

MEETING AGENDA City Council REGULAR SESSION CITY COUNCIL June 3, 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, JUNE 3, 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 Westbrook)

Proclamations

ASE Automotive Professionals Month-June 2025 (Councilmember Watson)

United States Army 250th Birthday Proclamation-June 14, 2025 (Councilmember Guerrero)

Employee Introductions

- Parks-Samanatha Pinello-Administrative Assistant
- Police-Destinee Hathaway-Public Safety Communications Office

Presentations

- City Manager Steve Williams Cibolo Valley Local Government Corporation (CVLGC) - Justin Murray
- City Manager Steve Williams 20-Year Tenure Milestone Service Pin Presentation Schertz Fire Marshal Benjamin Boney

City Events and Announcements

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

Hearing of Residents

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

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

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

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

Consent Agenda Items

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

- 1. Minutes Approval of the minutes from the Council Regular Meeting May 20, 2025 (S.Edmondson/S.Courney)
- 2. Appointments, Re-appointments, and Resignations City of Schertz Boards, Commissions and Committees

Resignations

Schertz Housing Authority - Dana Eldridge (effective May 31, 2025) Parks Advisory-Johnie McDow and Bryan Snow (effective May 31, 2025)

- 3. Resolution 25-R-062 Authorizing a Task Order Agreement with Unintech Consulting Engineers, Inc., for Professional Services related to the replacement of the 16-inch transmission main on Schertz Parkway and Updating the Associated Capital Improvement Plan Project Sheet (B.James/K.Woodlee)
- 4. **Resolution 25-R-066** Authorizing expenditures with BB Inspections for building inspection services during the remainder of the 2024-2025 Fiscal Year and other matters in connection therewith. (B.James/L.Wood)
- 5. **Resolution 25-R-064** Authorizing a Task Order Agreement with Unintech Consulting Engineers, Inc., for Professional Services related to the Rehabilitation and Painting of the East Live Oak and Northcliffe Elevated Storage Tanks and Painting of the Ware Seguin Ground Storage Tank. (B.James/K.Woodlee)
- 6. Resolution 25-R-065 Authorizing the Release of the Water, Wastewater, and Access Easement Agreement (East West Connector from Wiederstein Road) (B.James/K.Woodlee)
- Resolution 25-R-063 Authorizing a Defense Community Infrastructure Program funding application for the Lower Seguin Road Reconstruction Project (B.James/K.Woodlee/J.Nowak)

Public Hearings

8.

Ordinance 25-S-022- Conduct a public hearing and consider a request to rezone approximately 20 acres of land from Pre-Development District (PRE), Agricultural District (AD), and Single-Family Residential/Agricultural District (R-A) to Single-Family Residential District (R-2), generally located approximately 4,800 feet east of the intersection of FM 1518 and Lower Seguin Road, known as 12816 Lower Seguin Rd and 12746 Lower Seguin Road, and more specifically known as Bexar County Property Identification Numbers 310027, 310026, and 310028, City of Schertz, Bexar County, Texas. (B.James/L.Wood/D.Marquez)

9. Ordinance 25-S-023- Conduct a public hearing and consider a request to rezone approximately 62 acres of land from Planned Development District (PDD) and Pre-Development District (PRE) to Single-Family Residential District (R-2), generally located approximately 3,800 feet east of the intersection of FM 1518 and Trainer Hale Road, known as Bexar County Property Identification number 310054, a portion of 310053 and a portion of 310061, City of Schertz, Bexar County, Texas. (B.James/L.Wood/D.Marquez)

10. Ordinance 25-S-021- Conduct a public hearing and consider a request to rezone approximately 4.15 acres of land from General Business District (GB) to General Business District-2 (GB-2), generally located approximately 900 feet east of the intersection of FM 1518 and Maske Road, known as 46 Maske Road and 44 Maske Road, Lots 3 and 4, Block 1 of the Maske Road Business Park Subdivision, more specifically known as Guadalupe County Property Identification Numbers 199116, and 199117, City of Schertz, Guadalupe County, Texas. (B.James/L.Wood/W.Willingham)

Workshop

- 11. Workshop to discuss calling for an election to annex property within 5 miles of JBSA Randolph (B.James/L.Wood/E.Delgado)
- 12. Workshop on Unpaved Surfaces (B.James/L.Wood/D.Marquez).

Closed Session

13. The City Council will meet in closed session in accordance with Texas Government Code 551.072 to deliberate on the purchase, exchange, lease, or value of real property.

Reconvene into Regular Session

14. Take any action based on discussion held in Closed Session under Agenda Item # 13.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

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

Requests and Announcements

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

Adjournment

CERTIFICATION

I, SHEILA EDMONDSON, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 28TH DAY OF MAY, 2025 AT 6:00 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 THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON _____ DAY OF ______, 2025.

TITLE:

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

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

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

Mayor Gutierrez	Councilmember Davis– Place 1
Member	Member
Audit Committee	Interview Committee
Investment Advisory Committee	Main Street Committee - Chair
Main Street Committee	TIRZ II Board
TIRZ II Board	
	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	Animal Services Advisory Committee
Corporation-Ex-Officio	

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

Councilmember Guerrero–Place 4	Councilmember Westbrook – Place 5
Member	Liaison
Hal Baldwin Scholarship Committee	Schertz-Seguin Local Government
Investment Advisory Committee	Corporation (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
	Councilmember Brown – Place 7 Member
Councilmember Heyward – Place 6 Member Animal Services Advisory Committee	
Member	Member
Member Animal Services Advisory Committee Audit Committee	Member Main Street Committee
Member Animal Services Advisory Committee Audit Committee Interview Committee-Chair Investment Advisory Committee	Member Main Street Committee Schertz-Seguin Local Government Corporation (SSLGC)
Member Animal Services Advisory Committee Audit Committee Interview Committee-Chair Investment Advisory Committee	Member Main Street Committee Schertz-Seguin Local Government
Member Animal Services Advisory Committee Audit Committee Interview Committee-Chair Investment Advisory Committee Main Street Committee	Member Main Street Committee Schertz-Seguin Local Government Corporation (SSLGC)
Member Animal Services Advisory Committee Audit Committee Interview Committee-Chair Investment Advisory Committee Main Street Committee Liaison	Member Main Street Committee Schertz-Seguin Local Government Corporation (SSLGC) Liaison
Member Animal Services Advisory Committee Audit Committee Interview Committee-Chair Investment Advisory Committee Main Street Committee Liaison Building and Standards Commission	Member Main Street Committee Schertz-Seguin Local Government Corporation (SSLGC) Liaison
Member Animal Services Advisory Committee Audit Committee Interview Committee-Chair Investment Advisory Committee Main Street Committee Liaison	Member Main Street Committee Schertz-Seguin Local Government Corporation (SSLGC) Liaison

CITY COUNCIL MEMORANDUM

City Council Meeting:	June 03, 2025
Department:	City Secretary
Subject:	ASE Automotive Professionals Month-June 2025 (Councilmember Watson)

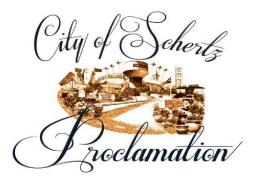
BACKGROUND

Notes: June 2025

The National Institute for Automotive Service Excellence (ASE) has designated June 2025 as Automotive Service Professionals Month (ASPM). ASE encourages industry members to use Automotive Service Professionals Month as a chance to appreciate and recognize service professionals.

Attachments

Automotive Professionals Month June 2025



Automotive Service Professionals Month-June 2025

- **WHEREAS**, the City of Schertz is committed to delivering outstanding services to enhance the quality of life within our community, and to recognize those committed to that mission; and
- **WHEREAS**, the National Institute for Automotive Service Excellence (ASE) is a nonprofit organization established in 1972, and its mission includes improving the quality of vehicle repair and service by testing and certifying automotive professionals; and
- WHEREAS, the ASE has designated the month of June as National Automotive Service Professionals Month to recognize those in the industry who are proficient, credentialed, and committed to excellence, and annually within the month, June 12th is recognized as National Automotive Service Professionals Day with June 11th - 17th named National Automotive Service Professionals Week; and
- **WHEREAS**, the City of Schertz has 7 employees with over 75 years of total experience in Fleet management and mechanical service; and
- **WHEREAS,** the Fleet Department services all city vehicles with preventive maintenance to complex repairs which could include tire changes to rebuilding & replacing entire A/C systems, and anything mechanics are required to work on to keep the city moving; and
- WHEREAS, in 2024, the Fleet Department had 2502 work orders and are dedicated to keeping vehicles on the roads safely every day with a mission of providing efficient, cost-effective and customer driven municipal Fleet Management Services; and

NOW, THEREFORE, I, Ralph Gutierrez, Mayor of the City of Schertz

do hereby proclaim the month of June 2025 is

"NATIONAL AUTOMOTIVE SERVICE PROFESSIONALS MONTH"

I encourage all citizens to thank and recognize the many contributions our Fleet Department Professionals who ensure our vehicles are roadway safe.

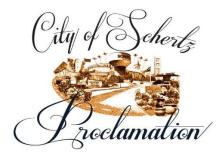
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Schertz, Texas to be affixed on this 3rdth day of June 2025.

CITY COUNCIL MEMORANDUM

City Council Meeting:	June 03, 2025
Department:	City Secretary
Subject:	United States Army 250th Birthday Proclamation-June 14, 2025 (Councilmember Guerrero)

Attachments

US Army 250th Anniversary



Recognizing the 250th Anniversary of the United States Army June 14, 2025

- **WHEREAS,** on June 14, 1775, the Continental Congress established the Continental Army, marking the birth of the United States Army, which has since grown into one of the most respected and powerful military institutions in the world; and
- **WHEREAS**, for 250 years, the United States Army has defended our nation with honor, courage, and unwavering commitment, preserving the freedoms and values upon which our country was founded; and
- WHEREAS, generations of soldiers—past and present—have answered the call to serve, sacrificing time with family, personal safety, and in many cases their very lives, to protect our nation and support peace and stability around the world; and
- **WHEREAS**, the Army's legacy includes not only military victories but also contributions to science, technology, medicine, infrastructure, and leadership, shaping both American society and the global community; and
- **WHEREAS**, we recognize the invaluable role of Army families, veterans, and civilian personnel who support and sustain the mission of the Army every day; and
- **WHEREAS**, the City of Schertz proudly honors the enduring legacy and continued service of the United States Army as it celebrates its 250th anniversary, and reaffirms our community's respect and gratitude for all who serve;

NOW, THEREFORE, I, Ralph Gutierrez Mayor of the City of Schertz do hereby proclaim June 14, 2025, as "United States Army 250th Anniversary Day" in Schertz and call upon all citizens to recognize and celebrate the history, dedication, and sacrifice of the men and women of the United States Army.

> **IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Schertz, Texas to be affixed on this 3rdth day of June 2025.

> > Ralph Gutierrez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting:	June 03, 2025
Department:	City Secretary
Subject:	Minutes - Approval of the minutes from the Council Regular Meeting May 20, 2025 (S.Edmondson/S.Courney)

BACKGROUND

The City Council held a Regular City Council meeting on _____.

Attachments

05-20-2025 Draft minutes



MINUTES REGULAR MEETING May 20, 2025

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on May 20, 2025, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present:	Mayor Ralph Gutierrez; Councilmember Mark Davis; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Tim Brown
Absent:	Mayor Pro-Tem Allison Heyward; Councilmember Michelle Watson
Staff present:	City Manager Steve Williams; Deputy City Manager Brian James; City Attorney Natalie Thamm; City Secretary Sheila Edmondson

Call to Order

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

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

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

Proclamations

- National Public Works Week May 18-24, 2025 (Councilmember Watson)
 - Councilmember Guerrero presented the National Public Works Week proclamation to Public Works Director Larry Bucsh and staff.
- National Emergency Medical Services (EMS) Week May 18-24, 2025 (Councilmember Westbrook)
 - Councilmember Westbrook presented the National Emergency Medical Services (EMS) proclamation to EMS Director Jason Mabbitt and staff.

City Events and Announcements

- Announcements of upcoming City Events (B. James/S. Gonzalez)
 - Assistant City Manager Brian James provided the following announcements.
 - Saturday, May 24, 2025-Pickrell Park Pool Opening Day
 - Monday, May 26, 2025-Memorial Day-City Hall is closed. There will also be a Memorial Day Ceremony at 9:00 a.m. at the Veterans Memorial

Plaza on 512 Schertz Parkway.

- Schertz Library will be closed on Wednesday, May 21, 2025, for staff training.
- Next Council Meeting will be June 3, 2025.
- Announcements and recognitions by the City Manager (S. Williams)
 - City Manager Steve Williams congratulated the following employees who were promoted.
 - David Graham-EMS Supply Coordinator
 - Steven Ahman and Noah Ellis-Full-time EMT
 - The National Police Memorial Day Ceremony was May 12, 2025. City Manager Williams thanked the City of Cibolo and the volunteers who participated in the ceremony.
 - Mayor Gutierrez, CM Williams, EDC Director Wayman and staff attended the ICSC-International Conference of Shopping Centers in Las Vegas. City officials/staff meet with several vendors. Future announcements will be coming soon.
- Announcements and recognitions by the Mayor (R. Gutierrez)
 - Mayor Gutierrez attended the ICSC Convention and said staff had several meetings with different businesses.

Hearing of Residents

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

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Cheney Walker, 3112 Wolf Run: Mr. Walker is attending tonight's meeting as part of the Chamber Leadership Program.

Miguel Vazquez, 96 Bubbling Spring Rd: Dr. Vazquest-President of Schertz Cibolo Cemetary Association and invited everyone to a presentation honoring National Preservation Month.

Daniel Jameson, 1000 FM, Schertz, TX: Mr. Jameson invited everyone to the Memorial Day Service the City of Schertz is hosting this year. The ceremony will start at 9:00 am at Schertz Veterans Memorial Plaza at 512 Schertz Parkway. The monthly VFW Breakfast is always the 3rd Saturday of the month and everyone is welcome to attend. Betty Trivette, New Berlin, TX: Ms. Trivette is attending tonight's meeting as part of the Chamber Leadership Program.

Ken McCorkle, 1520 Bench Trail:Mr. McCorkle would like the Council/Inspections Department to grandfather the electrical hookups that water heater uses if the home is electric. He stated he had to pull 2 permits for electrical work and one for the water heater.

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 Workshop Meeting on May 6, 2025, and the City Council Meeting on May 6, 2025 (S.Edmondson/S.Courney)
- 2. Appointments, Re-appointments, and Resignations City of Schertz Boards, Commissions and Committees

Appointments:

• Sharon Denson-Economic Development Corporation

Resignations:

- Dana Eldridge-Schertz Housing Authority (effective June 1, 2025)
- Justin Murray- Cibolo Valley Local Government Corporation (CVLGC)
- **3. Resolution 25-R-058** Authorizing a contract with Magic in the Sky, LLC to perform firework shows at July 4th Jubilee (S.Gonzalez/L.Shrum)
- 4. **Resolution 25-R-060** Authorizing a contract with The Urban Foresters for on-call tree trimming services (S.Gonzales/L.Shrum/J.Montney)
- Resolution 25-R-054 Authorizing an increase in expenditures with GenServe Inc. for preventative maintenance and on-call generator services (B.James/D.Hardin/C.Hernandez)
- 6. **Resolution 25-R-061-** Authorizing an application for the FY 2026 Motor Vehicle Crime Prevention Authority Grant (J.Lowery/ P.Waller)

Mayor Gutierrez asked for a motion to approve Consent Agenda.

Moved by Councilmember Tim Brown, seconded by Councilmember Paul Macaluso

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

Passed

Discussion and Action Items

7. **Resolution 25-R-059** - Approval and Presentation of the 2025 Recipient of the Hal Baldwin Scholarship (S.Williams/S.Gonzalez) *Presentation to follow approval*

City Manager Steve Williams presented Resolution 25-R-059 to the City Council for approval of the 2025 Recipient of the Hal Baldwin Scholarship. The Hal Baldwin Scholarship Committee received several applicants and chose Ms. Calista Dawkins, a senior at Samuel Clemens High School. Ms. Dawkins will be attending Shriner University in the fall of 2025. Her goal is to pursue a Bachelor of Science degree in nursing and serve as a medical person in the United States Armed Forces. The Hal Baldwin Scholarship is worth \$5,000.

Mayor Gutierrez asked for a motion for Resolution 25-R-059.

Moved by Councilmember Ben Guerrero, seconded by Councilmember Robert Westbrook

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

Passed

Workshop

8. Workshop on 12th Flying Training Wing Bird/Wildlife Aircraft Strike Hazard Program. (S.Williams/B.James)

Mayor Gutierrez recognized Assistant City Manager Brian James, who provided the Council with an update on the meetings with staff, JBSA-Randolph and SCUCISD concerning the Bird/Wildlife Aircraft Strike Hazard Program. The birds roosting in this area are a problem with flight operations at Randolph AFB. Representatives from the JBSA Safety Team Committee include Lt. Col. Aaron "Quick" Sands, Capt. Kyle "Fuse" Farnity, USDA Wildlife Biologist Emmy Chan, Curt Robertson-Community Initiatives, Capt. Matthew "Torture" Chambers and Sean Warrell of Public Affairs attended the meeting tonight.

USDA Wildlife Biologist Emmy Chan researches the bird strikes at Randolph AFB. The strike data from Randolph is from January 2020-March 2025, which includes the frequency of strikes per species, and species' Relative Hazard Score (RHS). With the T-6 and T-38 jets, turkey vultures and the black vultures had the highest strikes compared to other bird species. The cost of damage to these jets ranges from \$20,000-\$600,000 dollars. The plan is to track the roosts (50+ vultures). Mitigation techniques include: pyrotechnics (preferred), paintball guns, lasers, vulture effigies and clapper boards.

The goal is to move the vulture roost out of the T-38 flight pattern, housing and low-flying pattern areas. The timeframe will be a multi-month/multi-year project. The dispersal work will be conducted around sunset, lasting 1–2 hours. The frequency will be 1–3 evenings a week. The time may increase/decrease seasonally.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Requests and Announcements

- Requests by Mayor and Councilmembers for updates or information from Staff
 - Councilmember Westbrook requested information on the number of permits and the cost of building permits. Councilmember Westbrook would also like to have a workshop and discuss the use of city funds for Council professional development training.
- City and Community Events attended and to be attended (Council)
 - Councilmember Macaluso attended the Police Memorial Ceremony.
 - Councilmember Guerrero would like to discuss the permit process and fees with a possible reduction of permit costs for retirees, the military and the disabled.
 - Councilmember Westbrook attended the Soccer Light Ceremony.
 - Councilmember Brown attended the Police Memorial and the Chamber Luncheon.

Adjournment

Mayor Gutierrez adjourned the meeting at 6:57 p.m.

ATTEST:

Ralph Gutierrez, Mayor

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting:	June 03, 2025
Department:	Engineering
Subject:	Resolution 25-R-062 - Authorizing a Task Order Agreement with Unintech Consulting Engineers, Inc., for Professional Services related to the replacement of the 16-inch transmission main on Schertz Parkway and Updating the Associated Capital Improvement Plan Project Sheet (B.James/K.Woodlee)

BACKGROUND

The section of 16-inch water transmission main on Schertz Parkway between Mare Way and approximately 200 feet north of Maske Road is in need of replacement. The pipe material is aging and substandard, has been subjected to shifting subsurface soils, and is often in need of emergency repair due to leaks along that particular stretch of line. Replacement of the line will include the addition of more isolation valves, a pressure-reducing valve, and may involve easement acquisition. Once replaced, many hours of labor and equipment resources will be saved. Unitech Consulting Engineers, Inc., (Unintech) is one of the City's on-call engineering firms and is qualified to perform the work.

GOAL

The goal of Resolution 25-R-062 is to authorize the execution of a task order agreement for Unintech to provide professional services including survey, engineering, testing, assistance with easement acquisition, and construction phase services for the replacement of approximately 1,200 linear feet of 16-inch water transmission main on Schertz Parkway. The Resolution also authorizes an update of the Capital Improvement Plan project sheet for the project to allocate an updated funding amount.

COMMUNITY BENEFIT

Replacement of this critical section of 16-inch transmission main will provide a more reliable connection between distribution networks within the City's water system. Manpower, equipment use, and material expenses will be saved by drastically reducing the effort needed to maintain the line. The addition of isolation valves will also enable maintenance of system elements in the vicinity to be accomplished with less impact to surrounding customers. This supports the strategic objective of maintaining the City's water infrastructure.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 25-R-062 authorizing the professional services task order agreement with Unintech for the Schertz Parkway 16" transmission main replacement project and updating the CIP project sheet.

FISCAL IMPACT

Funding for this capital improvement project is planned from bond proceeds. The cost to be expended on this professional services agreement is not planned to exceed \$220,000. Based on an early opinion of probable cost, construction is expected to be approximately \$950,000. If easements need to be acquired, it is anticipated that the cost would be less than \$50,000. Based on those amounts, the total project cost is estimated at \$1.22 million. That amount will be further refined as project design progresses. The current budget allocated for the project is currently only \$1million. In order to fully fund the project, it is proposed that bond funds be reallocated from a project that is being delayed (East Live Oak to IH-35 Tank Dedicated Transmission Main). Staff has updated the project sheet for this CIP project to reflect a more appropriate current budget (including contingency) for the project. Staff anticipates bringing an updated CIP that accounts for this change and others, including price adjustments, in the next few months.

RECOMMENDATION

Approve Resolution 25-R-062.

Attachments

Resolution 25-R-062 with attachment CIP Project Sheets

RESOLUTION 25-R-062

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A TASK ORDER AGREEMENT WITH UNINTECH CONSULTING ENGINEERS, INC., FOR PROFESSIONAL SERVICES RELATED TO THE REPLACEMENT OF THE 16-INCH TRANSMISSION MAIN ON SCHERTZ PARKWAY AND UPDATING THE ASSOCIATED CAPITAL IMPROVEMENT PLAN PROJECT SHEET

WHEREAS, the City Council has determined the need for replacement of the 16-inch transmission main in Schertz Parkway from Mare Way to approximately 200-feet past Maske Road; and

WHEREAS, Unintech Consulting Engineers, Inc., (Unintech) is an approved on-call Engineering Firm for the City of Schertz; and

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City to approve a task order for Unintech to provide the necessary professional services for the project.

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

Section 1. The City Council hereby authorizes a task order agreement in substantially the form set forth on Exhibit A with Unintech Consulting Engineers, Inc., for professional services related to the Schertz Parkway 16-inch transmission main replacement for \$180,824 and a not to exceed amount of \$220,000.

Section 2. The City Council hereby amends the Comprehensive Capital Improvement Plan Project Sheet for the project to reflect the increased amount for professional services and include an increased budget for construction and overall contingency.

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit A

Task Order Agreement

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

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

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

PART 3 OF 4: TASK ORDER FORM

Prepared by









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American Council of Engineering Companies 1015 15th Street N.W., Washington, DC 20005 (202) 347-7474 www.acec.org

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TASK ORDER NO. 001

This is Task Order No. **001**, consisting of 5 pages.

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

1. TASK ORDER DATA

a.	Effective Date of Task Order:		
b.	Owner:	City of Schertz	
с.	Engineer:	Unintech Consulting Engineers, Inc.	
d.	Specific Project (title)	Schertz Parkway 16" Transmission Main Replacement	
e.	Specific Project (description):	Civil and Survey Engineering design services for the replacement of 2,000 linear feet of existing 16" water transmission main along Schertz Parkway from Woodland Oaks to Mare Way	
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:		

2. BASELINE INFORMATION

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

Specific Project Title:	Schertz Parkway 16" Transmission Main Replacement	
Type and Size of Facility:	Water Transmission Main – 2,000 linear feet	
	Task Order.	

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Description of Improvements:	Replacement of 2,000 linear feet of existing 16" water transmission main along Schertz Parkway from Woodland Oaks to Mare Way	
Expected Construction Start:	December 2025	
Prior Studies, Reports, Plans:		
Facility Location(s):	along Schertz Parkway from Woodland Oaks to Mare Way	
Current Specific Project Budget:	EST \$915,600	
Funding Sources:	TBD	
Known Design Standards:	City of Schertz Public Works Design Guide, AASHTO Guide for Design of Pavement Structures 1993 Edition	
Known Specific Project Limitations:	Replace existing main with similar sized material	
Specific Project Assumptions:	Main to be within right -of way where sufficient space for new main exists. For area where sufficient space is lacking the City will obtain a utility easement if there is not one existing.	
Other Pertinent Information:	A geotechnical sampling and report will be required.	
	Subsurface utility engineering will be required.	
	Easements may be required	

3. SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

□ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order.

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

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

4. DELIVERABLES SCHEDULE

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

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:
 - 1. Deliver and obtain Right of Entry to property owners within the limits of the project, but outside of existing right of way, that require access for the engineer or subconsultants.

6. TASK ORDER SCHEDULE

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

Date	Action / Milestone Comment	

7. ENGINEER'S COMPENSATION

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

Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Preliminary Design Phase	\$48,613.00	LUMP SUM
b. Final Design Phase	\$42,865.00	LUMP SUM
c. Bid Phase	\$7,660.00	LUMP SUM
d. Construction	\$16,648.00	LUMP SUM
e. Closeout	\$1,638.00	LUMP SUM

Task Order.

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2. Resident Project Representative Services*	N/A	N/A
TOTAL COMPENSATION (items 1 and 2)	\$117,424.00	
3. Additional Services under Section 3.D above	\$63,400.00	
Geotechnical Sampling and Report	\$12,200.00	LUMP SUM
SUE Level A Locates (6.1-10 ft) (Estimated 4 @\$3,100/ea)	\$12,400.00	LUMP SUM
SUE Level B (lump sum) (ROW estimated 1000 lf)	\$18,000.00	LUMP SUM
Survey to provide easement plan and field notes (anticipated 3)(@ \$3,600 ea)	\$10,800.00	LUMP SUM
Easement and right of way acquisition negotiation	\$10,000.00	LUMP SUM

*Based on an **8-**month continuous construction period.

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

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

- A. Terracon (Geotechnical Sampling and Report)
- B. Underground Services, Inc (SoftDIG) (SUE)

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order—Engineer's Services Under Task Order
- B. Exhibit B to Task Order—Task Order Deliverables Schedule
- C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order
- D. Exhibit E to Task Order-EJCDC[®] C-626, Notice of Acceptability of Work (Form)
- E. Other:

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

it Name: Mark B Hill
e: Director and Shareholder
ineer's License or Firm's 94904 tificate No. (if required):
e of: Texas
IGNATED REPRESENTATIVE FOR TASK ORDER:
ne: Mark B Hill
e: Director and Shareholder
lress: 2431 E. Evans Rd
San Antonio, Texas
lail <u>mhill@unintech.com</u> Iress:
ne: 210-590-4777
e: 3-17-2025
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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 4 OF 4: EXHIBITS TO TASK ORDER

Prepared by





American Council of Engineering Companies





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EXHIBITS TO TASK ORDER

TABLE OF CONTENTS

EXHIBIT A-ENGINEER'S SERVICES UNDER TASK ORDER

EXHIBIT B-TASK ORDER DELIVERABLES SCHEDULE

EXHIBIT C—RESERVED

EXHIBIT D-DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

EXHIBIT E-EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

EXHIBIT F-RESERVED

EXHIBIT G-RESERVED

EXHIBIT H-RESERVED

EXHIBIT I—RESERVED

Exhibit A Table of Contents

Article 1–	- BASIC SERVICES	2
1.01	Management of Engineering Services	2
1.02	Study and Report Phase	2
1.03	Preliminary Design Phase	3
1.04	Final Design Phase	7
1.05	Bidding/Proposal Phase	12
1.06	Construction Phase	13
1.07	Post-Construction Phase	20
Article 2–	- ADDITIONAL SERVICES	21
2.01	Additional Services Not Requiring Owner's Written Authorization	21
2.02	Additional Services Requiring Owner's Written Authorization	22

1.

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

- 1.01 Management of Engineering Services
 - A. See Main Agreement, Paragraph 1.03.
- 1.02 Study and Report Phase
 - A. Engineer shall:
 - 1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owneridentified potential solutions listed here:
 - 1) [List the specific potential solutions to be studied and evaluated here].
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **[insert specific number]** alternative solutions potentially

Exhibit A—Engineer's Services Under Task Order.

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available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

- 2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
- 3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
- 4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
- 5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
- 6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
- 7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
- 8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.
- 9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.
- 10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."
- 11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
- 12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

Exhibit A-Engineer's Services Under Task Order.

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- 13. Utilities, including Underground Facilities
 - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
 - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.
 - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
 - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.
 - e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
 - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.
- 14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.
- 15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).
 - a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

Exhibit A-Engineer's Services Under Task Order.

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16. Perform or provide the following other Study and Report Phase tasks or deliverables:

a. [List any such tasks or deliverables here].

- 17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
- 18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the **Deliverables Schedule.**
- B.A. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables. Not included in this task order
- 1.03 Preliminary Design Phase
 - A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Specific Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Specific Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.
 - Upon written authorization from Owner, Engineer shall: Β.
 - Review and assess all available Specific Project information and data, including any 1 pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
 - 2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.
 - Prepare a Preliminary Design Phase Report in the following format 3.
 - narrative report with calculations and summary of design decisions as described a. below
 - b. assemblage of preliminary construction plans.
 - 4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the

Exhibit A-Engineer's Services Under Task Order.

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Specific Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:

- a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").
- b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.
- c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.
- d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.
- e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
- f. Revised opinions of probable Construction Cost.
- g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;
- h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
- i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.
- j. Other matters and information pertinent to addressing the Specific Project Goals.
- 5. In preparing the Preliminary Design Phase Report, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
- 6. Visit the Site as needed to prepare the Preliminary Design Phase Report.

Exhibit A—Engineer's Services Under Task Order.

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- 7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
- 8. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
- 9. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.
 - b. Such Underground Facilities Procedure must take into account the Site and the nature of the Specific Project.
 - c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.
- 10. Mitigation of Utilities Conflicts
 - a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

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- b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
- c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
 - 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.
- 11. Surveys, Topographic Mapping, and Utility Documentation
 - a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
 - b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.
- 12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.
- 13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.
- 14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
 - Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other thanmodified version of the EJCDC 2018 Construction Series documents), and any other related documents or content

Exhibit A—Engineer's Services Under Task Order.

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for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

- b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
- 15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.
 - a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.
- 16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Topographic Survey: Establish primary control for the length of the project. Provide survey quality level C utility locates, develop an existing conditions model for the width of the anticipated right of way
 - b. Roadway Design: Provide typical existing and proposed roadway sections following City of Schertz Design Criteria. Establish a proposed roadway horizontal and vertical profiles. Provide plan and profile for the street at a 1:20 scale on 22"x34" plan sheets. Provide cross sections of the proposed roadway at 50-foot per City design criteria. Provide a summary of driveway improvements.
 - c. Drainage Design: Provide a drainage area map and model existing and proposed hydrology per the city design criteria. Appropriately size and situate culvert design at stream crossings. Provide culvert plans and sections.
 - d. Utility Design: Coordinate with non- City maintained utilities located within the construction limits. Provide plans and profiles, as appropriate, for relocation of existing water utilities as necessary.
 - e. Temporary Traffic Control Design: Provide Preliminary plans for construction phasing, traffic control sections and construction phasing layout.
- 17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

Exhibit A—Engineer's Services Under Task Order.

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- 18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- 1.04 Final Design Phase
 - A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.
 - The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one (1)** If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 - 2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
 - 3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.
 - B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

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- 1. First Final Design Phase draft of all Drawings and Specifications.
- 2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
- 3.2. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
 - 1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 - 2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.
 - 3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
 - 1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.
 - 2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
 - 1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 - 2. Assist with or prepare applications for permits and approvals, as follows:

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- a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.
- b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project:
 - 1) Texas Department of Licensing and Regulation for ADA Compliance and permitting if the monetary amount of pedestrian improvements exceeds \$50,000.
- c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
- d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
- e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
- f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Specific Project and receive the agency's comments on the application.
- g. Engineer does not guarantee issuance of any required permit or approval.
- h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
- 3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
- 4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.
- 5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
- 6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

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- 7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:
 - a. First draft design review meeting at Owner's office.
 - b. Second draft design review meeting at Owner's office.
 - c. [Indicate others as appropriate for the Specific Project].
 - d.<u>b.</u> Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
- 8. Perform or provide the following other Final Design Phase activities or deliverables:
 - a. Roadway Design: Provide typical existing and proposed roadway sections following City of Schertz Design Criteria. Establish a proposed roadway horizontal and vertical profiles. Provide plan and profile for the street at a 1:20 scale on 22"x34" plan sheets. Provide cross sections of the proposed roadway at 50-foot per City design criteria. Provide a summary of driveway improvements.
 - b. Drainage Design: Provide a drainage area map and model existing and proposed hydrology per the city design criteria. Appropriately size and situate culvert design at stream crossings. Provide culvert plans and sections. Provide a final storm water report.
 - c. Utility Design: Coordinate with non- City maintained utilities located within the construction limits. Provide plans and profiles, as appropriate, for relocation of existing water utilities as necessary.
 - d. Temporary Traffic Control Design: Provide Preliminary plans for construction phasing, traffic control sections and construction phasing layout. Provide a traffic detour layout and barricade plan
 - e. Pavement Marking Plans: Provide pavement marking plans compliant with local and state standards.
 - f. SWPPP- Provide an erosion control plan, narrative, and appropriate details for facilitate the submittal of a Notice of Intent by the contractor.
 - g. Provide a tree mitigation plans for the removal of existing trees.
- G. Engineer shall complete the Final Design Phase as follows:
 - 1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.
 - 2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

- A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:
 - Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.

a. Owner's procurement website

- 2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
- 3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
- 4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
- 5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
- 6. Consult with Owner as to the qualifications of prospective contractors.
- 7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
- 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- 9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. **none**

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10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.
 - 1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
 - 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
 - General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC[®] C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.
 - a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than

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Engineer) responsible for the additional responsibilities in the Construction Contract.

- b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
- c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
- 2. Field Office: [Delete or edit as applicable to the Specific Project] Engineer and Resident Project Representative (if any) will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings, all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.<u>Deleted</u>
- 3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Engineer will not be providing RPR services under the specific Task Order, then delete this Paragraph 3 by inserting the word "DELETED" after the paragraph title; do not include Exhibit D as an exhibit to the specific Task Order; and do not include RPR compensation in Paragraph 7 of the Exhibit specific Task Order_Deleted.]
- 4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
- 5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
- 6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- 7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- 8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals,

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and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

- a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
- 9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- 10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
- 11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - Make visits to the Site at intervals appropriate to the various stages of the Work, a. as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has

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implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- 12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
 - a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
- 13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
- 14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

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- 15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- 16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
- 17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 18. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
- 19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
- 20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.
- 21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
- 22. Inspections and Tests

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- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
- c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
- d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- 23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - Determine the amounts that Engineer recommends Contractor be paid. а. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to

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supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- 24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.
- 25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- 26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a. none
- 27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
 - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC[®] C-626, Notice of Acceptability of Work

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(attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

- 28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- 1.07 Post-Construction Phase
 - A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 - 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. Attend TDLR inspection walkthrough
 - b. Prepare a plan of record based on Contractor redlines approved by the City Inspector.
 - B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

Exhibit A—Engineer's Services Under Task Order.

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ARTICLE 2—ADDITIONAL SERVICES

- 2.01 Additional Services Not Requiring Owner's Written Authorization
 - A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
 - 1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 - 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;
 - evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 - 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 - 5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

Exhibit A-Engineer's Services Under Task Order.

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- 6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
- 7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
- 8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
- 9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
- 10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
- 11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
- 12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.
- 2.02 Additional Services Requiring Owner's Written Authorization
 - A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
 - 1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 - 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 - 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 - 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

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- 5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
- Services resulting from Owner's request to evaluate additional Study and Report Phase 6. alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
- Services required as a result of Owner's providing incomplete or incorrect Specific 7. Project information to Engineer.
- Providing renderings or models for Owner's use, including development, management, 8. and other services in support of building information modeling or civil integrated management.
- 9. Undertaking investigations and studies including, but not limited to:
 - All-hazards risk assessments and other studies to evaluate the feasibility of a. enhancing the resiliency of the design;
 - detailed consideration of operations, maintenance, and overhead expenses; b.
 - the preparation of feasibility studies (such as those that include projections of c. output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - with respect to proprietary systems or processes requiring licensing, providing e. services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - audits or inventories required in connection with construction performed or g. furnished by Owner.
- 10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
- 11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
- 12. Providing the following services:
 - Services attributable to more prime construction contracts than specified in a. Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

Exhibit A—Engineer's Services Under Task Order.

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- 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
- 14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
- 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
- 18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.
- 19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
- 20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- 21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
- 22. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
- 23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

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- 24. Preparation of operation, maintenance, and staffing manuals.
- 25. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
- 26. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
- 27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
- 28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).
- 29. Overtime work requiring higher than regular rates.
- 30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
- 31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
- 32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
- 33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B-TASK ORDER DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph and table.

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit one (1) review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within 70 days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within 15 days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit one (1) copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within 7 days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit one (1) copy of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within 30 days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within 15 days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit one (1) copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within 30 days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction- ready Drawings and Specifications to Engineer.	1.04.G.2	Within 15 days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.

Exhibit B—Task Order Deliverables Schedule.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit to Owner: One (1) copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and One (1) copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2; 1.04.G.3	Within 15 days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit One (1) copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within 5 days of written authorization by Owner to proceed with Bidding/Proposal Phase services.

Exhibit B—Task Order Deliverables Schedule.

EXHIBIT C—RESERVED

Guidance Notes—Exhibit C

1. See Exhibit C—Amendment to Main Agreement, in E-505 Part 2 of 4: Exhibits to Main Agreement.

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ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Main Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

- 1.01 Resident Project Representative
 - A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - B. The RPR will provide full-time representation [revise if representation will be less than full time].
 - C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.
- 1.02 Duties and Responsibilities of RPR
 - A. The duties and responsibilities of the RPR are as follows:
 - 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

- 4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
- 5. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- 7. Shop Drawings, Samples, and other Submittals
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractorapproved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
- 8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- 9. Review of Work; Defective Work
 - Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

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removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- 10. Inspections, Tests, and System Start-ups
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
 - f. Nothing in this Agreement will be construed to require RPR to conduct inspections.
- 11. Records
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

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- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.
- 12. Reports
 - a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- 13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- 15. Completion
 - a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

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1.03 Limitations of Authority

- A. Resident Project Representative shall not:
 - 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.

Omitted

EXHIBIT E—EJCDC[®] C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

- 1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
- 2. This Notice reflects and is an expression of the Engineer's professional opinion.
- 3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
- 4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
- 5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
- 6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature):	
Name (printed):	
Title:	

Exhibit E—Notice of Acceptability of Work.

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EXHIBIT F—RESERVED

Guidance Notes—Exhibit F

1. See Exhibit F—Electronic Documents Protocol (EDP), in E-505 Part 2 of 4: Exhibits to Main Agreement.

EXHIBIT G-RESERVED

Guidance Notes—Exhibit G

1. See Exhibit G—Insurance, in E-505 Part 2 of 4: Exhibits to Main Agreement.

Exhibit G—Reserved. Exhibits to Task Order. EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition. Copyright® 2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

EXHIBIT H—RESERVED

Guidance Notes—Exhibit H

1. See Exhibit H—Dispute Resolution, in E-505 Part 2 of 4: Exhibits to Main Agreement.

Exhibit H—Reserved. Exhibits to Task Order. EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition. Copyright® 2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

EXHIBIT I—RESERVED

Guidance Notes-Exhibit I

1. See Exhibit I—Limitations of Liability, in E-505 Part 2 of 4: Exhibits to Main Agreement.

Exhibit I—Reserved. Exhibits to Task Order. EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition. Copyright® 2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

CITY OF SCHERTZ CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:	Water Project Code:										
Project Title:	Schertz Parkway 16-in Transmission Line Replacement										
Project Manager:	Engineering										
Location Description:	Schertz Parkway from Mare Way to Maske Road										
Project Summary:	Replacement of approximately 1200' of 16" main transmission line due to aging pipe and frequent emergency repairs. Additionally, this section of line does not have adequate valves for isolation and is inferior pipe for the application. Rock saw trench, easement recommended, and replaceement of Cla-Valve.										
Start Date:	3/1/2025 Original Project Sheet from										
Completion Date:	Dec-26 FY 24-25 CIP										
Project Forecast											
Funding Source Bonds	Prior Appropriation 2023-24 2024-25 2025-26 2026-27 2027-28 2028-33 Total Cost \$ - \$ - \$ 100,000 \$ - \$ - \$ 1,000,000 \$ - \$										

100,000 \$ 900,000 \$

\$

100,000 \$ 900,000

-

100,000 \$

50,000 \$

\$

\$

\$

25,000

\$ 825,000

Total	Funding	Source

Exp	e	ndit	ure

Total Expenditure	\$			
Construction				
Professional Services				
Land Purchase	\$			
•				

Funding Source

- 1. ARP
- 2. Sewer Impact Fees
- 5. W/Sewer Reserves 6. Bonds

\$

\$

\$

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\$

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-

-

\$

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- 3. Water Impact Fees
- 4. Water Reserves
- 7. EDC 8. TxDOT
- 9. Reimbursable 10. Grant Fund
- 11. General Fund
- 12. Drainage
- 13. Drainage/Streets

\$

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- 14. Combined 50% Bonds/50% Grants
- 15. Other

CITY OF SCHERTZ

\$ 1,000,000

50,000

125,000

825,000

1,000,000

CITY OF SCHERTZ CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:	Water	Project Code:								
Project Title:	Schertz Parkway 16-in Transmission Line Replacement									
Project Manager:	Engineering	Engineering								
Location Description:	Schertz Parkway from Mare Way to Maske Road									
Project Summary:	repairs. Additionally, this section of line does not hav	nsmission line due to aging pipe and frequent emergency re adequate valves for isolation and is inferior pipe for the trenching, and replacement of pressure reducting valve								
Start Date:	3/1/2025 Summer 2025	Resolution 25-R-062								
Completion Date:	Dec-26 Fall 2027 Updated Project Sheet									

Project Forecast

	Prior Opriation	20	23-24	2	2024-25	:	2025-26	:	2026-27	20	27-28	20	28-33	Т	otal Cost
Funding Source	 -														
Bonds	\$ -	\$	-	\$	220,000	\$	1,575,000	\$	-	\$	-	\$	-	\$	1,795,000
	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Funding Source	\$ -	\$	-	\$	220,000	\$	1,575,000	\$	-	\$	-	\$	-	\$	1,795,000
Expenditure															
Land Purchase	\$ -	\$	-	\$	-	\$	50,000	\$	-	\$	-	\$	-	\$	50,000
Professional Services	\$ -	\$	-	\$	220,000	\$	25,000			\$	-	\$	-	\$	245,000
Construction	\$ -	\$	-	\$	-	\$	1,500,000	\$	-	\$	-	\$	-	\$	1,500,000
Total Expenditure	\$ -	\$	-	\$	220,000	\$	1,575,000	\$	-	\$	-	\$	-	\$	1,795,000

Funding Source

- 5. W/Sewer Reserves 1. ARP 2. Sewer Impact Fees
- 3. Water Impact Fees
- 6. Bonds 7. EDC
- 4. Water Reserves 8. TxDOT

- 9. Reimbursable
- 10. Grant Fund
- 11. General Fund
- 12. Drainage
- 13. Drainage/Streets
- 14. Combined 50% Bonds/50% Grants
- 15. Other

CITY OF SCHERTZ

CITY OF SCHERTZ CAPITAL IMPROVEMENT PROJECT SHEET

Project Code:

Project Type:

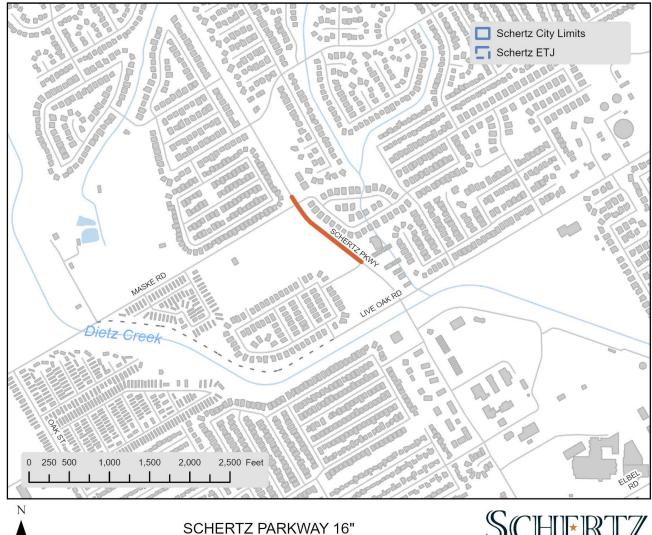
Water

Project Title:

Schertz Parkway 16-in Transmission Line Replacement

Location:

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



TRANSMISSION LINE REPLACEMENT

COMMUNITY*SERVICE*OPPORTUNITY

CITY OF SCHERTZ CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:	Water			Project Code: W22
Project Title:	IH 35 Dedicated Wate	er Transmission Main		
Project Manager:				
Location Description:	East Live Oak Water F	Plant to IH 35 Elevated W	ater Tank	
Project Summary:	Tank at Holly Lane. T		eve pressure on the distribution n	ain connecting the Live Oak Tank to the IH 35 etwork and provide a more reliable
Start Date:	Jul-20			
Completion Date:	Dec-26	TBD		

Project Forecast

		Prior		\cap	\sim	\checkmark	\sim	\frown	\sim	7					
	Ap	propriation	2023-24	6	2024-25		2025-26	2	2026-27	2	027-28	20	28-33	1	Total Cost
Funding Source										く					
Water/Sewer Reserves	\$	2,500,000	\$ -	(\$	-	\$	-	\$	-	\$	-	\$	-	\$	2,500,000
Bonds	\$	4,000,000	\$ -	\$	8,573,205	\$	-	\$	-	\$	-	\$	-	\$	12,573,205
	\$	-	\$ -	\$	-	\$	-	\$	-	\$	- (\$	-	\$	-
Total Funding Source	\$	6,500,000	\$ -	\$	8,573,205	\$	-	\$	-	\$	-	\$	-	\$	15,073,205
				(く					
Expenditure				(~					
Land Purchase	\$	-	\$ -	∕\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Professional Services	\$	1,327,060	\$ -	\$	687,308	\$	687,308	\$	-	\$	-	\$	-	\$	2,701,676
Construction	\$	-	\$ -	\$	6,185,764	\$	6,000,000	\$	185,765	\$	-	\$	-	\$	12,371,529
Total Expenditure	\$	1,327,060	\$ -	(\$	6,873,072	\$	6,687,308	\$	185,765	\$	-	\$	-	\$	15,073,205
-				7											
				\cup	<u> </u>	Y	\mathcal{A}		J	ノ					

Completion of project being delayed - to be rescheduled in future CIP. Bond funds currently allocated for this project being reassigned to make up budget shortfalls in other projects.

\$120k reassigned to Schertz Pkwy 16" Transmission Main Prof. Services budget

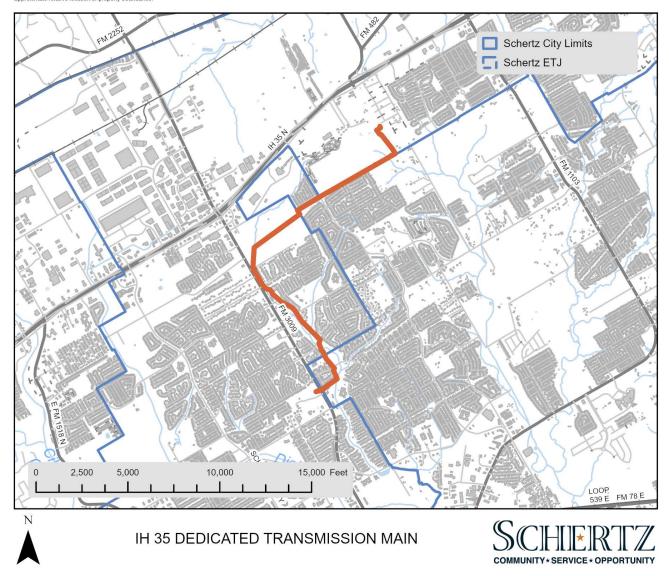
\$675k reassigned to Schertz Pkwy 16" Transmission Main Construction budget

CITY OF SCHERTZ CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:	Water	Project Code:	W22
Project Title:	IH 35 Dedicated Water Transmission Main		

Location:

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



CITY COUNCIL MEMORANDUM

City Council Meeting:	June 03, 2025
Department:	Planning & Community Development
Subject:	Resolution 25-R-066 - Authorizing expenditures with BB Inspections for building inspection services during the remainder of the 2024-2025 Fiscal Year and other matters in connection therewith. (B.James/L.Wood)

BACKGROUND

In an effort to meet citizen needs and department workloads, the City contracted with BB Inspection Services (BB). Over the years the inspection and plan review services provided by BB has allowed the city the ability to provide a timely inspection and plan review service to citizens and builders.

This fiscal year the city has spent approximately \$46,000 with BB for inspection and plan review services. Over the fiscal year the department has experienced staff out on FMLA medical leave, position vacancies, employee retirement and a higher than usual volume of inspections from the construction of the new apartments, duplexes and commercial developments which has resulted in an increase in services with BB.

For the remainder of the fiscal year, the Inspections Division anticipates spending \$85,000 total of budgeted funds for this fiscal year for inspection services with BB. The City's practice is to seek authorization from the Council when expenditures with a vendor exceed \$50,000 in one fiscal year.

BB was procured via the Professional Services exemption allowed in the Local Government Code. The initial agreement contained a not to exceed of \$49,000.00; however, given the above listed circumstances, staff is proposing to amend the agreement with BB to allow for additional expenditures not to exceed \$85,000.

GOAL

To obtain authorization from City Council to exceed \$50,000 in expenditures with BB Inspections, to provide building inspections services with funds available in this fiscal year budget.

COMMUNITY BENEFIT

Provide excellent customer service by performing timely inspections for citizens and contractors.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 25-R-066.

FISCAL IMPACT

Funds are available in the Building Inspections approved FY 2024-25 budget which includes \$70,000 in professional services and \$15,000 of salary savings from position vacancies. No impacts are expected.

RECOMMENDATION

Approval of Resolution 25-R-066.

Attachments

Resolution 25-R-066 with attachments

RESOLUTION 25-R-066

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING EXPENDITURES IN EXCESS OF \$50,000 WITH BB INSPECTIONS FOR BUILDING INSPECTION SERVICES DURING THE REMAINDER OF THE 2024-2025 FISCAL YEAR AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz, Texas (the "City") requires consultant building inspection services; and

WHEREAS, City Staff has determined that BB Inspection Services is qualified to provide such services and has an executed contract with BB Inspection Services for up to \$49,000; and

WHEREAS, the City has a policy to seek authorization for purchases in excess of \$50,000 with a single vendor; and

WHEREAS, the City Council authorizes expenditures in excess of \$50,000 with BB Inspection Services for the Remainer of Fiscal Year 2024-2025.

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

Section 1. The City Council hereby authorizes expenditures with BB Inspection Services in excess of \$50,000 for the remainder of Fiscal Year 2024-2025 for building inspections services in accordance with the Agreement, Fee Schedule and Amendment One attached in Exhibit A with a total not to exceed of \$85,000.

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

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

Executed Contract for FY 2024-25 With Amendment One

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §

GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and B&B Inspection Services, LLC ("Contractor").

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2025 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this Agreement unless terminated as provided for in this Agreement.

Section 2. Scope of Work

- (A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".
- (B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.
- (C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation

- (A) The Contractor shall be paid in the manner set forth in Exhibit "A" and as provided herein.
- (B) Billing Period. The Contractor may submit an invoice for payment upon completion of the described tasks. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.
- (D) Not to Exceed Contract Amount. Expenditures for this contract shall not exceed FORTY-NINE THOUSAND AND N0/100 DOLLARS (\$49,000.00) per fiscal year. The fiscal year is defined as October 1st through September 30th.

CITY OF SCHERTZ B&B Inspection Services, LLC Service Agreement

- (E) *Payments Subject to Future Appropriation*. This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.
 - (1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.
 - (2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.
 - (3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.
 - (4) To the extent there is a conflict of this Section and any other language or covenants in this Agreement, this Section 3 shall control.

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

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

Section 5. <u>Insurance</u>

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

Contractor shall maintain the following limits and types of insurance:

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

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage,

coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

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

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

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

Evidence of such insurance shall be attached as Exhibit "C".

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

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

- (A) Subletting. The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.
- (B) Compliance with Laws. The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.
- (C) Independent Contractor. Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes,

social security taxes and the like are the sole responsibility of the Contractor.

- (D) Non-Collusion. Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.
- (E) Force Majeure. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- (F) Conflict of Terms.

Scope of work:

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

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

(G) Non-Boycott of Israel. The City of Schertz may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by accepting this purchase order, the vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this agreement (contract as applicable) will

not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

Relevant definitions from the bill:

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

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

Section 7. <u>Termination</u>

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than five (5) days written notice to the Contractor.
- (B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. <u>Indemnification</u>

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

Section 9. <u>Notices</u>

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. <u>Waiver</u>

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. <u>Exhibits & Attachments</u>

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

Section 19. <u>Entire Agreement</u>

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 20. <u>Relationship of Parties</u>

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

Section 21. <u>Right To Audit</u>

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

Section 22. <u>Dispute Resolution</u>

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

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

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

Certificate of Interested Parties

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Schertz City Council will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for any and all contract amendments, extensions or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

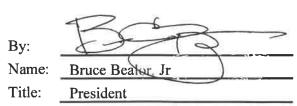
Please visit the State of Texas Ethics Commission website, <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u> and <u>https://www.ethics.state.tx.us/tec/1295-Info.htm</u> for more information.

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

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

CITY: By: Name: Steve Williams City Manager Schertz, Texas Title:

CONTRACTOR:



PAGE 9

ADDRESS FOR NOTICE:

CITY:

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

CONTRACTOR:

BB Inspection Services LLC 132 Blazing Meadow RD # 97 Spring Branch, Texas, 78070

EXECUTED on this the 15th day of

November , 2024.

Exhibit "A"

SCOPE OF WORK

Project

The Contractor shall provide plan review and building inspection services to the City.

Location

Various City locations

Scope of Work

The Contractor shall review provide building inspection services for any residential or commercial structure in Schertz, Texas. The Contractor will employ currently adopted International Building Code and Supplements thereto and the state-mandated 2017 National Electrical Code and 2015 International Energy Conservation Code.

City will schedule inspections with Contractor as needed. Contractor will provide services within one business day, unless otherwise agreed upon by City and Contractor. Contractor will provide inspection report to City electronically.

\$60.00 per inspection
\$60.00 per inspection
\$150.00 per inspection

*Frame (FEMP)/Building Final (BEMP) will be invoiced at \$60.00 per inspection not to exceed \$150.00.

Plan Review Fee Schedule	
Residential:	\$60.00 per plan
Commercial:	\$95.00 per hour
Multi Family:	\$95.00 per hour

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

City of Schertz Purchasing Department 1400 Schertz Parkway Schertz, TX 78154 emailed to: <u>purchasing@schertz.com</u> Faxed to: 210-619-1169



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2024

THIS CERTIFICATE IS ISSUED AS A MATT CERTIFICATE DOES NOT AFFIRMATIVELY BELOW. THIS CERTIFICATE OF INSURAN REPRESENTATIVE OR PRODUCER, AND TH	OR NEGATIVELY AMEND, ICE DOES NOT CONSTITU E CERTIFICATE HOLDER.	, EXTEND OR ALT TE A CONTRACT	ER THE CO BETWEEN	VERAGE AFFORDED E	3Y THI 2(S), A	E POLICIES UTHORIZED
IMPORTANT: If the certificate holder is an If SUBROGATION IS WAIVED, subject to the this certificate does not confer rights to the o	e terms and conditions of the	he policy, certain p	olicies may	NAL INSURED provision require an endorsemen	nsorb t.As	e endorsed. tatement on
PRODUCER	ertificate noticel in fieu of st	CONTACT Llama	: spections			
		PHONE (972) 3	25-2244	FAX (A/C, No):	(972)	325-4833
Superior Insurance		PHONE (A/C, No, Ext): (972) 3 E-MAIL ADDESS, homeins	nect@suneric	prinsuranceinc.com	(012)	020 1000
800 Central Parkway East S 200		ADDRESS: Herrente	GF			NAIC #
	TV 75074	INSURER A : SENTIN				NAIC # 11000
Plano	TX 75074					
INSURED		INSURER B: UNDER	WRITERSA	T LLOYDS OF LONDON		541350
WLB Inspections, LLC dba BB insp	ection Services, LLC	INSURER C :				
132 Blazing Meadow Rd, #97		INSURER D :				
		INSURER E :				
Spring Branch	TX 78070	INSURER F :				
COVERAGES CERTIFIC	ATE NUMBER:			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF IN INDICATED. NOTWITHSTANDING ANY REQUIRI CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH POLIC	EMENT, TERM OR CONDITION NN, THE INSURANCE AFFORE IES. LIMITS SHOWN MAY HAVE	I OF ANY CONTRACT DED BY THE POLICIE BEEN REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE	CT TO	WHICH THIS
INSR TYPE OF INSURANCE ADDL S		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
				EACH OCCURRENCE	\$ 1.0	00,000
CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,0	00,000
				MED EXP (Any one person)	s 10,	000
A	46 SBM AF1048	06/25/2024	06/25/2025	PERSONAL & ADV INJURY	\$ 1,0	00,000
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,0	00,000
				PRODUCTS - COMP/OP AGG	\$ 2,0	00,000
					\$	
				COMBINED SINGLE LIMIT (Ea accident)	\$ 1.0	00,000
ANY AUTO				BODILY INJURY (Per person)	\$	
A OWNED SCHEDULED	46 SBM AF1048	06/25/2024	06/25/2025	BODILY INJURY (Per accident)	\$	
HIRED V NON-OWNED		00/20/2021	00.20.2020	PROPERTY DAMAGE	\$	
AUTOS ONLY AUTOS ONLY				(Per accident)	\$	
X UMBRELLA LIAB X OCCUR				EACH OCCURRENCE	\$ 1.0	00,000
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AND EMPLOYERS' LIABILITY Y / N					¢	
ANY PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$	
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE		
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT		000,000
	1000077011	00/05/000 1	00/05/0005	Each Claim		000,000
B Errors and Omissions	HI000570H	06/25/2024	06/25/2025	Aggregate	¢٦,	000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (A) The General Liability policy includes a blanket ad of subrogation endorsement for the Certificate Ho and conditions. In addition primary and non-contr endorsement per written contract.	ditional insured endorsement v older when there is a written co	which includes ongoin ontract with the Name	ng and compl ed Insured that	eted operations and blank at requires such status sul	oject to	policy terms
CERTIFICATE HOLDER		CANCELLATION				_
City of Schertz		THE EXPIRATIO	N DATE TH TH THE POLIC	DESCRIBED POLICIES BE EREOF, NOTICE WILL CY PROVISIONS.	CANCEI BE Di	LLED BEFORE ELIVERED IN
Attn: Lesa C. Woods		AUTHORIZED REPRESE	22			
1400 Schertz Parkway, Building #1		Steron				
Schertz	TX 78154	1				
		© 19	88-2015 AC	ORD CORPORATION.	All rig	hts reserved

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AMENDMENT ONE

This Amendment is made to that Service Agreement previously executed by and between the CITY OF SCHERTZ, TEXAS ("City") and B&B Inspection Services LLC ("Contractor").

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Section Three (3) Compensation, Item D "Not To Exceed Contract Amount" is hereby amended as follows Expenditures for this contract shall not exceed EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$85,000) for the fiscal year of 2024-25.

All other requirements, terms, and conditions that are not hereby amended are to remain in full force and effect.

EXECUTED on this the	day of	, 2025.
)====:

CITY:

CONTRACTOR:

By:		By:
Name:	Steve Williams	Name:
Title:	City Manager	Title:

ADDRESS FOR NOTICE:

Schertz, Texas 78154

CITY:

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

CONTRACTOR:

BB Inspection Services LLC 132 Blazing Meadow Rd.#97 Spring Branch, TX 78252

CITY COUNCIL MEMORANDUM

City Council Meeting:	June 03, 2025
Department:	Engineering
Subject:	Resolution 25-R-064 - Authorizing a Task Order Agreement with Unintech Consulting Engineers, Inc., for Professional Services related to the Rehabilitation and Painting of the East Live Oak and Northcliffe Elevated Storage Tanks and Painting of the Ware Seguin Ground Storage Tank. (B.James/K.Woodlee)

BACKGROUND

The vertical fill and outlet piping in the East Live Oak and Northcliffe elevated storage tanks are showing increasing signs of fatigue and corrosion at their welded joints. This piping is critical to the operation of the tanks in the system. In order for the appropriate method of rehabilitation to be identified, examination and testing is necessary. Once results are available, the level of rehabilitation will be specified. That may include full replacement of the fill and/or outlet piping.

Generally, ground and elevated potable water storage tanks should be repainted inside and out every ten years. The Ware Seguin ground storage tank, East Live Oak elevated tank, and Northcliffe elevated tank are all overdue for this important maintenance activity. Since the rehabilitation of the fill and outlet pipes will require the draining of the tanks, staff plans to have the painting operation done during the same take-down period to save time, effort, and water loss.

Unitech Consulting Engineers is one of the City's on-call engineering firms and is qualified to perform this work.

GOAL

The goal of Resolution 25-R-064 is to authorize the execution of a task order agreement for Unintech Consulting Engineers, Inc., (Unintech) to provide professional services including survey, testing, evaluation, engineering, and construction phase services for the rehabilitation and painting of the East Live Oak and Northcliffe elevated storage tanks and painting of the Ware Seguin ground storage tanks.

COMMUNITY BENEFIT

Rehabilitation of corroded fill and outlet pipes in the East Live Oak and Northcliffe elevated storage tanks is critical to maintaining operation of the tanks and continuity of TCEQ-required storage volume and operational pressure for the City's water system. The same is true of the painting of those tanks along with the Ware Seguin ground storage tank. Periodic painting of the inside and outside of potable water storage tanks is important to prevent corrosion and maintain the quality of water in the system. This maintenance of the City's water infrastructure is a direct benefit to the community that relies on the predictable availability of water.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 25-R-064 authorizing the professional services task order agreement with Unintech for the rehabilitation and painting of the elevated and ground storage tanks.

FISCAL IMPACT

A base amount of \$93,517 and a not-to-exceed total of \$115,000 is proposed for this professional services agreement. Funding of \$100,000 from bonds for this project is allocated in the Combined Capital Improvement Plan from bonds and the remaining \$15,000, if needed, is available in the water operating budget. The construction cost estimate for the combination of the tank piping replacement and tank painting is currently \$2.2 million. The current budget, made up of a combination of bond funding and operation reserves, is \$2.5 million. As the actual scope of the project is developed through the evaluation and design work, funding may be shifted as needed to accommodate the extent of required construction.

RECOMMENDATION

Approve Resolution 25-R-064.

Attachments

Resolution 25-R-064 with attachments CIP Project Sheets Professional Services Fee Breakdown

RESOLUTION 25-R-064

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A TASK ORDER AGREEMENT WITH UNINTECH CONSULTING ENGINEERS, INC., FOR PROFESSIONAL SERVICES RELATED TO THE REHABILITATION AND PAINTING OF THE EAST LIVE OAK AND NORTHCLIFFE ELEVATED STORAGE TANKS AND PAINTING OF THE WARE SEGUIN GROUND STORAGE TANK

WHEREAS, the City Council has determined that the rehabilitation of fill and outlet piping at the East Live Oak and Northcliffe Elevated Storage Tanks is necessary; and

WHEREAS, the City Council has determined the need for repainting of the East Live Oak and Northcliffe Elevated Storage Tanks and the Ware Seguin Ground Storage Tank; and

WHEREAS, professional services are needed to test, evaluate, and prepare plans and specifications and provide bid and construction phase services related to the aforementioned rehabilitation and painting work; and

WHEREAS, Unintech Consulting Engineers, Inc., (Unintech) is an approved on-call Engineering Firm for the City of Schertz; and

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City to approve a task order for Unintech to provide the necessary professional services for the project.

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

Section 1. The City Council hereby authorizes a task order agreement in substantially the form set forth on Exhibit A with Unintech Consulting Engineers, Inc., for professional services related to the rehabilitation and painting of the East Live Oak and Northcliffe Elevated Storage Tanks and painting of the Ware Seguin Ground Storage Tank for \$93,517 and a not to exceed amount of \$115,000.

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

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the

provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit A

Task Order Agreement

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

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

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

PART 3 OF 4: TASK ORDER FORM

Prepared by









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National Society of Professional Engineers 1420 King Street, Alexandria, VA 22314-2794 (703) 684-2882 www.nspe.org

American Council of Engineering Companies 1015 15th Street N.W., Washington, DC 20005 (202) 347-7474 www.acec.org

American Society of Civil Engineers 1801 Alexander Bell Drive, Reston, VA 20191-4400 (800) 548-2723 www.asce.org

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TASK ORDER NO. 001

This is Task Order No. **001**, consisting of 6 pages.

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

1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	City of Schertz
с.	Engineer:	Unintech Consulting Engineers, Inc.
d.	Specific Project (title)	Elevated Tank Rehabilitation
e.	Specific Project (description):	Civil and Survey Engineering design services for the rehabilitation of East Live Oak and Northcliff Elevated Tanks, and repainting of Ware Seguin Rd Ground Storage Tank.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

2. BASELINE INFORMATION

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

Specific Project Title:

Elevated Tank Rehabilitation

-				
Type and Size of Facility:	Water Storage Tanks:			
	East Live Oak EST – 1.5 million gallon			
	Northcliffe EST - 1.5 million gallon			
	Ware Seguin Road – 500,000 gallon			
Description of Improvements:	• The assessment and design of replacement fill piping at two elevated storage tanks;			
	 East Live Oak elevated storage tank Northcliffe elevated storage tank 			
	• The internal and external assessment and design for the repainting of:			
	 East Live Oak elevated storage tank Northcliffe elevated storage tank Ware Seguin ground storage tank 			
	 Survey of each tank being painted to establish benchmark for future verification 			
Expected Construction Start:	January 2026			
Prior Studies, Reports, Plans:				
Facility Location(s):	 East Live Oak Elevated Storage Tank- 1049 LIVE OAK RD SCHERTZ, TX 78154 Northcliffe Elevated Storage Tank- 5700 COLUMBIA SCHERTZ, TX 78154 Ware Seguin Ground Storage Tank – 11340 WARE SEGUIN RD, SCHERTZ, TX 78154 			
Current Specific Project Budget:	TBD			
Funding Sources:	TBD			
Known Design Standards:	City of Schertz Public Works Design Guide, AASHTO Guide for Design of Pavement Structures 1993 Edition			
Known Specific Project Limitations:	City of Schertz			
Specific Project Assumptions:	Assessment and design of replacement fill piping –			
	 Will require sampling and analysis to determine the cause of failure and recommend replacement material City will obtain and provide to UNINTECH coupon samples at welds for analysis of pipe failure 			

Task Order.

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	 UNINTECH to prepare plans, bid documents, and estimates based on analysis and report Provide 3rd party inspections for construction phase for assure welding quality
	The internal and external assessment and design for the repainting of tank.
	 Will require an interior and exterior assessment of the tank per TCEQ/AWWA requirements Interior assessment to be completed by remote operated vehicle (ROV)
Other Pertinent Information:	Project is not in the Edwards Aquifer Regulated Zones, is not within an area known for environmentally sensitive features, is not located within a FEMA designated flood hazard area.
	Testing for lead paint is recommended for the Ware Seguin Site, built in 1988. To be included as a Supplemental Item

3. SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

□ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order.

- B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services:
 - 1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

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

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:
 - 1. Deliver and obtain and provide to UNINTECH coupon samples at welds for analysis of pipe failure.
 - 2. Provide access to Tank Sites for analysis during design phases.

6. TASK ORDER SCHEDULE

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

Date	Action / Milestone	Comment

7. ENGINEER'S COMPENSATION

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

Description of Service	Amount	Basis of Compensation
1. Basic Services		
Study and Report Phase	\$25,963.00	LUMP SUM
Preliminary Design	\$28,914.00	LUMP SUM
Final Design	\$17,605.00	LUMP SUM
Bid Phase	\$4,970.00	LUMP SUM
Construction Phase	\$6,585.00	LUMP SUM
Project Closeout	\$1,925.00	LUMP SUM
2. Resident Project Representative Services*	N/A	N/A
TOTAL COMPENSATION (items 1 and 2)	\$85,962.00	LUMP SUM
3. Additional Services under Section 3.D above		

Task Order.

Lead Paint Sampling and Report (Terracon)	\$1,700.00	
3 rd Party Inspections for Construction Phase Welding (BRL NDT)**	\$5,855.00	

*Based on an **8**-month continuous construction period.

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

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

- A. Terracon (Lead Paint Testing and 3rd Party Inspections)
- B. BakerRisk (Forensic analysis of fill pipe failure)
- C. Water Technologies, Inc (TCEQ/AWWA Inspection points for tank interior & exterior)

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order—Engineer's Services Under Task Order
- B. Exhibit B to Task Order—Task Order Deliverables Schedule
- C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order
- D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)
- E. Other:

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

OWNER:	ENGINEER:		
Ву:	By:	Manc BHOAJ	
Print Name:	Print Name:	Mark B Hill	
Title:	Title:	Director and Shareholder	
	Engineer's License or Firm's 94904 Certificate No. (if required):		
	State of:	Texas	
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATE	D REPRESENTATIVE FOR TASK ORDER:	
Name:	Name:	Mark B Hill	
Title:	Title:	Director and Shareholder	
Address:	Address:	2431 E. Evans Rd	
	-	San Antonio, Texas	
	_		
E-Mail Address:	E-Mail Address:	mhill@unintech.com	
Phone:	Phone:	210-590-4777	
Date:	Date:	4-18-2025	
Date:	Date:	4-18-2025	

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

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

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

PART 4 OF 4: EXHIBITS TO TASK ORDER

Prepared by





American Council of Engineering Companies





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EXHIBITS TO TASK ORDER

TABLE OF CONTENTS

EXHIBIT A-ENGINEER'S SERVICES UNDER TASK ORDER

EXHIBIT B-TASK ORDER DELIVERABLES SCHEDULE

EXHIBIT C—RESERVED

EXHIBIT D-DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

EXHIBIT E-EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

EXHIBIT F-RESERVED

EXHIBIT G-RESERVED

EXHIBIT H-RESERVED

EXHIBIT I—RESERVED

Exhibit A Table of Contents

Article 1—	BASIC SERVICES	2
1.01	Management of Engineering Services	2
1.02	Study and Report Phase	2
1.03	Preliminary Design Phase	3
1.04	Final Design Phase	7
1.05	Bidding/Proposal Phase	.12
1.06	Construction Phase	.13
1.07	Post-Construction Phase	.20
Article 2—	ADDITIONAL SERVICES	.21
2.01	Additional Services Not Requiring Owner's Written Authorization	.21
2.02	Additional Services Requiring Owner's Written Authorization	.22

1.

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

- 1.01 Management of Engineering Services
 - A. See Main Agreement, Paragraph 1.03.
- 1.02 Study and Report Phase
 - A. Engineer shall:
 - 1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **2** alternative solutions potentially available to Owner,

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unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

- 2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
- 3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
- 4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
- 5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
- 6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
- 7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
- 8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.
- 9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.
- 10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."
- <u>11.10.</u> Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
- <u>12.11.</u> Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

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13.12. Utilities, including Underground Facilities

- a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
- b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.
- c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
- d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.
- e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
 - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.
- 14.13. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.
- <u>15.14.</u> Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).
 - a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

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- <u>16.15.</u> Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. TCEQ/AWWA Inspection of storage tanks (East Live Oak Elevated Storage Tank, Northcliff Elevated Storage Tank, Ware Seguin Ground Storage Tank):
 - 1) Above and Underwater inspection of listed facilities
 - 2) Underwater narrated video photography, with remote camera
 - 3) Interior and exterior photos of corrosion
 - 4) **Detailed Written report with photos**
 - b. BakerRisk Laboratory Analysis:
 - 1) Visual and photo documentation of samples
 - 2) Digital optical microscopy
 - 3) Metallography
 - 4) Composition analysis of pipe, weld, and scale/corrosion product
 - 5) **Determine the cause(s) of the failure.**
 - 6) Recommend replacement materials, if any change is required.
 - 7) Provide detailed report.
 - c. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
- <u>17.16.</u> Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.
- 1.03 Preliminary Design Phase
 - A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Specific Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Specific Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific

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modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

- B. Upon written authorization from Owner, Engineer shall:
 - 1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
 - 2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.
 - 3. Prepare a Preliminary Design Phase Report in the following format
 - a. narrative report with calculations and summary of design decisions as described below
 - b. assemblage of preliminary construction plans.
 - 4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:
 - a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").
 - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.
 - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.
 - d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.
 - e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - f. Revised opinions of probable Construction Cost.
 - g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in

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the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;

- h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
- i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.
- j. Other matters and information pertinent to addressing the Specific Project Goals.
- 5. In preparing the Preliminary Design Phase Report, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
- 6. Visit the Site as needed to prepare the Preliminary Design Phase Report.
- 7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
- 8. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
- 9. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.
 - b. Such Underground Facilities Procedure must take into account the Site and the nature of the Specific Project.
 - c. Use the Underground Facilities Procedure to aid in the performance of design services:

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- 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
- 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
- 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.
- 10. Mitigation of Utilities Conflicts
 - Identify potential conflicts between the Specific Project (including existing and new а. facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
 - b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
 - Working together with Owner, jointly identify which specific parties or other c. entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
 - 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.
- 11. Surveys, Topographic Mapping, and Utility Documentation
 - Coordinate with Owner's utility engineer, utility consultant, or land surveyor for a. the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
 - If no scope of work and procedure for utility documentation has been established, b. selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all

Exhibit A-Engineer's Services Under Task Order.

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associated rights as to recourse against the sources of such flawed information and against third parties.

- 12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.
- 13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.
- 14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
 - a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than<u>modified version of</u> the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
 - b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
- 15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.
 - a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.
- 16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Topographic Survey: Establish benchmarks control for each tank being painted to monitor future fluctuations in foundation
 - b. Prepare construction plans for rehabilitation of tanks, tank piping, and painting
 - c. Opinion of probable construction cost

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- 17. Furnish the <u>Preliminary Design Phase Report</u>, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
- 18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.
 - 1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one (1)** If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 - 2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
 - 3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

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- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:
 - 1. First Final Design Phase draft of all Drawings and Specifications.
 - 2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
 - 3.2. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
 - 1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 - 2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.
 - 3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
 - 1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

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- 2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
 - 1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 - 2. Assist with or prepare applications for permits and approvals, as follows:
 - a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.
 - b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project:
 - 1) TCEQ/EPA on lead paint mitigation if required
 - c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Specific Project and receive the agency's comments on the application.
 - g. Engineer does not guarantee issuance of any required permit or approval.
 - h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
 - 3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
 - 4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.

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- 5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
- 6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
- 7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:
 - a. First draft design review meeting at Owner's office.
 - b. Second draft design review meeting at Owner's office.
 - c. [Indicate others as appropriate for the Specific Project].
 - d.<u>b.</u> Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
- 8. Perform or provide the following other Final Design Phase activities or deliverables:
 - a. Construction plans for rehabilitation of tanks, tank piping, and painting
 - b. Report on final benchmark establishment at each tank
 - c. Bid Documents
 - d. Construction Estimates
- G. Engineer shall complete the Final Design Phase as follows:
 - 1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.
 - 2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
 - 3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.
- 1.05 Bidding/Proposal Phase
 - A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable

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Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

 Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.

a. Owner's procurement website

- 2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
- 3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
- 4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
- 5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
- 6. Consult with Owner as to the qualifications of prospective contractors.
- 7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
- 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- 9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. none
- 10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.
- 1.06 Construction Phase
 - A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any

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necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.

- 1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
- 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
 - General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC[®] C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.
 - a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
 - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

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- c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
- Field Office: [Delete or edit as applicable to the Specific Project] Engineer and Resident Project Representative (if any) will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings, all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.<u>Deleted</u>
- 3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Engineer will not be providing RPR services under the specific Task Order, then delete this Paragraph 3 by inserting the word "DELETED" after the paragraph title; do not include Exhibit D as an exhibit to the specific Task Order; and do not include RPR compensation in Paragraph 7 of the Exhibit specific Task Order_Deleted.]
- 4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
- 5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
- 6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- 7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- 8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

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- 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
- 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
- 9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- 10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
- 11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - Make visits to the Site at intervals appropriate to the various stages of the Work, a. as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.
 - The purpose of Engineer's visits to the Site, and representation by the Resident b. Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and

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Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- 12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
 - a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
- 13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
- 14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- 15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- 16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

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- 17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 18. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
- 19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
- 20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.
- 21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
- 22. Inspections and Tests
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

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- c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
- d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- 23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - Determine the amounts that Engineer recommends Contractor be paid. а. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - By recommending payment, Engineer shall not thereby be deemed to have b. represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- 24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.
- 25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- 26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
- 27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
 - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- 28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in

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connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 - 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. Prepare a plan of record based on Contractor redlines approved by the City Inspector.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

- 2.01 Additional Services Not Requiring Owner's Written Authorization
 - A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
 - 1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

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- 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
- 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
- 5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
- 6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
- 7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
- 8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
- 9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

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- 10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
- 11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
- 12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.
- 2.02 Additional Services Requiring Owner's Written Authorization
 - A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
 - 1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 - 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 - 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 - 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 - 6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
 - 7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

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- 8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
- 9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
- 10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
- 11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
- 12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
- 14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

- 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
- 18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.
- 19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
- 20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- 21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
- 22. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
- 23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
- 24. Preparation of operation, maintenance, and staffing manuals.
- 25. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
- 26. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
- 27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
- 28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or

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other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).

- 29. Overtime work requiring higher than regular rates.
- 30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
- 31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 - a. Lead Base Paint Sampling and Report
 - 1) For Ware Seguin Ground Storage Tank includes site visit, field time, travel, report, XRF use, and analysis of up to three (3) bulk LCP samples
 - b. Additional Services: 3rd Party Inspection of Welds for Northcliffe EST (Northeast Quadrant Tank) and the East Live Oak EST (Southwest Quadrant Tank)
 - 1) Radiographic testing of the following:
 - a) 10ea, 16"/SCH 40 Pipe Welds
 - b) 10ea, 18/SCH 40 Pipe Welds
 - 2) Magnetic Particle Testing of the following:
 - a) Pipe to Flange Fillet Welds
 - b) Weld-O-let to Pipe Welds
- 32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
- 33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B-TASK ORDER DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph and table.

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit one (1) review copies of the Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within 70 days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within 15 days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit one (1) copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within 7 days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit one (1) copy of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within 30 days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within 15 days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit one (1) copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within 30 days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction- ready Drawings and Specifications to Engineer.	1.04.G.2	Within 15 days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.

Exhibit B—Task Order Deliverables Schedule.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit to Owner: One (1) copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and One (1) copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2; 1.04.G.3	Within 15 days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit One (1) copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within 5 days of written authorization by Owner to proceed with Bidding/Proposal Phase services.

Exhibit B—Task Order Deliverables Schedule.

EXHIBIT C—RESERVED

Guidance Notes—Exhibit C

1. See Exhibit C—Amendment to Main Agreement, in E-505 Part 2 of 4: Exhibits to Main Agreement.

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ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Main Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

- 1.01 Resident Project Representative
 - A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - B. The RPR will provide full-time representation [revise if representation will be less than full time].
 - C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.
- 1.02 Duties and Responsibilities of RPR
 - A. The duties and responsibilities of the RPR are as follows:
 - 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

- 4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
- 5. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- 7. Shop Drawings, Samples, and other Submittals
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractorapproved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
- 8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- 9. Review of Work; Defective Work
 - Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

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removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- 10. Inspections, Tests, and System Start-ups
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
 - f. Nothing in this Agreement will be construed to require RPR to conduct inspections.
- 11. Records
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

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- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.
- 12. Reports
 - a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- 13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- 15. Completion
 - a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

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1.03 Limitations of Authority

- A. Resident Project Representative shall not:
 - 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.

Omitted

EXHIBIT E—EJCDC[®] C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

- 1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
- 2. This Notice reflects and is an expression of the Engineer's professional opinion.
- 3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
- 4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
- 5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
- 6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature):	
Name (printed):	
Title:	

Exhibit E—Notice of Acceptability of Work.

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EXHIBIT F—RESERVED

Guidance Notes—Exhibit F

1. See Exhibit F—Electronic Documents Protocol (EDP), in E-505 Part 2 of 4: Exhibits to Main Agreement.

EXHIBIT G-RESERVED

Guidance Notes-Exhibit G

1. See Exhibit G—Insurance, in E-505 Part 2 of 4: Exhibits to Main Agreement.

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EXHIBIT H—RESERVED

Guidance Notes—Exhibit H

1. See Exhibit H—Dispute Resolution, in E-505 Part 2 of 4: Exhibits to Main Agreement.

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EXHIBIT I—RESERVED

Guidance Notes-Exhibit I

1. See Exhibit I—Limitations of Liability, in E-505 Part 2 of 4: Exhibits to Main Agreement.

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Project Type:	Water	Project Code:
Project Title:	Elevated Storage Tank Pipe Replacement	
Project Manager:	Engineering	
Location Description:	East Live Oak Elevated Tank, 1-35 Elevated Tank, Northcliffe Elevated Tank	
Project Summary:	Replace vertical fill line piping in these three elevated tanks due to increased sign Field investigation confirmed soundness of IH-35 piping. This project will now include only the Eas Oak and Northcliffe Elevated Storage Tanks. Project is being combined with Water Storage Ta Painting Project for FY25.	Tank t Live
Start Date:	Oct-24 Summer 2025	
Completion Date:	Feb-25 Spring 2026	

Project Forecast

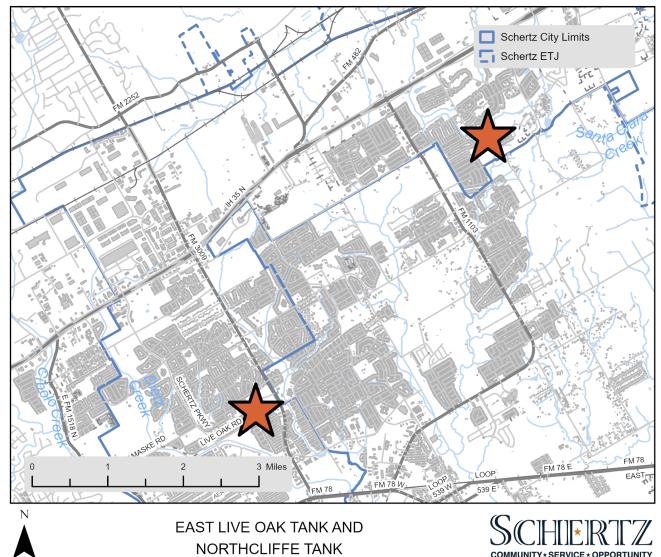
	rior priation	20	23-24	2024-25	20)25-26	20	26-27	202	27-28	202	28-33	Т	otal Cost
Funding Source														
Bonds	\$ -	\$	-	\$ 1,100,000	\$	-	\$	-	\$	-	\$	-	\$	1,100,000
	\$ -	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-
	\$ -	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-
Total Funding Source	\$ -	\$	-	\$ 1,100,000	\$	-	\$	-	\$	-	\$	-	\$	1,100,000
Expenditure														
Land Purchase	\$ -	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-
Professional Services	\$ -	\$	-	\$ 100,000	*\$	-	\$	-	\$	-	\$	-	\$	100,000
Construction	\$ -	\$	-	\$ 1,000,000	\$	-	\$	-	\$	-	\$	-	\$	1,000,000
Total Expenditure	\$ -	\$	-	\$ 1,100,000	\$	-	\$	-	\$	-	\$	-	\$	1,100,000

* Professional Services agreement base amount = \$93,517 (Not-to-exceed \$115,000). Supplemental funding available in water operations budget if needed.

Project Type:	Water	Project Code:	0
Project Title:	Elevated Storage Tank Pipe Replacement		

Location:

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PIPE REPLACEMENT

COMMUNITY * SERVICE * OPPORTUNITY

Project Type:	Water			Project Code:
Project Title:	Elevated and Grou	nd Storage Water Tank Pain	ing	
Project Manager:	Engineering			
Location Description:	Elevated and Grou	nd Storage Water Tanks		
Project Summary:	will be painted atte Tar Noi Pro	ast once every 10 years. Iks identified for F thcliffe Elevated a	Y25 painting are Eas nd Ware Seguin Gro ined with Elevated S	ound Storage Tanks.
Start Date:	Oct-24	Summer 2025]	
Completion Date:	Sep-33	Spring 2026		

Project Forecast

CITY OF SCHERTZ

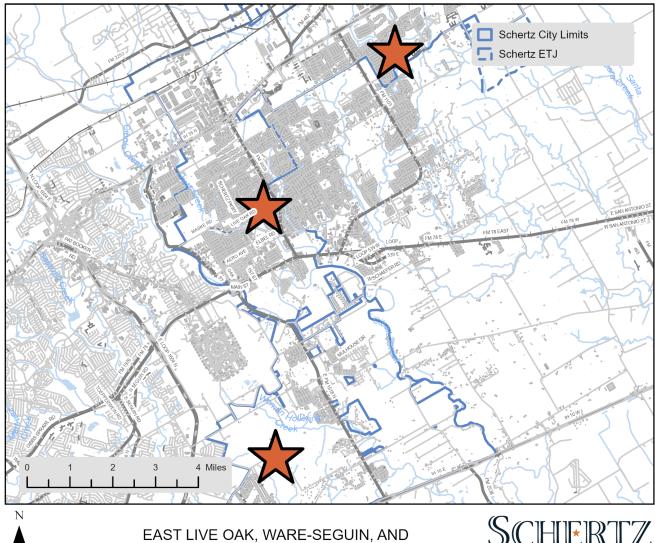
	Prio	r												
	Appropr	iation	202	23-24	2024-25	2	2025-26	2026-27		2027-28	20	28-33	Т	otal Cost
Funding Source														
Water/Sewer Reserves	\$	-	\$	-	\$ 1,500,000	\$	-	\$ 1,500,00	0 \$	-	\$3,	000,000	\$	6,000,000
	\$	-	\$	-	\$ -	\$	-	\$-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$ -	\$	-	\$-	\$	-	\$	-	\$	-
Total Funding Source	\$	-	\$	-	\$ 1,500,000	\$	-	\$ 1,500,00	0\$	-	\$3,	000,000	\$	6,000,000
Expenditure														
Land Purchase	\$	-	\$	-	\$ -	\$	-	\$-	\$	-	\$	-	\$	-
Professional Services	\$	-	\$	-	\$ -	\$	-	\$-	\$	-	\$	-	\$	-
Construction	\$	-	\$	-	\$ 1,500,000	\$	-	\$ 1,500,00	0 \$	-	\$3,	000,000	\$	6,000,000
Total Expenditure	\$	-	\$	-	\$ 1,500,000	\$	-	\$ 1,500,00	0\$	-	\$3,	000,000	\$	6,000,000

Project Type:	Water	Project Code:	0
Project Title:	Elevated and Ground Storage Water Tank Painting		

Location:

CITY OF SCHERTZ

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



NORTHCLIFFE TANK PAINTING



City of Schertz

PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

Project: Elevated Tank Rehabilitation Prime Consultar UNINTECH CONSULTING ENGINEERS, INC. Subconsultant: BakerRisk, Terracon, BRL NDT, Water Technologies Proposal Date: 4/30/2025 Prepared By: Mark B Hill, PE

			Project Engineer	EIT	RPLS	Survey Tech	Survey Crew - 2 man	-	
		\$220.00	\$185.00	\$125.00	\$235.00	\$133.00	\$175.00	-	
TASK CODE A	AND DESCRIPTION	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	TASK HOURS	TASK / PHASE FEE
Study and Re	port Phase	8	22	24	0	0	0	54	\$ 25,963.00
1.01	Project Administration (includes but not limited to invoicing, sub	-		27	0	0	0	•	÷ _0,000.00
	consultants management, document management)	2						2	\$440.00
1.02	Scoping Meeting	1						1	\$220.00
1.03	Site Visit (3 sites)	3	3					6	\$1,215.00
1.04	Coordination with Stakeholder/jurisdictional authorities		4					4	\$740.00
1.05	Review any utility mapping and surveys and other utilities documentation		4					4	\$740.00
1.06	Develop and Maintain Project Schedules		4					4	\$740.00
1.07	TCEQ/AWWA Inspection of storage tank - Northcliffe, E Live Oak,		•					•	<i></i>
1.07	Ware Seguin (Water Technologies, Inc.)							0	\$2,608.00
1.08	Analysis of Existing Welds(BakerRisk)							0	\$14,525.00
1.09	Prepare Report		6	24				30	\$4,110.00
1.10	QA/QC - Internal/3d Party	1						1	\$220.00
1.11	Review Meeting with City (incl. prepare exhibit, minutes)	1	1					2	\$405.00
Preliminary D		7	44	132	1	3	12	199	\$ 28,914.00
2.01	Project Administration (includes but not limited to invoicing, sub	,		102	•	Ū	12		+
2.01	consultants management, document management.	2						2	\$440.00
2.02	General Environmental Coordination - TCEQ		2					2	\$370.00
2.03	Establish Benchmarks/Control		-		1	3	12	16	\$2,734.00
2.04	Existing Conditions Model (Planimetrics/Topography)(3 site)		4	16	I	0	12	20	\$2,740.00
2.05	Design Model - Improvements		4	16				20	\$2,740.00
2.06	Preliminary Construction Plans - Front End Docs		1	4				5	\$685.00
2.07	Preliminary Construction Plans - Special Detail Plans	2	20	72				94	\$13,140.00
2.08	Design Report - Preliminary Design Phase	L	20	8				10	\$1,370.00
2.09	Quantity Take-off and Estimate		8	8				16	\$2,480.00
2.10	QA/QC - Internal/3d Party	2	0	0				2	\$440.00
2.11	Review Meeting with City (incl. prepare exhibit, minutes)	1	1					2	\$405.00
2.12	Response to Owner Comments		2	8				10	\$1,370.00
Final Design		4	35	82	0	0	0	121	\$ 17,605.00
3.01	Project Administration (includes but not limited to invoicing, sub	Т	00	02	0	0	0		• 11,000100
5.01	consultants management, document management.	2						2	\$440.00
3.02	General Environmental Coordination - TCEQ		1					1	\$185.00
3.02	Final Construction Plans - Front End Docs		1	2				3	\$435.00
3.03	Final Construction Plans - Special Detail Plans		6	24				30	\$4,110.00
3.04	Final Design Report		2	27				2	\$370.00
3.06	Construction Contract Documents - Front End Documents		<u> </u>					<u> </u>	\$740.00
	Construction Contract Documents - Profit End Documents Construction Contract Documents - Special Provisions	_	4	24				30	\$4,110.00
3.07	Construction Contract Documents - Special Provisions	_	Ø	24				30	Φ 4, ΓΙΟ.ΟΟ

City of Schertz

PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

Project: Elevated Tank Rehabilitation Prime Consultar UNINTECH CONSULTING ENGINEERS, INC. Subconsultant: BakerRisk, Terracon, BRL NDT, Water Technologies Proposal Date: 4/30/2025 Prepared By: Mark B Hill, PE

		Project Manger	Project Engineer	EIT	RPLS	Survey Tech	Survey Crew - 2 man	-	
		\$220.00	\$185.00	\$125.00	\$235.00	\$133.00	\$175.00	-	
TASK CODE #	AND DESCRIPTION	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	TASK HOURS	TASK / PHASE FEE
2.09	Construction Contract Documenta - Special Specifications		6	24				30	\$4,110.00
3.08	Construction Contract Documents - Special Specifications Quantity Take-off and Estimate		0	24				30 4	\$740.00
3.10	QA/QC - Internal/3d Party	2	4					2	\$440.00
3.10	Response to Owner Comments	Z	4	8				12	\$1,740.00
3.12	TCEQ Permits		4	0				12	\$185.00
Bid Phase	TOEQ Femilits	4	14	12	0	0	0	30	\$ 4,970.00
4.01	Finalize Constructability Issues	4	14 2	12	0	0	0	30 4	\$ 4,970.00
4.01	Final Construction Contract Documents/Plans	2	<u> </u>	8				12	\$1,740.00
4.02	Submit 100% Plans/ Signed and Sealed	1	4	0				12	\$220.00
4.03	Participate in Pre-Bid Meeting	1	1					2	\$405.00
4.04	Respond to Contractor Questions	I	<u> </u>					4	\$740.00
4.06	Prepare and Distribute Necessary Addenda		2					2	\$370.00
4.07	Prepare Bid Tabulation and Letter of Recommendation		1	4				5	\$685.00
Construction I		1	29	8	0	0	0	38	\$ 6,585.00
5.01	Participate in Pre-Con meeting	1	1	0	0	0	0	2	\$405.00
5.02	Review Shop Drawings	I	1	4				5	\$685.00
5.02	Review Contractor Pay Estimates		1	4				5	\$685.00
5.04	Respond to RFI's		4	7				4	\$740.00
5.05	Review / Negotiate Change Orders		2					2	\$370.00
5.06	Project Site Visits and Reports (Minimum One Per Month)(Assumed 8 months)		12					12	\$2,220.00
5.07	Participate in Construction Progress Meetings and Prepare Meeting Minutes		4					4	\$740.00
5.08	Final Walkthrough and Punchlist Review		4					4	\$740.00
Project Closed	out	0	5	8	0	0	0	13	\$ 1,925.00
6.01	Prepare Record Drawings		2	8				10	\$1,370.00
6.02	Anniversary site vist with Owner		3					3	\$555.00
TOTAL BAS	SE FEE	24	149	266	1	3	12	455	\$85,962.00
Additional Ser	rvices	0	0	0	0	0	0	0	\$ 7,555.00
7.01	TERRACON - Lead Paint Sampling and Report	0	0	0	0	0	0	~	\$1,700.00
7.01	BRL NDT - 3rd Party Inspection for Construction Phase Welding								\$5,855.00
	SE FEE + ADDITIONAL SERVICES	24	149	266	1	3	12	455	\$93,517.00



April 2, 2025

Mark B. Hill Director/Share Holder, Civil Division Unintech Consulting Engineers, Inc. 2431 E. Evans Road San Antonio, TX 78259 <u>smhill@unintech.com</u>

Re: Analysis of Water Tank Pipes in Shertz, TX BakerRisk Proposal No. P20920

Dear Mark:

Baker Engineering and Risk Consultants, Inc. (BakerRisk[®]) is pleased to submit this proposal to perform an analysis of failing pipes for the City of Shertz located in Shertz, Texas. A description of our proposed scope of work, budget, and schedule is provided below.

1 INTRODUCTION AND BACKGROUND

The City Engineer in Shertz, Texas identified a need for the assessment of existing piping and the design of replacement piping for the elevated storage tanks at East Live Oak and Northcliff. It appears that welds are failing on pipe sections and there is concern that there may be a failure leading to loss of feed to the tanks. It was initially believed that the tank at the I-35 EST would be included in the scope, but observations by staff showed that the pipe was in good condition.

Unintech contacted BakerRisk for assistance with the project stating initially there was a need for thirdparty testing/inspection services to ensure the quality of the welding. Unintech provided images to BakerRisk, which show evidence of welds failing on pipes, as shown in Figure 1. The pipes are constructed from stainless steel, although the type is unknown.

In our discussion with Unintech, it became evident that the cause of the failing pipes needs to be determined to understand the appropriate next steps. This is because stainless steel can fail in the apparent manner even when there is no fault in the materials or welding.



Figure 1. Site Photographs of Leaking Pipes

2 SCOPE OF WORK

The purpose of this project is to determine the cause of failure of the pipe and weld materials of the elevated storage tanks at East Live Oak and Northcliff in Shertz, Texas. With knowledge of the failure mechanism, appropriate recommendations will be made. The following tasks will be performed.

- Site visit to determine the best locations(s) to take samples of pipe/weld and samples of corrosion product. See Figure 2 for proposed sampling locations. Confirm if both tank's pipes look the same.
- 2. BakerRisk Laboratory Analysis:
 - a. Visual and photo documentation of samples
 - b. Digital optical microscopy
 - c. Metallography
 - d. Composition analysis of pipe, weld, and scale/corrosion product
- 3. Determine the cause(s) of the failure.
- 4. Recommend replacement materials, if any change is required.
- 5. Provide Unintech with a detailed report.



Figure 2. Proposed Sampling Locations

3 PROJECT MANAGEMENT

BakerRisk has an experienced team of consultants who have performed numerous studies similar to the proposed effort. The project manager will be Dr. Milo Kral, P.E. with assistance from Mr. Dan Benac. Resume profiles for the proposed project team are attached in Appendix A.

Note that depending on the availability of staff, the services of additional BakerRisk consultants may be required.

4 DATA REQUIREMENTS

The following information should be provided to BakerRisk prior to the start of the project:

- 1. Relevant engineering drawings of the current design.
- 2. Materials specifications for current pipe materials.
- 3. Specifications for the welding process used in the current design.
- 4. Typical water chemistry analysis data relevant to each site.
- 5. Water treatment process (if relevant).

From discussions, we understand that some of this data may not be available.

Further data requirements will be reviewed during project initiation following the receipt of a Purchase Order (PO). If necessary, BakerRisk may make other reasonable requests for additional data during the course of the project.

The project schedule is dependent on receipt of required information and work will not begin until all requested information is received.

5 PROJECT SCHEDULE AND DELIVERABLES

The proposed project schedule is based on information made available to BakerRisk as of the date of this proposal. The actual project schedule/timeline will be confirmed and coordinated with the project team once the project has been awarded.

The site visit can be scheduled within 1 week after purchasing documents are received and accepted. The site visit is expected to take $\frac{1}{2}$ - 1 day. During the site visit, the sampling locations will be identified.

A progress report will be presented on Microsoft Teams ~ five to ten days after samples have been received.

A draft report will be delivered for review approximately ten working days after the site visit is completed and samples are received. Comments on the draft report should be provided within two to three weeks.

The final report will be issued within ten working days after comments on the draft have been received. If no comments are provided within the specified review period, the final report will be issued at that time.

Additional revisions to the draft or final reports are beyond the current scope of work and would require additional funding and an extension of the project schedule.

Tack (Activity				C	umul	ative	Wee	eks			
Task/Activity	0	1	2	3	4	5	6	7	8	9	10
PO received											
Contractual issues resolved											
Provide required documents/drawings or other information											
Site visit conducted											
Samples received											
Prepare draft report											
Issue draft report											
Unintech's comments received on draft report											

 Table 1. Proposed Project Schedule

		Cumulative Weeks										
Task/Activity	0	1	2	3	4	5	6	7	8	9	10	
Resolve comments on draft												
Issue final report												
Color Key: BakerRisk Task Unint	<mark>ech Tas</mark>	k			Joint	Task f	or Bak	erRisk	/Unin	tech		

6 COST

The proposed work will be carried out on a Time and Materials basis estimated not to exceed \$14,524. In the event that costs approach 80% of the estimate prior to delivery of the draft report, approval may be sought for additional funding.

All costs are quoted in USD and do not include any applicable taxes. Billing rates are based on the year in which services are provided and are subject to change annually. Invoices will follow the schedule provided in Table 2. Only local travel is anticipated for this effort.

Table 2. Cost Estimate by Task

Task	Work Description	Cost US\$
1	Delivery of Draft Report	14,524

Follow-on support, if desired, will be contracted at the time such services are requested. For example, BakerRisk can review materials specifications, welding processes, and weld inspection data. Additional funding will be required if the scope is increased or if some portion of the proposed work required effort beyond that described herein.

7 CONTRACTING

This proposal is valid for a period of 30 days from date of issue. Please sign in the space below to indicate your acceptance of our proposed scope of work. Please also sign and return the attached BakerRisk Services Agreement (Appendix B). Receipt of this signed proposal and the attached Agreement will initiate the contracting process with BakerRisk so project activity can be scheduled.

	ACCEPTANCE OF SCOPE OF WORK AS P	ROPOSED
Accepted by:		
	Signature	Date
	(print name)	(title)

Signed acceptance of this proposal and either a funding document [including agreed to terms & conditions] or the signed BakerRisk Services Agreement as stated above are required before work can begin.

The attached BakerRisk Services Agreement will apply to the project activity set out in this proposal. Once it is fully executed, the Services Agreement will simplify the contracting process and easily support future work.

It is BakerRisk's policy that project activity cannot start until we have an approved purchase order or contracting documents in place. In order to allow sufficient time for report review, comment resolution, iteration, and follow-up, BakerRisk suggests a contract duration of six months. For assistance with contractual requirements, please contact Ms. Andrea Payte (<u>Contracts@BakerRisk.com</u>) in our San Antonio office at 210-824-5960.

If you require additional information or have any technical questions or comments, please contact me at mkral@BakerRisk.com or 210-721-7340. Thank you for giving us the opportunity to bid on this work. We look forward to hearing from you in the near future.

Sincerely,

Milo Kral, Ph.D., P.E. Principal Engineer

Attachments: Appendix A. Project Team Profiles Appendix B. BakerRisk Services Agreement

Approval:

Travis J. Holland, P.E. Discipline Lead, Protective Structures

APPENDIX A. PROJECT TEAM PROFILES

BAKE

MILO KRAL, Ph.D. Principal Engineer

Vanderbilt University

Ph.D., Materials Science and Engineering, minor in Mechanical Engineering (1996)

M.Sc., Materials Science and Engineering (1992)

B.E., Mechanical Engineering (1984)

Areas of Practice

Dr. Milo Kral works in the BakerRisk[®] San Antonio office as part of the Materials Engineering & Forensics Group. A registered professional metallurgical engineer, Dr. Kral is a specialist in the selection and performance of structural materials, with extensive expertise in corrosion, stress corrosion, creep, fatigue, and fracture of metals. He has over 30 years of experience investigating and solving problems in a wide variety of industries including light and heavy manufacturing, aircraft structures and powerplant, aluminum and bronze foundries, food production, oil & gas, mining, pulp & paper, HVAC, energy production (hydro, wind, and land-based gas turbines), and many others. He has testified as an expert witness, both in civil and criminal cases. Dr. Kral also has 25 years' experience in engineering education and has run many short courses for industry and government organizations.

Experience

Dr. Kral has over 30 years of consulting experience in the U.S. and New Zealand with a focus on failure analysis of structural materials for civil/structural and mechanical components and systems. An independent consultant in New Zealand 1998-2023, Dr. Kral worked on many high-profile cases including structural damage and failure in the Christchurch earthquakes and investigations of the Pike River Mine Disaster. He has extensive experience with corrosion, stress corrosion, creep, fatigue, and fracture of steels, stainless steels, nickel-based alloys, aluminum, copper-based, titanium alloys, and polymers.

Dr Kral is co-author of *Mechanical Behavior of Materials*, Pearson (2019), which is an advanced text on Fracture Mechanics and Failure. He also designed and taught a university-level full semester course on Failure Analysis and Prevention, as well as a short course on Forensic Engineering for Engineering New Zealand. He has published over 30 papers relating to performance of alloys and failure of components and systems.

Professional Chronology

General Motors/Electronic Data Systems (seconded to Rochester Products), Systems Engineer, 1984-1990

Vanderbilt University, Research and Teaching Assistant, 1990-1996

U.S. Naval Research Laboratory, ASEE Postdoctoral Fellow, 1996-1998

University of Canterbury (NZ), Professor of Mechanical Engineering, 1998-2023

University of Canterbury (NZ), Head of Mechanical Engineering, 2007-2017

Metallurgical and Materials Consultants Ltd., Principal and Director, 2007-2023

Baker Engineering and Risk Consultants, Inc., Principal Engineer, 2023-present

Professional Registrations/Certifications

Licensed Metallurgical Professional Engineer Tennessee 120426, Texas 152860

Professional Memberships and Honors

Emeritus Professor, University of Canterbury, Christchurch New Zealand, 2024 - present

Member, American Society of Materials (ASM)

Member, The Minerals, Metals and Materials Society (TMS)

Failure Analysis Society of ASM Board of Directors, 2020-present

Editorial Board of Failure Analysis and Prevention, 2021-present

Fellow, Alpha Sigma Mu, Materials Honorary Society, 2014-present

Fellow, Engineering New Zealand, 2013-present



DANIEL J. BENAC, P.E., CFEI, ASM Fellow Senior Principal Engineer

B.S. Metallurgical Engineering, University of Illinois Masters, Dallas Theological Seminary

Areas of Practice

Dan Benac works at BakerRisk's San Antonio office in the Materials Engineering Group. As a registered professional metallurgical engineer in Texas, Mr. Benac has over 40 years of experience as specialist in structural integrity and material issues, failure analysis of plant equipment, materials evaluations, and materials selection for designs.

Experience

- Mr. Benac has conducted hundreds of in-depth investigations and analyses of service failures and mishaps for a variety of structures for the nuclear, refining, petrochemical, and fossil-power industries. He investigates equipment such as pipelines, rotor shafts, valves, pumps, heat exchangers, reactor vessels, piping, compressor, and turbine blades and disks.
- Mr. Benac is the program manager for the global Ammonia & Fertilizer Joint Industry Program and subject matter expert on damage mechanisms and mitigation options for ammonia and fertilizer equipment.
- Mr. Benac has been a principal investigator in explosions of pipelines, piping, boilers, and pressure vessels. For the transportation industry, he has the unique distinction of having conducted investigations of exploded compressed natural gas (CNG) composite-wrapped cylinders used on buses, trucks, and airline ground equipment. He has also participated as team lead assessing structural integrity concerns of equipment and vessels and conducting root cause analyses (RCA).
- Mr. Benac has characterized steel, titanium, aluminum alloys, nickel-based alloys, and polymer composites. As a material design
 engineer, he was the lead engineer for the selection of metallic materials and processes for the design of an advanced aircraft.
 He was involved in a two-year study evaluating steel I-beams used for earthquake applications. In addition, he was responsible
 for specifying the materials of construction for a North Sea unit on an offshore platform that removed hydrogen sulfide from
 produced crude oil.
- Mr. Benac is involved with life assessment of heat-damaged structures, elevated-temperature exposure, and fatigue of rotating equipment. He has edited an ASM handbook article on life assessment of structural components, ASM International's failure analysis training courses for Elevated-Temperature Failures and Pressure Vessel Failures, and an online course for Understanding the Basics of Corrosion.
- Mr. Benac was the principal investigator on failure investigations and structural integrity issues related to F-16, F-111, T-38, T-37, and C-5 aircrafts. He was the principal investigator of failures of components and equipment such as wingskins, landing gears, and actuator systems. He was the lead for metallic materials for the next generation carrier-based attack airplane.
- Mr. Benac conducts training courses to increase equipment reliability. He has conducted training and tutorial lectures that include: 1) Preventing Brittle Failure of Materials, 2) Determination of Root Cause for Failure, 3) Understanding Fatigue Behavior, and 4) Understanding and Controlling Corrosion. He edited ASM International's failure analysis training courses for Elevated-Temperature Failures and Pressure Vessel Failures.
- Mr. Benac has co-authored fifty peer-reviewed technical papers related to equipment reliability.

Professional Chronology

Texaco, Inc., Engineer, 1978-1982; Dallas Theological Seminary, Student, 1982-1984; General Dynamics Forth Worth Division, Snr. Engineer, 1985-1988, Engineering Specialist, 1988-1992; Southwest Research Institute, Snr. Research Engineer, 1992-1998; Bryant-Lee Associates, Staff Engineer, 1998-2005; Baker Engineering and Risk Consultants, Inc., Senior Principal Engineer, 2005-present.

Professional Registrations/Certifications

Registered Professional Engineer (Texas); NAFI Certified Fire and Explosion Investigator (CFEI); ASM Fellow

Professional Memberships

ASM International Failure Analysis Committee; Editor Review Board for Journal of Failure Analysis and Prevention

APPENDIX B. BAKERRISK SERVICES AGREEMENT



Services Agreement

This Services Agreement ("Agreement") is made effective ______ ("Effective Date") by and between Baker Engineering and Risk Consultants, Inc., ("BakerRisk®"), a Texas corporation, having its corporate office located at 3330 Oakwell Court, Suite 100, San Antonio, TX 78218 and ______, a _____, having its corporate office located at ______, ("Client).

Article 1: Agreement

1.1 Agreement Defined

1.1.1 "Agreement" means, collectively, this document titled "Contract Agreement" and each of the documents listed below, all as amended, supplemented and restated from time to time, including by way of Change Order:

Exhibit A - Work Order Authorization or Purchase Order with reference to this Agreement (incorporated by reference); and Exhibit B - <Insert other exhibits as needed>

1.2 <u>Term</u>

The term of this Agreement will commence on the Effective Date regardless of the date of execution and, subject to the Termination section of the General Conditions, will continue in full force and effect until termination of the Agreement pursuant to the section of the General Conditions titled "Termination".

1.3 <u>Services</u>

Services will be performed in accordance with, and will otherwise comply with, the terms and conditions of this Agreement.

1.4 Compensation for Services

- 1.4.1 BakerRisk shall be paid for the Services under this Agreement in accordance with the information specified in the Work Order Authorization. All invoices are payable in U.S. Dollars (\$) by the Client, unless specified within the BakerRisk Work Order Authorization. It is BakerRisk's standard that invoices are due and payable in Net 30 days. An email address for invoice submission and an email address and phone number for a direct contact within the Client Accounts Payable Department is required upon project initiation.
- 1.4.2 The fees and prices set out in any Work Order Authorization do not include any country withholding, sales, Value Added Tax ("VAT"), or other applicable tax or duty of any kind. The Client shall notify BakerRisk of any applicable tax or duty of any kind, which shall be added to each invoice as appropriate and be paid by the Client to BakerRisk.



- 1.4.3 For Time and Materials assignments BakerRisk agrees not to exceed the authorized amount without consent from Client and BakerRisk is under no obligation to continue work if additional funds are not approved by Client. BakerRisk will submit invoices monthly for all labor and expenses associated with the level of effort expended in the prior month period to the Client's email address as identified on each Work Order Authorization.
- 1.4.4 For Fixed Price assignments BakerRisk agrees to complete the scope of work for the fixed price quoted. BakerRisk will submit invoices to the Client's email address as identified on each Work Order Authorization based on an agreed to milestone schedule.

1.5 <u>Warranty</u>

- 1.5.1 The Services provided by BakerRisk under this Agreement shall be free from any claim of any third party for violation, infringement or misappropriation of any patent, copyright, trademark, service mark, trade dress, trade secret or other Intellectual Property Rights.
- 1.5.2 In the event that there are any defects in the Services within twelve (12) months of completion of the Scope of Work, BakerRisk shall repair, replace or re-perform the defective Services as soon as possible following Client's written Notice of the defects. Defects that are due or related to incorrect or incomplete information furnished by the Client shall be corrected by BakerRisk at the Client's expense. BakerRisk's commitment to repair, replace or re-perform Services shall constitute its total liability to the Client for defects in the Services.

1.6 Limit of Liability

Except for the Anti-Bribery and Anti-Corruption provision in this Agreement, the total liability incurred by BakerRisk under this Agreement shall not exceed the total amount billed by BakerRisk for the Services provided under this Agreement.

1.7 <u>Notices</u>

Unless otherwise agreed in writing by the Parties, any notice by a Party under or related to this Agreement shall be served upon the other Party by hand, registered mail or electronic mail addressed to the attention of the other Party's company or corporate secretary.

1.8 Language

All documentation provided by BakerRisk to the Client or by the Client to BakerRisk under this Agreement shall be in English.

1.9 <u>Severability</u>

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.



1.10 <u>Waiver</u>

No failure or delay on the part of either Party to exercise any right, power or remedy under this Agreement will operate as a waiver thereof. No waiver or consent of either Party to any default in any term or condition of this Agreement will constitute a waiver of or consent to any succeeding default in the same or any other term or condition of this Agreement. Any waiver of any right, power or remedy under this Agreement must be in writing and signed by the waiving Party.

1.11 Entire Agreement

- 1.11.1 This Agreement is made up of the Signature Page, the General Conditions, a Work Order Authorization, and, as applicable, all other exhibits, and any Change Order(s) executed after the Effective Date. In the event of any conflict between the Work Order Authorization and the General Conditions, the terms of the Work Order Authorization shall prevail unless the conflict is addressed specifically in an executed Amendment or Change Order.
- 1.11.2 If any other terms and conditions are to apply to this Agreement after the Effective Date, including any additions or changes to the Scope of Work, they must be set forth in an executed Amendment or Change Order.

1.12 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Texas without regard to choice of law rules.

Article 2: Definitions

- **2.1** "Agreement" shall mean the Services Agreement between the Client and BakerRisk for the supply of Services as outlined in Article 1.
- 2.2 "BakerRisk" shall mean Baker Engineering and Risk Consultants, Inc.
- **2.3** "Change Order" shall mean a written document signed (either handwritten or electronic signature) by the Parties (i.e., executed) after the Effective Date shown on the Signature Page of the Agreement that adds to or changes the Agreement or Scope of Work.
- **2.4** "Client" shall mean the person, firm, company or entity that is to be provided Services by BakerRisk.
- **2.5** "Intellectual Property" shall mean information, improvements, developments, processes, apparatus, documents or products whether patentable or not.
- **2.6** "Intellectual Property Rights" shall mean patents, processes, registered and unregistered trademarks, service marks, registered designs, applications of any of the foregoing, inventions,



confidential information, know-how, business names, trade names, brand names, copyrights or similar rights subsisting in any country.

- **2.7** "Parties" shall mean BakerRisk and the Client.
- **2.8** "Party" shall mean either BakerRisk or the Client.
- **2.9** "Services" shall mean the engineering services, research services, testing services, consultant services, and other services as described in a Work Order Authorization, Proposal or Scope of Work document.
- **2.10** "Scope of Work" shall mean the Services to be provided by BakerRisk as described in Exhibit B.
- **2.11** "Work Order Authorization" shall mean any document that, at a minimum, defines the agreed to Scope of Work, Cost and Period of Performance as well as reference to the terms and condition of this Agreement.

Article 3: Responsibilities and Obligations

3.1 <u>Responsibilities of the Parties</u>

- 3.1.1 The Parties shall comply with all of the provisions of this Agreement as well as all laws, rules, and regulations applicable to this Agreement and the Services provided under this Agreement.
- 3.1.2 The Services will be performed in a professional manner and in accordance with standard industry practices, and BakerRisk shall have adequate training, background and experience to perform the Services in such a manner.
- 3.1.3 The Client shall be responsible for providing accurate and timely information to enable BakerRisk to provide the Services. BakerRisk shall not be responsible for any liabilities or delays caused by or related to inaccurate or delayed information from the Client.
- 3.1.4 The Parties recognize the importance of the schedule in the Work Order Authorization. Any change in the schedule requires an executed Change Order.

3.2 Independent Contractor

BakerRisk is being retained by the Client as an Independent Contractor. As such, BakerRisk maintains control over the manner of its performance and its employees and is the principal for its agents, subcontractors, and consultants, if any.

3.3 <u>Non-Solicitation</u>

During the course of this Agreement, including any extensions or modifications, and for a period of one (1) year thereafter, neither Party shall knowingly solicit for employment any employee of the other Party. This restriction shall not be deemed to include the placement of advertisements in newspapers or trade publications, including the posting of positions on the Internet, that are addressed generally to qualified persons seeking employment.



3.4 Insurance

BakerRisk shall maintain at its expense the minimum types and amounts of insurance listed below, and shall maintain such insurance in full force and effect until the Scope of Work of this Agreement has been performed in accordance with the terms and conditions of this Agreement.

The insurance is as follows:

- 3.4.1 Worker's Compensation or Employer's Liability insurance, as statutorily required, insuring against any and all claims for compensation in an amount of not less than \$1,000,000 per claim
- 3.4.2 Comprehensive/Commercial General Liability Insurance in amounts not less than \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury and Property Damage
- 3.4.3 Automobile Liability Insurance in an amount not less than \$1,000,000 for any hired, owned or non-owned vehicles used in performance of the Scope of Work
- 3.4.4 Client shall be listed as Certificate Holder and provided Additional Insured status for Comprehensive/Commercial General Liability and Automobile Liability. Certificate will include a Waiver of Subrogation blanket endorsement for Comprehensive/Commercial General Liability, Workers Compensation and Automobile Liability.

3.5 Assignment

Neither Party shall assign or transfer this Agreement, either in whole or in part, without obtaining the prior written consent of the other Party. Any such attempted assignment or transfer shall be void.

Article 4: Indemnification and Compliance

4.1 Indemnification

- 4.1.1 Client and BakerRisk shall each indemnify, defend, and hold the other harmless from all claims, demands, and causes of action of every type and character arising out of or related to the Services under this Agreement that are asserted against the indemnitee by any party (including, without limitation, employees of the Client or BakerRisk) which result from the negligence or willful misconduct of the indemnitor. In the case of joint or concurrent negligence of BakerRisk and the Client, whether through their respective employees, agents, or representatives, the duty to indemnify and hold harmless referred to in the previous sentence shall be in proportion to the allocable share of the joint or concurrent negligence.
- 4.1.2 Except for the Anti-Bribery and Anti-Corruption provision in this Agreement, neither the Client nor BakerRisk shall be liable to the other for any consequential, special or indirect damages, including the loss of anticipated profits, sustained by the other.



4.2 Anti-Bribery and Anti-Corruption

- 4.2.1 BakerRisk and the Client hereby warrant that, in meeting their obligations under this Agreement, they shall not, directly or indirectly, nor shall any other person within their employment or control, offer, make, promise to make, or authorize the making of any payment of money, gift or other commitment of value to its customers, any government official, or any agent, director, or employee of any other party or entity in a manner contrary to any applicable U.S. or foreign law, and they shall comply with all relevant U.S. and foreign laws, regulations, ordinances, and rules concerning anti-bribery and anti-corruption.
- 4.2.2 Material violation of this Anti-Bribery and Anti-Corruption provision by either Party may be considered by the non-violating Party to be a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement effective immediately upon giving written notice to the violating Party, and such termination by the non-violating Party shall not prejudice any of its other rights or remedies under either this Agreement or applicable law. The violating Party shall be responsible for all direct and indirect liabilities, damages, costs and expenses incurred as a result of or related to its violation of this Anti-Bribery and Anti-Corruption provision.

Article 5: Intellectual Property and Confidentiality

5.1 Intellectual Property

- 5.1.1 The Intellectual Property Rights in Intellectual Property provided by the Client to BakerRisk shall remain under the ownership of the Client.
- 5.1.2 The Intellectual Property Rights in Intellectual Property developed by BakerRisk or its employees in the performance of the Services shall belong to BakerRisk unless otherwise stated within the Work Order Authorization or an executed Change Order. BakerRisk retains full and sole ownership of its existing and background Intellectual Property Rights in Intellectual Property.
- 5.1.3 Subject to Confidentiality provision in this Agreement, BakerRisk grants to the Client a fully paid, non-exclusive, non-transferable license and the right to use the information provided by BakerRisk pursuant to this Agreement for the purpose for which the Services were undertaken.

5.2 Limited Application of Work Product

The main purpose of BakerRisk engineering reports, engineering feedback, design reviews, and engineering designs is to support a specific project referenced in a proposal, applicable contract or funding document. The BakerRisk work product is BakerRisk's intellectual property, and it shall not be extrapolated, modified, or incorporated in other projects, locations, or applications, except by or with the involvement and approval of BakerRisk. In addition, services may from time to time include a design review that involves engineering feedback provided to Client to assist with locating modular building designs. Such engineering feedback and design review is to be treated as BakerRisk's confidential information/intellectual property, and it is not to be shared



with any third-party for the purpose of developing or improving designs, except by or with the involvement and approval of BakerRisk.

5.3 <u>Confidentiality</u>

BakerRisk and the Client shall treat and maintain all information of a confidential nature communicated to the other in connection with or related to this Agreement as confidential and shall not use or communicate such confidential information except for the purpose of performing this Agreement. BakerRisk may retain copies of such confidential information for its record retention purposes and for compliance with applicable professional standards.

Article 6: Termination and Disputes

6.1 <u>Termination</u>

- 6.1.1 This Agreement may be terminated by either Party by giving thirty (30) days written notice of termination to the other Party. Such notice of termination shall not prejudice the Client's right to use all Services already performed by BakerRisk under this Agreement or BakerRisk's right to receive payment for Services already completed in accordance with this Agreement, as well as payment for all costs or expenses incurred under this Agreement or as a result of the termination. In the event of notice of termination, BakerRisk shall promptly discontinue all Services and take reasonable measures to limit the incurrence of additional costs and expenses.
- 6.1.2 If either Party defaults in any of its obligations under this Agreement and fails to rectify such default within (30) days of written notice of the default by the other Party, the non-defaulting Party may, without prejudice to any other of its rights, terminate this Agreement at that time (i.e., after 30 days of the written notice of default) by giving a follow-up written notice to the defaulting Party.

6.2 Dispute Resolution

- 6.2.1 Any dispute, controversy or claim arising out of or relating to the performance of either Party under this Agreement or the interpretation, validity, and enforceability of this Agreement, will, upon the written request of either Party to the other, be referred to senior management representatives (i.e., officers) of BakerRisk and the Client for resolution. Such senior management representatives shall meet promptly and, in good faith, attempt to resolve the dispute, controversy or claim referred to them.
- 6.2.2 If such senior management representatives do not resolve a matter referred to them within thirty (30) calendar days after reference of the matter, the matter will be referred to and resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules ("Rules") in effect at the time of the referral. In the final award of the arbitration, which shall be conducted in English in San Antonio, Texas, the arbitrator(s) will assess the fees, expenses and compensation provided for in the Rules and may apportion such fees, expenses, and compensation among the Parties in such amounts as the arbitrator(s) determines is appropriate. The final award of the



arbitration will also include an award of attorneys' fees in an amount as the arbitrator(s) determines is appropriate. Judgment upon the final award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

BakerRisk and Client agree to the terms of this Agreement and have caused it to be executed by the duly authorized persons shown below.

BAKER ENGINEERING AND RISK CONSULTANTS, INC.:	CLIENT:
Signature	Signature
Name (printed):	Name (printed):
 Title	 Title
Date	 Date



SAMPLE

Exhibit A δ Work Order Authorization

Work Order Number:

Contract Number:

Description of Services to be performed:

Lump Sum Fixed Price for this effort is: OR Authorized Time & Material cost:

Period of Performance:

Invoices Sent to: EMAIL ADDRESS:

BILLING ADDRESS:

ACCOUNTS PAYABLE EMAIL ADDRESS: ACCOUNTS PAYABLE PHONE NUMBER:

BAKERRISK:

Baker Engineering and Risk Consultants, Inc.

Ву: _____

Name:

Title:

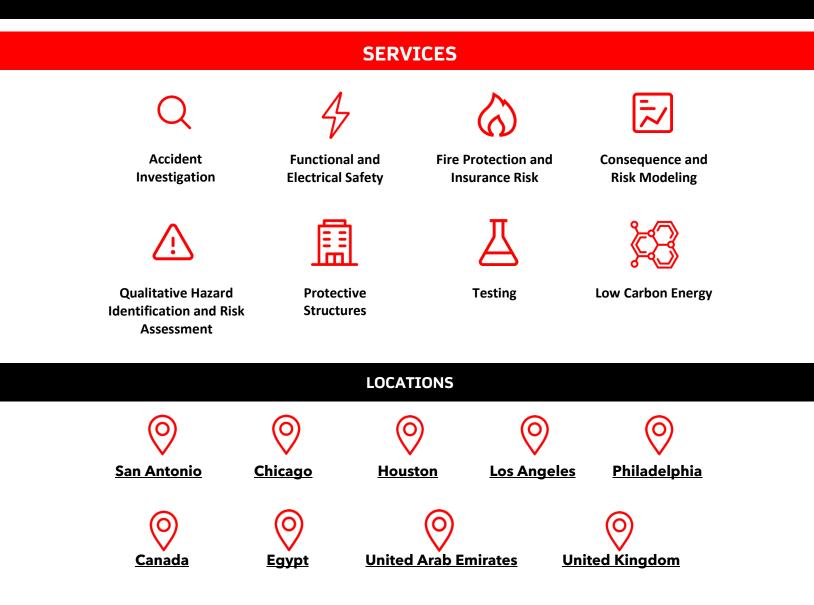
CLIENT:

By: _____ Name: Title:

BAKERRISK

Better Risk Management Starts Here

BakerRisk.com



BAKERRISK LEARNING CENTER



By leveraging the expertise of our industry-leading instructors, BakerRisk provides insight into some of the most cutting-edge approaches to hazard evaluation for an unparalleled learning experience.



P 210-876-6741

E 210-876-6742

SERVICE QUOTE

CLIENT:	Unintech Consulting Engineers, Inc.	DATE:	4/29/2025
CLIENT POC:	Mark Hill	QUOTE NO:	429162725VM

This quote has been prepared by Virgil Martinez for Unintech Consulting Engineers in relation to the scope of work listed below. The prices and terms and conditions contained in this quotation shall remain valid for a period not exceeding 90 days.

REQUESTED DATE C	OF SERVIC	E: TBD		
LOCATION:	Schertz, TX (Northeast Quadrant Tank) (Southwest Quadrant Tank)			
SCOPE OF WORK: Radiographic testing of the following: 10ea, 16"/SCH 40 Pipe Welds 10ea, 18/SCH 40 Pipe Welds Magnetic Particle Testing of the following: Pipe to Flange Fillet Welds Weld-O-let to Pipe Welds				
	•	(2ea, 12 Hour Standa	rd Workdays)	
ITEM:		RATE:	QUANTITY	SUBTOTAL
Labor (STD) (2 Man (Crew)	\$130.00	16	\$2,080.00
Labor (STD) (2 Man (Crew)	\$195.00	8	\$1,560.00
Assistant Technician (STD)		\$50.00	16	\$800.00
Assistant Technician (OT)		\$75.00	8	\$600.00
Film		\$3.50	120	\$420.00
Magnetic Particle Testing Kit		\$100.00	1	\$100.00
Safety and Security Fee		\$80.00	2	\$160.00
Admin Fee		\$35.00	1	\$35.00
Trip Charge		\$50.00	2	\$100.00
			\$5,855.00	
wor to ti safe • Film • All t • Any will • Wee	k area mu he weld, and working c will be ch ime is base work perfe be charge ekends and	st allow for the exposure de nd sufficient space must be distance during exposure o arged based on actual usc ed on portal-to-portal. prmed before 6am and aft d at a rate of \$195.00 per h	age. er 6pm or after a continuous 8 hours hour. at a rate of \$195.00 per hour.	et proximity naintain a

9833 or virgil@brIndtservices.com.

As always, we appreciate the opportunity to earn your business!



A 10860 Vandale Street San Antonio,Texas 78216

Quoting and Incoming Order Terms and Conditions

- Q-1: The terms referenced herein take precedence over all other documents unless specified in writing by the Seller.
- Q-2: All quotations are valid for 90 days, unless otherwise specified or agreed upon by Seller. Pricing is subject to change based on market variations or trends.
- Q-3: All services are performed using BRL NDT SERVICES approved processes, unless otherwise specified or agreed upon by Seller.
- Q-4: All services are to be FOB- Origin. Seller does not pay for shipping costs under any circumstances. Shipping method and costs shall be incurred by the Buyer and specified in the purchase order. If shipping methods and cost are not specified, BRL NDT SERVICES will ship items back using the same method used by the client. Cost will be added to the final invoice.
- Q-5: Seller shall not be held responsible due to any damage to products during shipping. Products will be packaged according to purchase order and/or specification requirements or in the same manner received.
- Q-6: Nonconforming testing/ inspection of items must be reported within 30 days from original ship date or competition of service to be considered for re-testing/ inspection at no additional charge to the buyer. Re-testing/ Inspection of item requested after this time frame, will be accepted/declined at the Seller's discretion.
- Q-7: BRL NDT SERVICES provides NET 30 terms to all clients. However, all new buyers may be required to pay COD for the first order. This shall be specified on quotation form.
- Q-8: Certificate of Conformance, material certifications, and processing certifications are provided by the Seller at no additional cost to the buyer. Any additional paperwork required by the Buyer may be subject to additional charges.
- Q-9: Seller shall maintain a first article report on file. An AS9100 FAIR may be purchased by the Buyer for an additional charge and shall be specified on the purchase order.
- Q-10: Seller will not send out copies of work orders, job travelers, or any other documents containing proprietary information under any circumstances.

BRL NDT SERVICES					1 seller
REPRESENTATIVE:	Virgil Martinez	DATE:	4-29-2025	SIGNATURE:	
CLIENT					
REPRESENTATIVE:		DATE:		SIGNATURE:	

Phone 1-888-481-1768

FAX (817) 246-1740

PO Box 101614 Fort Worth, Texas 76185

Email: perrinsales@gmail.com Wednesday, April 30, 2025

Proposal For: Unintech Consulting Engineers, Inc. Attn: Mark Hill, P.E. Cell: Address: 2431 E. Evans Road, San Antonio, TX 78259 Tanks Located: City of Schertz

THIS PROPOSAL IS FOR REMOTELY OPERATED VEHICLE (ROV) INSPECTION OF POTABLE WATER STORAGE FACILITIES.

All TCEQ/AWWA Inspection points for annual inspection are covered in our comprehensive written report. Ron Perrin is a member of NFPA and NACE.

Included in the below listed price:

- Above and Underwater inspection of listed facilities
- > Underwater narrated video photography, with remote camera
- Interior and exterior photos of corrosion
- > Two Million Dollars of Liability Insurance Coverage
- Detailed Written report with photos
- > All Travel Charges

Inspections are performed while the facility remains full of water with no disruption in service.

1. 2) 1.5 MG Elevated Water Storage Towers (\$ 895.00ea.)	\$ 1,790.00
2. 1) 500K gallon Ground Water Storage Tank	\$ 649.00
Travel Charge	<u>\$ 169.00</u>

Total due upon completion: \$ 2,608.00

Prices are for facilities with ladders and normal access.

New underwater corrosion control with Aquata Poxy is available.

Thank You,

Approved by	
Date	
P.O. #	

Robert Perrin, SSH Vice President 1-888-481-1768

References are available upon request.

For more information, go to: <u>www.ronperrin.com</u>

Fax: E-Mail: mhill@unintech.com

Phone: 210-641-6003



April 22, 2025

Unintech Consulting Engineers, Inc. 2431 East Evans Road San Antonio, Texas 78259

Attn: Mr. Mark B Hill, PE | Director/Share Holder T: (210) 641-6003 Ext. 1414 D: (210) 306-4012 F: (210) 641-8279 E: mhill@unintech.com

Re: Proposal for Lead-Containing Paint Survey Ware Seguin Ground Storage Tank 11340 Ware Seguin Road Schertz, Texas 78154 Terracon Proposal No. P90257203

Mr. Hill:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide leadcontaining paint (LCP) inspection services at the above-referenced location. We understand the purpose of this survey is to identify and assess LCP materials associated with the ground storage tank located at 11340 Ware Seguin Road in Schertz, Texas. We have not had the opportunity to visit the site prior to preparation of this proposal and our scope of work (SOW) is based on our understanding of what is present, a review of your site description, and our experience with similar structures.

PROPOSED SCOPE OF SERVICES

Lead-Containing Paint Materials Survey

Terracon will mobilize Texas Department of State Health Services (TDSHS) certified Lead Risk Assessor(s) to the site to perform an X-Ray Fluorescence (XRF) inspection and conduct sampling of suspect paint materials on the ground storage tank to identify paint materials found to contain lead. The lead sampling will be conducted in general accordance with protocols established by the Texas Environmental Lead Reduction Rules (TELRR) and the US Department of Housing and Urban Development (HUD). XRF technology allows for detection of lead in a painted surface, even several layers below the surface, without disturbing the painted surface.



The Occupational Safety and Health Administration (OSHA) Federal Standard for Lead in the Construction Industry (29 CFR 1926.62 – Lead Exposure in Construction) defines specific training requirements, engineering controls, and working practices for construction personnel subject to this standard. There are also federal and state regulations, which require characterization of demolition debris to determine the proper disposal procedures.

For the purpose of this sampling, lead-based paint (LBP) will be defined as paint or surface coating that contains 1.0 mg/cm² or more of lead. LBP is defined by the United States Environmental Protection Agency (USEPA) and the TDSHS as any paint that contains lead equal to or greater than 1.0 mg/cm², 0.5 percent by weight, or 5,000 parts per million (ppm).

In the event of XRF readings below 1.0 mg/cm², Terracon will collect paint chip samples for verification of lead content as it is understood the coatings on the ground storage tank will potentially be disturbed. An American Industrial Hygiene Association (AIHA) accredited laboratory will analyze the bulk paint chip samples utilizing Atomic Absorption Spectrometry (AAS Flame) protocol. Analytical results from paint chip samples will be given precedence over XRF readings.

We estimate that up to three (3) bulk paint chip samples will be collected for analysis. Some isolated damage to tank surfaces where these samples are collected will occur during sampling. Terracon will not be responsible for the paint repair of sampled areas; however, Terracon will attempt to limit such damage to the extent necessary for sample collection.

The LCP inspection will be based on observable and accessible conditions. Terracon cannot guarantee a building or property to be "LBP free" as the possibility exists that LCP materials may be hidden from sight, in inaccessible locations, or the testing combinations that appear homogeneous may not be truly homogeneous.

Results of the sampling and analytical program are intended to give an indication of the presence, amount and condition of paint materials which contain lead.

REPORT

Terracon will prepare one (1) written report describing the sampling methodology and results of the lead survey. The report will describe general observations, the number, type, location of paint samples collected, the analytical results, and the condition of materials identified as lead-containing. No drawings depicting the location and extent of LCP/LBP will be included in the report. Unless otherwise instructed, one (1) electronic copy of the final report will be submitted to the Client.



SCHEDULE

Terracon is prepared to begin this work upon receipt of an executed copy of the attached Agreement for Services (AFS) and when site access can be arranged and confirmed. The on-site inspection and sample collection will require approximately one (1) working day to complete. The laboratory analysis of the samples will require five (5) additional working days. A verbal report of the analysis results can be provided to the Client upon request, and the completed inspection report will be delivered to the Client within 10 working days following receipt of laboratory analysis results. If a more rapid turnaround is required, please contact us so that we can discuss alternatives to perform the project on an accelerated basis.

PROJECT BUDGET

The project budget is based on our understanding of the SOW as outlined above. All tasks are presented as lump sum charges. The following is an estimate based upon available data and will not be exceeded without Client approval.

 Lead-Containing Paint Survey (Lump Sum)......\$1,700.00 (Includes site visit, field time, travel, report, XRF use, and analysis of up to three (3) bulk LCP samples)

Additional samples, if required, will be invoiced at \$15.00 each plus an appropriate quantity of labor at a rate of \$115.00 per hour.

Terracon's invoice will be submitted to the Client upon completion of the proposed services. If conditions are encountered which requires significant changes in the scope of services, such as an increase in the anticipated number of samples or labor which will increase the cost of the survey, you will be contacted for discussion and approval of such changes before we proceed.

CONDITIONS

Items to be provided by the Client include:

- The legal right-of-entry to conduct the assessment.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.
- A diagram of the tank layout such as a scaled architect's drawing or construction drawing (if available) will be provided to Terracon.



GENERAL COMMENTS

The analysis, comments, and recommendations presented in the written report will be based on the information collected as discussed in this proposal. If requested by the Client, Terracon may provide a verbal report prior to completion of a final written report. The content of the final written report takes precedence over any verbal reports which may be provided. Please note that Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. Terracon cannot guarantee a building or building components to be lead free.

This proposal has been prepared for Unintech Consulting Engineers, Inc. The report prepared as part of the services herein shall be for the exclusive use and reliance of Unintech Consulting Engineers, Inc. and shall not be conveyed to third parties without prior written authorization from them and Terracon.

This proposal may be accepted by executing the attached AFS and returning the executed copy along with this proposal to Terracon. The terms, conditions and limitations stated in the AFS and this proposal shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. In addition to lead services, our professionals provide environmental, facilities, geotechnical, and material services on a wide variety of projects locally, regionally, and nationally. For more detailed information on all of Terracon's services please visit our web site at <u>www.terracon.com</u>.

If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely, Terracon Consultants, Inc.

Carlos Campos

Carlos M. Campos Project Manager TDSHS Lead Risk Assessor Certification No. 2071187 Carlos.Campos@terracon.com

Attachments: Agreement for Services

Will DeVeau

Will C. DeVeau Group Manager TDSHS Individual Asbestos Consultant License No. 105734 <u>Will.DeVeau@terracon.com</u>



Reference Number: P90257203

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Unintech Consulting Engineers Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Ware Seguin Ground Storage Tank project ("Project"), as described in Consultant's Proposal dated 04/22/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services. The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders. Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by their or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single



Reference Number: P90257203

limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE: LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The guantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a quarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities. Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	Terracon Consultants, Inc.	Client:	Unintech Consulting Engineers Inc
By:	Will DeVeau Date: 4/22/202	5 By:	Date:
Name/Title:	William C DeVeau / Group Manager	Name/Title:	
Address:	6000 Northwest Pkwy Ste 100	Address:	2431 E Evans Rd
	San Antonio, TX 78249-3346		San Antonio, TX 78259-2755
Phone:	(210) 641-2112 Fax: (210) 558-7894	Phone:	Fax:
Email:	Will.DeVeau@terracon.com	Email:	

CITY COUNCIL MEMORANDUM

City Council Meeting:	June 03, 2025
Department:	Engineering
Subject:	Resolution 25-R-065 Authorizing the Release of the Water, Wastewater, and Access Easement Agreement (East West Connector from Wiederstein Road) (B.James/K.Woodlee)

BACKGROUND

When the Wiederstein Ranch Subdivision was first established and the EVO property developed, easements were recorded providing for public water, wastewater, and access to the EVO site from Cibolo Valley Drive (previously known as Wiederstein Road). Since the replat of the property across which those easements and facilities ran (now known as Schertz Station) and the subsequent relocation of the public water, wastewater, and roadway infrastructure, the original easements are no longer needed. Resolution 25-R-065 authorizes the execution and release of the Water, Wastewater, and Access Easement Agreement (East West Connector from Wiederstein Road).

GOAL

The goal of this resolution is to authorize the release and termination of the public water, wastewater, and access easement across the Schertz Station Subdivision recorded as Document Number 201899009559 in the Official Public Records of Guadalupe County, Texas.

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. The release of the easement will allow the affected property owners to utilize the area for their own purposes without the burden of the public easement.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 25-R-065 will authorize the release of the Water, Wastewater, and Access Easement Agreement (East West Connector from Wiederstein Road) within the Schertz Station Subdivision.

RECOMMENDATION

Approve 25-R-065.

Attachments

Resolution 25-R-065 with attachments

RESOLUTION 25-R-065

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING THE RELEASE OF THE WATER, WASTEWATER, AND ACCESS EASEMENT AGREEMENT (EAST WEST CONNECTOR FROM WIEDERSTEIN ROAD)

WHEREAS, the City of Schertz, Texas, received an easement from San Antonio One Limited Partnership and San Antonio Three Limited Partnership, titled, "Water, Wastewater, and Access Easement Agreement (East West Connector from Wiedenstein [sic] Road", across the Grantor's property, and said easement was recorded in the Public Records of Guadalupe County on May 4, 2018, as document number 201899009559; and

WHEREAS, The property across which the easement exists has been subdivided and developed and the infrastructure within the easement area has been abandoned and relocated and the easement is no longer necessary; and

WHEREAS, the City desires to terminate and grant a release of the Easement; and

WHEREAS, a copy of the Release and Termination of the Easement Instrument, which includes a more particular description of the Easement is shown in Exhibit A attached hereto and incorporated herein for all purposes and has authorized such termination and release; and

WHEREAS, the Release and Termination of the Easement will be recorded in the Public Records of Guadalupe County, Texas.

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 Release and Termination of the Easement in substantially the form as set out in Exhibit A, and such other instruments and documents that are reasonably necessary to effectuate the purpose of this Resolution.

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

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

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

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

application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit A

Release and Termination of Easement

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.

TERMINATION AND RELEASE OF EASEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF GUADALUPE	§

WHEREAS, on May 4, 2018, SAN ANTONIO ONE LIMITED PARTNERSHIP and SAN ANTONIO THREE LIMITED PARTNERSHIP granted to the City of Schertz, Texas, an Easement for the construction, use, and maintenance of public water, wastewater, and access; and

WHEREAS, the instrument memorializing the grant of Easement was recorded as Document Number 201899009559 in the Official Public Records of Guadalupe County; and

WHEREAS, the infrastructure constructed within that easement has been abandoned; and

WHEREAS, the Water, Wastewater, and Access Easement (East West Connector from Wiederstein Road) is no longer needed; and

WHEREAS, the City desires to terminate and grant a release of the Easement, a more particular description of which is shown in Exhibit A attached hereto and incorporated herein for all purposes and has authorized such termination and release.

NOW THEREFORE GRANTEE, THE CITY OF SCHERTZ, TEXAS, FOREVER TERMINATES AND RELEASES THE EASEMENT RECORDED AS DOCUMENT NUMBER 201899009559 IN THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, AND IS ATTACHED HERETO AS EXHIBIT A AND AS OF THE DATE OF THIS RELEASE AND ABANDONMENT THE PROPERTY, SO DESCRIBED, SHALL NO LONGER BE ENCUMBERED BY THE EASEMENT.

The remainder of this page is intentionally left blank.

GRANTEE:

CITY OF SCHERTZ, TEXAS,

a Texas home-rule municipality

By:___

Steve Williams, City Manager

THE STATE OF TEXAS

COUNTY OF GUADALUPE

This instrument was acknowledged before me on ______, 20___, by Steve Williams, City Manager of the City of Schertz, Texas, a Texas home-rule municipality, on behalf of said municipality.

§ § §

Notary Public Signature

(seal)

Exhibit A Easement Being Terminated and Released



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.

WATER, WASTEWATER, AND ACCESS EASEMENT AGREEMENT (EAST WEST CONNECTOR FROM WIEDENSTEIN ROAD

THE STATE OF TEXAS §
S
COUNTY OF GUADALUUPE §

GRANT OF EASEMENT:

SAN ANTONIO ONE LIMITED PARTNERSHIP and SAN ANTONIO THREE LIMITED PARTNERSHIP, 2111 Woodward Ave. #910, Detroit, Wayne County, MI 48201, ("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 <u>Exhibit "A"</u>, 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 water and sanitary sewer 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 and ingress/egress purposes.
 - a. 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.
 - b. The Easement shall also be used for the purpose of ingress and egress across Grantor's property to the adjacent tract of property.
- 4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution and the official filing of a release document 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. Improvement and Maintenance of Easement Property. Subject to the provisions of Section 7., immediately below, improvement and maintenance of the Public Utility 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 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.

- 7. 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.
- 8. 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.
- 9. *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.
- 10. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
- 11. 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 Guadalupe County in which the Easement Property is located.
- 12. *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.
- 13. *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.
- 14. *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.

- 15. *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.
- 16. *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.
- 17. 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.
- 18. *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.
- 19. *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.
- 20. *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 WHEREOF, this instrument is executed this $\frac{73 \text{ M}}{23 \text{ M}}$ day of April, 2018.

GRANTOR:

San Antonio One Limited Partnership

by Charles & Forlig

Charles A. Forbes, its general partner

San Antonio Three Limited Partnership by Charles A. Folleas

Charles A. Forbes, its general partner

THE STATE OF MICHIGAN

COUNTY OF WAYNE

This instrument was acknowledged before me on the <u>23</u> day of April, 2018, by Charles A. Forbes in his capacity as general partner of San Antonio One Limited Partnership and San Antonio Three Limited Partnership.

*

NOTARY PUBLIC, STATE OF MICHIGAN LAURIE BEMIS NOTARY PUBLIC-STATE OF MICHIGAN COUNTY OF WAYNE My Commission Expires December 12, 2018 Acting in the County of LOGAL

GRANTEE:

AGREED AND ACCEPTED:

CITY OF SCHERTZ, TEXAS, a Texas home-rule municipality

THE STATE OF TEXAS ş ş ş

COUNTY OF GUADALUPE

This instrument was acknowledged before me on _______ **y**by , 20 Brian James, Acting City Manager of the City of Schertz, Texas, a Texas home-rule municipality, on behalf of said municipality.

Egleg-Notary Public Signature

(seal)



EXHIBIT "A"

EASEMENT TRACT

EXHIBIT "A" ACCESS, DRAINAGE, WATER, & WASTEWATER EASEMENT

BEING a 2.4946 acre tract of land located in the Robert Martin & JF Walker Survey, Abstract No. 244, City of Schertz, Guadalupe County, Texas, said 2.4946 acre tract of land being a portion of the remainder of a called 200.198 acre tract of land conveyed to SAN ANTONIO ONE, L.P. & SAN ANTONIO THREE, L.P., by deed as recorded in Volume 979, Page 475, Official Public Records, Guadalupe County, Texas (O.P.R.G.C.T.), said 2.4946 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "B.P.I." found at an east property corner of the said San Antonio One tract, same being the south property corner of a called 21.50 acre tract of land conveyed to Bussey's LTD., by deed as recorded in Volume 717, Page 727, O.P.R.G.C.T., said commencing point also being a north property corner of a called 101.385 acre tract of land conveyed to Board of Trustees of the Schertz-Cibolo-Universal City Independent School District, by deed as recorded in Volume 4216, Page 649, O.P.R.G.C.T.;

THENCE along the northeast property line of the said San Antonio One tract, and along the southwest property line of the said Bussey tract, the following courses and distances:

North 30°47'14" West, 28.10 feet to a 1/2 inch iron rod with cap stamped "B.P.I.";

North 31°16'03" West, 172.07 feet to the **POINT OF BEGINNING**, said beginning point having a NAD 83 Texas South Central Zone (4204) coordinate of N: 13,770,179.41 and E: 2,203,983.23;

THENCE departing said property lines, over and across said San Antonio One tract, the following courses and distances:

South 58°43'54" West, 244.37 feet;

South 58°48'12" West, 1,823.88 feet;

South 30°51'02" West, 56.53 feet;

South 58°45'36" West, 132.29 feet to a point on the southwest property line of the said San Antonio One tract, said point being on the northeast right-of-way line of Wiederstein Road, being a variable width right-of-way, from said point a 1/2 inch iron rod with cap stamped "B.P.I." found at the south property corner of the said San Antonio One tract bears, South 31°13'17" East, 1,382.91 feet;

THENCE North 31°13'17" West along the said property line, and along the said right-of-way line, 92.00 feet;

THENCE departing said property line, and said right-of-way line, over and across said San Antonio One tract, the following courses and distances:

North 58°45'36" East, 132.26 feet;

North 81°05'47" East, 54.04 feet;

North 58°48'12" East, at a distance of 1,277.98 feet passing the south lot corner of future Lot 1, Wiederstein Ranch, being a future Addition to the said City of Schertz, Guadalupe County, Texas, to

SCHERTZ COMMERCIAL

be conveyed by separate instrument, continuing along the southeast lot line of said future Lot 1, a total distance of 1,823.86 feet;

North 58°43'54" East, 244.34 feet to the said northeast property line of the said San Antonio One tract, same being the said southwest property line of the Bussey tract;

THENCE South 31°16'06" East, along the said property lines, 45.00 feet to the POINT OF BEGINNING.

The hereinabove described tract of land contains a computed area of **2.4946 acres (108,663 square feet)** of land more or less.

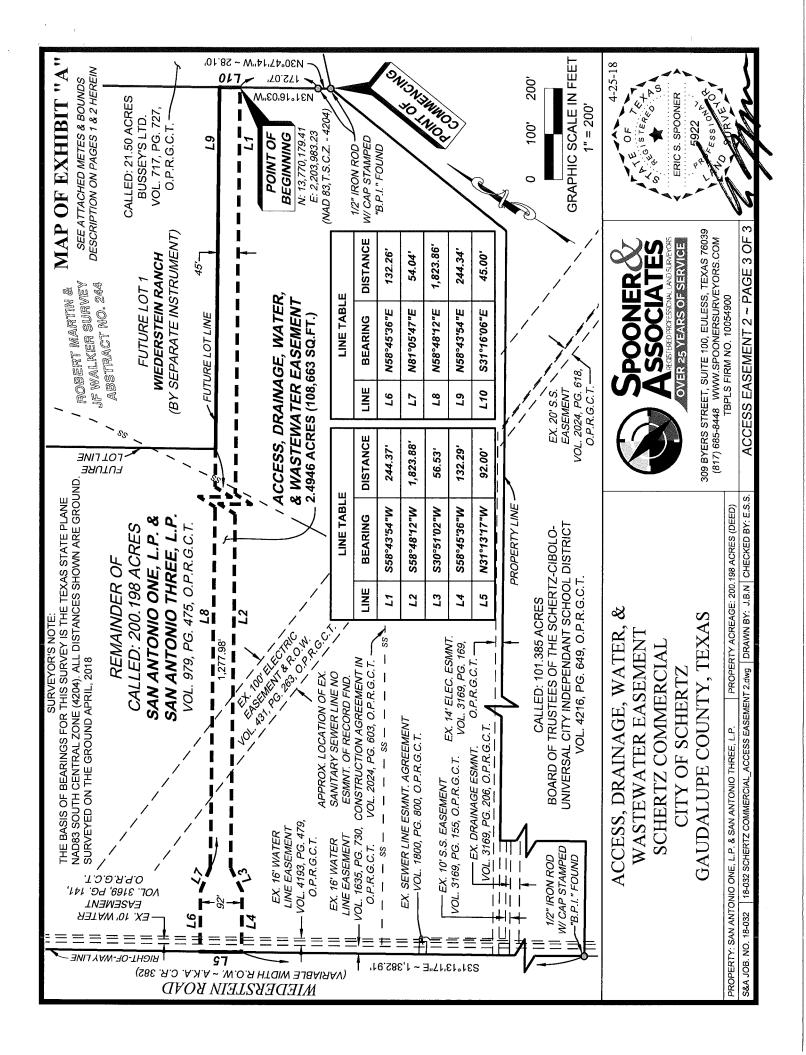
The basis of bearings for this survey is NAD83 Texas South Central Zone (4204). All distance shown are ground.

SURVEYORS CERTIFICATE

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that same is true and correct.

Surveyors Name: Eric S. Spooner Registered Professional Land Surveyor, Texas No. 5922 Spooner and Associates, Inc. Texas Board of Professional Land Surveying No. 10054900 Surveyed on the ground April - 2018







This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the foot of the record.

> City of schertz 1400 schertz Pikwy Bldg1 - Planning Schertz, TX 78154

201899009559 I certify this instrument was FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on 05/04/2018 09:28:07 AM PAGES: 11 JEANNE TERESA KIEL, COUNTY CLERK

) Jeresa Kiel

CITY COUNCIL MEMORANDUM

City Council Meeting:	June 03, 2025
Department:	Engineering
Subject:	Resolution 25-R-063 - Authorizing a Defense Community Infrastructure Program funding application for the Lower Seguin Road Reconstruction Project (B.James/K.Woodlee/J.Nowak)

BACKGROUND

Portions of Lower Seguin Road is classified as a rural secondary arterial and a secondary arterial between FM 1518 and Loop 1604. The "rural" section is a three-lane section with a travel lane in each direction and a center turn lane. The other section is two lanes in each direction with a center median. Lower Seguin Road is currently a narrow, two-lane street in very poor condition. The surface of the street is rough, has numerous patches, and large areas indicating base failures. Instead of just reconstructing the existing roadway section, it is more prudent to develop a comprehensive project to widen the street to the sections identified in the Master Thoroughfare Plan and construct other improvements to move vehicles more efficiently through the corridor and improve access to the Randolph South Gate.

The Randolph South Gate serves as the main entrance and exit for all the commercial base traffic supporting the base as well as some employee traffic. The gate is only open part of the day, from 6 am to 7 pm, but routinely has over 3,500 vehicles entering on a daily basis. Due to the amount of traffic entering the base, a queue often forms on Lower Seguin Road, which impedes through traffic from proceeding along the corridor; creates delays for vehicles exiting the base; and is the cause of accidents. This, and the general condition of the street, are the source of numerous complaints received by the City and Randolph. The proposed improvements will improve access to and from the Randolph South Gate; provide space for the queue so through traffic can move normally; improve the driveability of the street; and improve the street's longevity.

To address these issues, Council previously authorized Task Orders with Halff Associates to do the preliminary project design and environmental clearance and to do the final design, acquire needed right-of-way, and bid the project. It was anticipated that the City would pursue Federal Funding to help pay for construction of the project so it could be completed more quickly. As the preliminary design and environmental clearance efforts were underway, the Federal Defense Community Infrastructure Program (DCIP) was identified as a good source for construction funding for the project. The preliminary design has been completed and the environmental clearance is ongoing. Final project design is underway and is expected to be nearly complete in the near future. The next project funding call for the DCIP is this June.

Our consultant has been preparing the DCIP funding application for this project on our behalf. In order to formally submit the application for funding, Council must authorize the City Manager to sign and submit the application. The application review and approval process typically takes a few months to complete. We would expect to know if our application was successful in August. If our application is successful, the City would have five (5) years from the approval date to spend the funding. Staff recommends applying for the DCIP funding now, so the project can be constructed as quickly as

possible. Staff and our consultant are confident that the project can be constructed and the funding spent within the five (5) year time limit.

GOAL

Council authorization for the City Manager to sign and submit the DCIP funding application for the Lower Seguin Road Reconstruction project.

COMMUNITY BENEFIT

The Lower Seguin Road Reconstruction project will widen the street to the secondary arterial roadway sections shown in the City's Master Thoroughfare Plan; provide a traffic signal and other improvements at the Randolph South Gate entrance; improve drainage; and provide a stronger pavement section capable of supporting the vehicle loading on the street. These improvements will provide a smoother driving surface and allow traffic to move more efficiently on Lower Seguin Road. The signalization and other improvements at the Randolph South Gate will provide improved access to the base and help support Randolph's mission. Securing DCIP funding will significantly reduce the out of pocket costs of the project to the City and allow the improvements to be completed more quickly.

SUMMARY OF RECOMMENDED ACTION

Council authorization for the City Manager to sign and submit the DCIP funding application for the Lower Seguin Road Reconstruction project.

FISCAL IMPACT

The current estimated construction cost for the project is approximately \$20,000,000. Staff and our consultant have held multiple meetings with the DCIP administration staff to get information on the program and the program requirements. Based on our current understanding of the DCIP program (as a result of these meetings), since the project is located in a zip code containing less than 100,000 people, there would not be a local match requirement. Therefore, in the application we would request funding for the full estimated project cost - \$20,000,000. There are some project costs that would not be eligible for DCIP funding, such as right-of-way and easement acquisition and environmental clearance efforts. Additionally, any costs for project development or design that are incurred before the project is approved for DCIP funding would not be eligible for reimbursement by the DCIP.

The Lower Seguin Road project is included in the Capital Improvement Plan (CIP). When the project was created in the CIP, it was assumed that there would need to be a local match for construction, that the City would need to fund the project design and environmental clearance, and need to fund right-of-way and easement acquisition. As a result, the City allocated Bond sale proceeds to fund the preliminary design and environmental clearance tasks and began work on the project. Subsequently, the City allocated additional Bond sale proceeds to the project to fund the final design, right-of-way and easement acquisition, and for a portion of the estimated construction costs. Currently the City has a total of \$15,985,000 of funding available for the project.

Of that total, \$985,000 was allocated for the preliminary design and environmental clearance and \$2,700,000 was allocated for the final project design. This leaves \$12,300,000 of funding available for the project. This available funding would be used for right-of-way and easement acquisition; construction cost overruns; and a local match (worst case scenario approximately \$6,000,000). Additionally, based on the earlier project estimate when creating the CIP, an additional portion of Bond sale proceeds in the FY 25-26 is planned to be allocated to this project. This additional amount is \$3,200,000.

If the additional Bond amount is not needed for the project, those proceeds could be spent on other

street projects. Any other excess City funding would be allocated to other, future street projects in the CIP.

RECOMMENDATION

Approve Resolution 25-R-063.

Attachments

Resolution 25-R-063 with Attachment CIP Project Sheet and Map

RESOLUTION 25-R-063

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT A DEFENSE COMMUNITY INFRASTRUCTURE PROGRAM FUNDING APPLICATION FOR THE LOWER SEGUIN ROAD RECONSTRUCTION PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, City Staff identified the Defense Community Infrastructure Program (DCIP) as a potential funding source for construction of the Lower Seguin Road Reconstruction Project; and

WHEREAS, the City Council of the City of Schertz wishes to pursue securing DCIP funding for the Lower Seguin Road Reconstruction Project; and

WHEREAS, the City Council of the City of Schertz previously approved and fully funded two Task Order agreements with Halff Associates, Inc. for the design, environmental clearance, and right-of-way acquisition for the Lower Seguin Road Reconstruction Project; and

WHEREAS, the City Council of the City of Schertz previously authorized the sale of Certificates of Obligations to provide funding for the Lower Seguin Road Reconstruction Project and the funding is currently available to fund project design, right-of-way acquisition, the required local match for the DCIP Grant, and any future cost increases; and

WHEREAS, the City Council of the City of Schertz wishes to proceed with construction of the Lower Seguin Road Reconstruction Project as soon as possible; and

WHEREAS, the project call for the DCIP funding is scheduled for June 2025

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 DCIP funding application in substantially the same form as attached as Exhibit A and submit the application for consideration in the June 2025 DCIP project call for the Lower Seguin Road Reconstruction 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.

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

DRAFT DCIP FUNDING APPLICATION

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IMPORTANT NOTES:

- The **final** 2025 Notice of Funding Opportunity (NOFO) has not been published yet.
- Per the draft 2025 NOFO, the submission deadline is 6/23/2025.
- The first webinar about the 2025 NOFO scheduled on 5/13/2025 was postponed.
- This draft does not meet the new formatting requirements.
 - There is a draft version of a newly developed application form for the narrative.
 - After the final 2025 NOFO is released, the fillable version of the application form will be made available.

City Resolution needs to include the following:

- City Manager has been authorized to submit the OLDCC DCIP proposal and apply for subsequent assistance.
- City of Schertz affirms that it contributing 30% of the total project costs that is local, non-Federal funding.
- City of Schertz affirms that the non-Federal funding necessary to support this contribution is both liquid and readily available.
- City of Schertz affirms that any cost overruns will be the obligation of the City.

A. Standard Form 424 (Grants.gov form)

Please refer to the instructions provided with the Grants.gov Notice of Funding Opportunity on how to complete the Standard Form 424.

B. Summary of Proposer and Eligibility

1. Proposing Entity Name & Contact Information		
a) Submitting Entity Name:	City of Schertz	
b) Primary Point of Contact:		
Name:	Steve Williams, City Manager	
Phone Number:	210-619-1000	
Email Address:	steve.williams@schertz.com	
Organization Address:	1400 Schertz Pkwy	
	Schertz, TX 781154-1634	
c) Unique Entity Identifier:	WP19CJPW5PK5	

2. Project Name

City of Schertz Lower Seguin Road Expansion and Drainage Project for Joint Base San Antonio-Randolph 78154-1634 [Is this correct?]

3. Proposed Project Location

Latitude: 29.514922; Longitude: -98.266665

4. Project Type

Transportation Project

5. Benefiting Installation

Joint Base San Antonio - Randolph

6. Enhancement Submission Type (choose only one)

Enhances Military Value (40-45 points)

□ Contributes to Training of Cadets at an Independent Program at a Covered Educational Institution (34-39 points)

Enhances Installation Resilience (29-33 points)

□ Enhances Military Family Quality of Life (22-27 points)

7. Defense Related Critical Infrastructure

The proposed project includes a non-Department of Defense networked infrastructure asset essential to project, support, and sustain military forces and operations.

8. Status of Local Cost Share

Proposal includes the required at least thirty percent (30%) non-Federal and/or another (non-Office of Local Defense Community Cooperation) Federal grant source project cost contribution.

9. Status of Funding for Projects that Include Non-Federal / Another Federal Grant Source

All proposed non-Federal project cost contributions are currently available and under the control of the potential grantee.

10. Evidence of Grantee's Ability and Authority to Manage Grants

Evidence of the intended Grantee's ability and authority to manage grants; for example, a summary of past Federal funding received, the existence of project staff with federal grant management experience that will manage the project, etc.

The City of Schertz has a strong and proven history of managing federally funded infrastructure projects, particularly in the area of roadway construction and improvements. This experience demonstrates the City's capability and authority to administer grants in full compliance with federal regulations.

The City has successfully managed over \$25 million in federal and state-funded transportation and infrastructure projects over the past decade. Key examples include:

- FM 1518 Expansion Project: A \$12.5 million project funded through TxDOT and federal sources, involving roadway widening, stormwater improvements, and signal upgrades.
- Schertz Parkway Improvements: A \$6.2 million project that included federal funding components and required NEPA compliance and utility coordination.
- **Tri-County Parkway Extension:** A \$4.8 million project supported by federal and regional funds, improving connectivity and traffic flow in a growing commercial corridor.

The City's Capital Projects and Engineering Department includes professionals with extensive experience in federally funded transportation projects:

- Project Managers with over 15 years of combined experience in civil infrastructure delivery, including oversight of federally funded road projects.
- Grant Administrators who have managed over \$10 million in federal and state grants, ensuring compliance with 2 C.F.R. Part 200, Davis-Bacon Act, and Buy America requirements.
- Finance Department Staff trained in federal grant accounting, with experience in managing multi-million-dollar funding streams and preparing for single audits.

The City utilizes a centralized financial management system that supports grant-specific fund tracking, real-time budget monitoring, and Federal reporting and audit readiness. These systems are compliant with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200).

Under its Home Rule Charter, the City of Schertz has full legal authority to accept, manage, and administer federal and state grants. City Council regularly authorizes grant applications and funding allocations through formal resolutions.

11. Authorized Submitting Official

Steve Williams, City Manager, has been authorized by the City Council of Schertz, TX, via City Resolution, to submit this proposal and apply for assistance.

C. Summary of Project Enhancement

- 1. A description how/if the proposed project enhances "Military Value." (40-45 points) Proposals will be evaluated based on their evidence that the proposed project will enhance each of the following four (4) military value criteria:
 - *a) Current and Future Mission Capabilities and Operational Readiness* How will the proposed project enhance the current and future mission capabilities and the impact on operational readiness of the DoD's total force, including impact on joint warfighting, training, and readiness?

Joint Base San Antonio-Randolph (JBSA-R), located in Bexar County, serves as the headquarters for the Air Education and Training Command (AETC) and the 12th Flying Training Wing (12 FTW). The mission of the AETC is to find, recruit, train, and educate the Airmen the nation needs and the mission for the 12 FTW is to forge aviators by conducting specialized training programs for pilots and combat systems officers. The installation has two runways that support a high volume of training flights, 200,000 aircraft operations per year, making it one of the busiest airfields in the U.S. Air Force. JBSA-R plays a crucial role in homeland defense missions because of its pilot training programs, which are essential for maintaining a ready and capable force to defend the homeland.

Lower Seguin Road (LSR) is a two-lane, undivided 2.9-mile-long road in the City of Schertz that serves as an essential east-west secondary rural arterial connection for the area between Texas State Highway Loop 1604 and Farm-to-Market Road 1518. It is adjacent to the southern border of JBSA-R and is where the installation's South Entry Gate is located. This crucial entrance serves as JBSA-R's only access point for deliveries and services associated with flight training activities, contingency mobilization, and Total Force mobilization. Additionally, there are above ground utility lines along LSR that serve the base.

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The proposed project involves reconstructing [XX miles] LSR, improving the stormwater drainage system, replacing the existing low water crossing with a bridge that provides 100-year unflooded access, installing a warranted traffic signal and additional right and left turn lanes at the installation's South Entry Gate, and rerouting the above ground utility lines to improve the corridor Level of Service (LOS), enhance safety, mitigate flood hazards, and ensure continuity of power and communication services.

JBSA-R depends on sturdy and reliable road transportation infrastructure and utilities to safely facilitate the efficient movement of flight instructors, trainees, and support personnel to ensure timely arrival for training sessions and support activities. Frequent lateness and outages disrupts training schedules, leading to less effective training sessions, and the potential of extending the time required to complete training programs. This can have an impact on the overall readiness of cadets and create graduation delays. Simply, JBSA-R would not meet its mission directive, thereby, resulting in full mission failure.

b) Availability and Condition of Land, Facilities, and Associated Airspace

How will the proposed project affect the availability and condition of land, facilities, and associated airspace (including training areas suitable for maneuver by ground or air forces throughout a diversity of climate terrain areas and staging areas for use of the Armed Forces in homeland defense missions) at both existing and potential receiving locations?

JBSA-R plays a crucial role in homeland defense missions because of its pilot training program, which is essential for maintaining a ready and capable force to defend the homeland. It is part of the larger Joint Base San Antonio (JBSA), which includes Fort Sam Houston and Lackland Air Force Base. In addition to pilot training, JBSA supports a wide range of missions, including medical and intelligence operations. Additionally, JBSA supports the U.S. Northern Command and U.S. Army North in their homeland defense missions, which include detecting, deterring, and defeating threats to the United States, as well as providing support to civil authorities during emergencies.

Improving LSR and rerouting lines reduces the risk of power loss and ensures that JBSA-R's South Entry Gate is consistently accessible for traffic associated with flight training activities including the transportation of aircraft, aviation fuel, maintenance equipment, and other critical mission supplies. Furthermore, it will support the establishment and maintenance of staging areas for homeland defense missions, ensuring quick mobilization and deployment of personnel and equipment.

JBSA-R and LSR are particularly vulnerable to flash flooding due to Woman Hollering Creek. The creek's location and topography make it prone to flash floods, especially during sudden and intense rainfall. As a result, a southern portion of the base and a segment of LSR are in a FEMA-designated Special Flood Hazard Area (SFHA), which is an area with a 1% or higher chance of flooding each year. Replacing the low water crossing with a bridge that provides 100-year unflooded access, and improving the stormwater drainage system, will ensure LSR remains operational so that JBSA-R is accessible.

Two segments of LSR intersect with the Clear Zones (CZ) of each runway. Per the Air Installations Compatible Use Zones (AICUZ) Program, a CZ is a 3,000-foot by 3,000-foot square area beyond the end of the runway that is centered on the runway centerline. CZs are

required areas for active runways where an aircraft accident is most likely to occur if an accident were to take place. The JBSA-R CZs did not always extend beyond the installation boundary and over LSR. They were originally 3,000-feet by 2,000-feet but were amended in 2015 to be compliant with AICUZ requirements.

Roads and highways are generally considered incompatible in CZs unless they are essential, and no feasible alternative exist. LSR dates back to at least the early 20th century and remains a vital arterial roadway for the City of Schertz and JBSA-R and provides the only access to the installation's South Gate Entry. While keeping LSR may not be ideal, the proposed project will make the road safer and less risky. Improving the traffic flow on the road and at the South Entry Gate will allow vehicles to safely move through the CZ more quickly. Rerouting the utility lines will reduce aircraft safety hazards by eliminating obstacles (poles and wires) in the flight paths.

c) Ability to Accommodate Contingency, Mobilization, and Future Total Force Requirements How will the proposed project affect the ability to accommodate contingency, mobilization, and future total force requirements [for DoD locations] to support operations and training?

In situations where the military needs to effectively utilize all available personnel resources including active-duty, reserve, National Guard, civilian employees, and contracted services, LSR is vital to accessing JBSA-R and facilitates coordination between different components of the Total Force, ensuring smooth and effective operations. The proposed project will strengthen JBSA-R's ability to accommodate contingency, mobilization, and future total force requirements to support operations and training in numerous ways.

Road Reconstruction: The existing roadway will be demolished and reconstructed to ensure LSR is structurally sound, safe, and built to last. It is critical that LSR can support the increased traffic and logistical demands of large-scale Total Force mobilization, including the transportation of equipment and other heavy machinery essential to meet mission demands.

Bridge: The replacement of the low water crossing on LSR with a 100-year flood-resistant bridge ensures uninterrupted access during extreme weather events. This is critical for rapid mobilization during contingencies, reliable ingress/egress for personnel and equipment, and ensuring continuity of operations during emergencies.

Traffic Signal and Turning Lanes: The installation of a traffic signal and additional turn lanes at the South Entry Gate will reduce congestion and delays during peak mobilization periods, improve safety and efficiency for large-scale troop or equipment movements, and prepare infrastructure to handle larger-scale mobilizations in the future.

Stormwater Drainage System: Enhanced stormwater management reduces the risk of flooding and infrastructure degradation, which protects LSR (a critical access route), ensures continuity of operations during adverse weather, and minimizes maintenance disruptions that could hinder training or deployment.

Rerouting Above-Ground Utility Lines: Rerouting above-ground utility lines improves resilience and reduces vulnerability to environmental or accidental damage, which supports

sustained operations during contingencies and facilitates future infrastructure upgrades aligned with force growth.

The overall project supports future total force requirements by accommodating increased traffic and logistical demands, providing a robust foundation for future infrastructure expansions, and enhancing the installation's ability to support joint or multi-agency operations.

d) Project Effect on Cost of Operations and Manpower Implications How will the proposed project affect the cost of operations and [are there] manpower implications?

The proposed project will result in significant benefits in terms of safety, readiness, and operational efficiency. The South Entry Gate, on LSR, serves as the access point for mobilization execution, deliveries, (including military vehicles and aircraft, fuel, and other equipment), and commercial service providers.

Cost of Operations: Poor road conditions, traffic congestion, and flood risk all create disruptions that increase safety risks, slow emergency response, and hurt productivity. Improving LSR can enhance operational efficiency by reducing travel time and minimizing disruptions for personnel, deliveries, and service providers. Enhanced infrastructure can reduce the costs associated with emergency preparedness and response by facilitating quicker and safer evacuations and deployments during floods and other emergency events.

Manpower Implications: The proposed project will reduce the frequency of delays for personnel commuting to and from the base. This can enhance productivity and ensure that training and operations proceed as scheduled. Reconstructing the road and constructing a new bridge will improve the base's ability to respond to emergencies, reducing the strain on manpower during emergencies by facilitating quicker and safer evacuations and deployments.

Proposals that don't identify a military value enhancement based on the four value criteria above, will be scored on the remaining priorities (listed in order of priority) as follows (choose one):

- 2. Priority 2. Contribute to Training Cadets (34-39 points)
 - (1) Proposals supporting the training of cadets must describe how the infrastructure project will contribute to the training of cadets enrolled in an independent program at a "covered educational institution".

[Need JBSA-R to confirm any college/university cadet training taking place on base.]

The proposed infrastructure project at JBSA-R will directly contribute to the training of cadets enrolled in the [insert independent program name, e.g., Reserve Officer Training Corps (ROTC)] program at [insert name of covered educational institution, e.g., Prairie View A&M University]. This institution is recognized as a "covered educational institution" under 10 U.S.C. § 2195. Improving LSR will contribute to training of cadets in the following ways:

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Improved Safety and Accessibility: The upgraded roadway and drainage systems will provide safer, more reliable transportation routes for cadets commuting to training sites, educational institutions, and community service activities.

Enhanced Community Resilience: By mitigating flood risks and improving infrastructure reliability, the project strengthens the surrounding community—an essential context for cadets learning to lead in both civilian and military environments.

Support for Training Logistics: Improved infrastructure can facilitate more efficient movement of personnel and resources, indirectly supporting [ROTC] training exercises, field events, and community outreach programs.

Leadership Context: Exposure to real-world infrastructure improvements helps cadets appreciate the broader systems that support national security and public service, aligning with ROTC goals of developing informed, capable leaders.

(2) Proposals supporting the training of cadets must describe the resulting impact to the benefitting installation, identifying in the proposal the specific covered educational institution.

The LSR project will have a direct and measurable impact on JBSA-R by enhancing access, safety, and operational efficiency for [e.g., Prairie View A&M University ROTC] cadet training activities. The resulting impacts to JBSA-R include:

Improved Base Accessibility: LSR serves as a key access route to JBSA-R. Upgrading this corridor will reduce travel time and improve reliability for training-related transportation activities.

Enhanced Training Readiness: By mitigating flood risks and improving road conditions, the project ensures uninterrupted access to JBSA-R, supporting consistent scheduling of training and joint-service exercises.

Increased Cadet Participation: The improved infrastructure will enable more frequent and larger-scale training events, increasing participation and engagement between JBSA-R and cadet programs.

Operational Efficiency: The project supports JBSA-R's broader mission by reducing logistical burdens and enhancing coordination with educational institutions, ultimately contributing to the installation's role in flight training and force readiness.

- (3) Affirm their compliance with each of the following aspects included in the 10 U.S.C. § 2391(e)(6):
 - a. a part B Institution, as defined in section 322 of the Higher Education Act of 1965 (20 U.S.C. § 1061);
 Pending based on College/University involved.
 - b. an 1890 Institution, as defined in section 2 of the Agricultural Research, Extension, and Education Reform Act of 1998 (7 U.S.C. § 7601);



Pending – based on College/University involved.

- c. is not affiliated with a consortium; and, Pending – based on College/University involved.
- d. is located at least 40 miles from a major military installation. Pending – based on College/University involved.

3. Priority 3. Enhance Military Installation Resilience (29-33 points)

Proposals will be evaluated based on their evidence that the proposed project will enhance military installation resilience. As defined in 10 U.S.C. § 101(e)(8), the term "military installation resilience" means, "the capability of a military installation to avoid, prepare for, minimize the effect of, adapt to, and recover from extreme weather events, or from anticipated or unanticipated changes in environmental conditions, that do, or have the potential to, adversely affect the military installation to ressential transportation, logistical, or other necessary resources outside of the military installation that are necessary in order to maintain, improve, or rapidly reestablish installation mission assurance and mission-essential functions." Using language from that definition, proposals should describe how/if the proposed project impacts military installation resilience.

According to the National Centers for Environmental Information (NOAA), JBSA-R and the City of Schertz are highly vulnerable to extreme weather based on the recorded history of flooding, flash flooding, thunderstorm winds, hail, and winter weather events. As previously mentioned, JBSA-R and LSR are particularly susceptible to flooding due to their proximity to Woman Hollering Creek. The creek lies within a relatively flat and low-lying area comprised of clay-rich soil that absorb water slowly. This increases surface runoff resulting in flash floods during sudden and intense rainfall. As a result, a southern portion of the base and a segment of LSR are in a FEMA-designated Special Flood Hazard Area (SFHA), which is an area with a 1% or higher chance of flooding each year.

Improving LSR will significantly enhance JBSA-R's resilience during flooding and other severe weather events. The project includes upgrading the stormwater drainage system and the construction of a new bridge to replace the low water crossing—both of which will contribute to the increase water flow capacity and prevent water accumulation. This ensures that LSR remains passable during heavy rainfall and flooding events and maintains access to the installation. This is critically important in facilitating emergency response, mobilization, and recovery efforts. Furthermore, this project helps to prevent disruptions to essential activities and operations conducted in support of the mission. By focusing on these aspects, this road improvement project will strengthen JBSA-R's overall resilience.

4. Priority 4. Enhance Military Quality of Life (22-27 points)

Proposals will be evaluated based on their evidence that the proposed project will enhance military quality of life. As proposals describe how/if the proposed project impacts military quality of life, proposals must detail how the proposed project alleviates installation commuter workforce issues and benefits schools or other local infrastructure located off of a military installation that will support members of the armed forces and their dependents residing in the community, as required under 10 U.S.C. § 2391(e)(4)(C).

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The proposed project can significantly enhance the quality of life for military families and the broader community in several ways. It will ensure safer and more reliable transportation for military families, reducing travel time and stress. This allows families to spend more quality time together and access essential services more easily, such as healthcare, shopping, and recreational activities. By upgrading the road infrastructure, traffic congestion can be reduced and commute times improved for both military personnel and civilian employees. This leads to increased productivity, lower stress levels, and better overall job satisfaction. This project will also facilitate easier and safer access to schools, enhancing educational opportunities for the children of service members. Additionally, improving LSR supports other local amenities, such as parks, community centers, and emergency services, contributing to a more vibrant and supportive community. By addressing these areas, a road improvement project can create a more resilient and supportive environment for military families and the surrounding community, ultimately enhancing the overall quality of life.

5. Defense Related Critical Infrastructure (5 points)

If the proposed project is defense-related critical infrastructure, proposers should describe the impact of the project on prevention, remediation, or mitigation of risks resulting from vulnerabilities of critical infrastructure assets, both on the installation and outside of the installation. The proposal should capture a holistic assessment demonstrating how the assets or facilities are essential to project, support, and sustain military forces and operations and provide mutual benefit to the military installation.

As described in the Commander's letter of support, LSR is a non-Department of Defense transportation corridor that functions as defense-related critical infrastructure due to its direct support of JBSA-R. LSR plays a vital role in sustaining JBSA-R's aviation training missions and is a key route for contingency and Total Force mobilization, enabling the rapid deployment and coordination of active duty, reserve, National Guard, civilian, and contracted personnel.

The current condition of LSR presents significant vulnerabilities. The frequently flooded lowwater crossing, deteriorating pavement, and high traffic volumes compromise the reliability and resilience of access to the South Entry Gate of JBSA-R. These vulnerabilities pose operational risks during both routine and emergency scenarios. This project directly mitigates those risks by:

- Replacing the low-water crossing with a bridge designed to withstand a 100-year storm, significantly reducing flood-related disruptions and improving year-round accessibility.
- Installing a traffic signal near the South Entry Gate, which will enhance traffic flow, reduce congestion, and improve safety for both military and civilian users.
- Improving the corridor's LOS, ensuring more efficient movement of personnel and resources during high-intensity operations or emergency mobilizations.

Collectively, these improvements enhance the resilience and functionality of a critical access route to JBSA-R, supporting the installation's ability to project and sustain military operations. The project also provides mutual benefit by strengthening regional infrastructure that supports both military readiness and civilian emergency response capabilities.

6. A description how/if the project supports strategic seaports.

Proposals supporting a strategic seaport must identify that: (1) the proposed project is listed in the report on strategic seaports provided to Congress in response to Section 3515 of the National Defense Authorization Act for Fiscal Year 2020 (Public Law 116-92; 133 Stat. 1985); and (2) the

strategic seaport where the proposed project is located. For proposals that include project locations on one of the listed strategic seaports, please work with the benefitting local installation commander to confirm whether the proposed project is listed in the aforementioned report.

 the proposed project is listed in the report on strategic seaports in response to Section 3515 of the National Defense Authorization Act for Fiscal Year 2020 (Public Law 116-92; 133 Stat. 1985).

Not applicable.

(2) the strategic seaport where the proposed project is located.

Not applicable.

D. Summary of Community-Installation Need [3 Pages Max]

1. A Description of the Project

a) A general description of the project.

LSR is a two-lane, undivided 2.9-mile-long roadway located within the City of Schertz, functioning as a secondary rural arterial that provides an essential east-west connection between Texas State Highway Loop 1604 and Farm-to-Market Road 1518. The corridor runs adjacent to the southern boundary of JBSA-R and serves as the location of the installation's South Entry Gate. This gate is the sole access point for all deliveries and service-related traffic supporting JBSA-R's flight training operations, contingency mobilization efforts, and Total Force mobilization activities.

The proposed project entails a comprehensive reconstruction of [XX miles] of LSR to enhance its structural integrity, operational efficiency, and resilience to extreme weather events. Key components of the project include:

- Full-Depth Roadway Reconstruction
- Stormwater Drainage Upgrades
- New Bridge Structure to Replace Existing Low-Water Crossing
- Traffic Signal Installation and Turn Lane Construction
- Rerouting Above-Ground Utility Lines in CZs

These improvements will significantly enhance the corridor's LOS, mitigate flood-related hazards, and strengthen the reliability of critical infrastructure that supports military readiness and regional resilience.

b) Major scope elements (e.g., site work, utility upgrades, horizontal construction, mechanical systems installation, etc.).

Roadway Reconstruction: Converting a two-lane road with shoulders and roadside ditches to a three-lane road with curb and gutter for most of the project limits. A portion of the road will also include a right turn lane in addition to the three lanes. Also, a portion of the road will be widened to five lanes. Driveways and roadway geometry, including horizontal and vertical

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improvements, are being made to meet current design standards and provide better safety for vehicles and pedestrians.

Stormwater Drainage System: The roadway conveys the existing storm sewer via roadside ditches. It will be replaced with a closed storm sewer system for the majority of the roadway to convey roadway drainage along with some offsite drainage more efficiently through the right-of-way. Additionally, roadside ditches will remain in a few areas to convey offsite drainage. The drainage system will meet current design standards, improve drainage conveyance within the project limits, and reduce the likelihood of localized flooding in smaller rain events.

Bridge Installation: The existing low-water crossing will be replaced with a 47-foot-wide and 280-foot-long bridge to span Woman Hollering Creek and 100-year floodplain. The bridge will accommodate two lanes with a 10-foot shared use path.

Traffic Signal Installation and Turn Lane Construction: Based on a traffic study conducted in February 2024, a traffic signal is warranted at the intersection of Golf Road, where the JBSA-R South Entry Gate is located, and LSR. The project will widen the Golf Road to accommodate four lanes and add a right and left turn lane on LSR into Golf Road. This will improve traffic flow, reduce congestion, and enhance access control and safety for both military and civilian vehicles.

Rerouting Above-Ground Utility Lines: The proposed project includes rerouting aboveground lines to remove them from the two runway CZs and to protect essential power and communication infrastructure. This will ensure continuity of operations for both the installation and surrounding community and enhance safety for flights to and from JBSA-R..

c) Engineering information that demonstrates the technical feasibility of the construction project, and that the final project will be complete and usable.

The proposed reconstruction of LSR and associated infrastructure improvements have been evaluated for technical feasibility and are supported by sound engineering principles and design standards. The integration of these improvements ensures that the final project will be fully functional, resilient to environmental stressors, and capable of supporting current and future operational demands.

d) The participating project parties involved in the project, to include contemplated grant sub-recipients as defined by 2 C.F.R. 200.1.

City of Schertz, TX: A rapidly growing municipality in the San Antonio metropolitan area, Schertz is the primary recipient of the proposed grant and a central participant in the project. As the local government entity with jurisdiction over LSR, Schertz holds primary responsibility for the planning, design, and implementation of infrastructure improvements within its boundaries. The City's Public Works Department will lead these efforts and coordinate closely with JBSA-R, development services, and regional partners to ensure sustainable and resilient growth. All will be deleted or changed to black for final draft. Green Text: Pending information or notes from Halff. Blue Text: Pending information needed from JBSA-R. Red Text: Pending information needed from Schertz.

Schertz has demonstrated a strong commitment to infrastructure investment, allocating over \$40 million in recent years to water, sewer, and drainage projects that support both new development and the maintenance of existing systems. The City's leadership in the Lower Seguin Road project reflects its broader mission to enhance public safety, improve transportation efficiency, and support regional resilience—including infrastructure that directly benefits Joint Base San Antonio–Randolph (JBSA-R).

As the grant's primary recipient under 2 C.F.R. § 200.1, the City of Schertz will oversee project execution and fiscal management, coordinating with military and regional stakeholders to ensure that improvements align with both civilian and defense-related infrastructure priorities.

Joint Base San Antonio-Randolph (JBSA-R): Is a key mission installation of the United States Air Force and one of three primary locations comprising Joint Base San Antonio (JBSA), alongside JBSA-Lackland and JBSA-Fort Sam Houston. As part of the Department of Defense's largest joint base, JBSA-R serves as a premier training hub for the Air Education and Training Command (AETC), with a core mission focused on pilot and aircrew training, leadership development, and Total Force readiness.

While JBSA-R is not a grant sub-recipient, it is a critical stakeholder in the proposed infrastructure project due to its reliance on LSR for operational access. The installation's South Entry Gate, located along LSR, is the sole access point for deliveries and services supporting flight training operations, contingency mobilization, and Total Force mobilization. As such, the installation has a vested interest in ensuring the reliability, safety, and resilience of adjacent transportation infrastructure.

JBSA-R's involvement in the project includes providing strategic guidance, mission impact assessments, and formal support through command leadership. The installation's coordination with local government entities, such as the City of Schertz, ensures that infrastructure improvements align with military operational requirements and enhance regional defense readiness.

2. A narrative describing the community-installation need.

a) Details on how the completed project will address a specific deficiency in community infrastructure supportive of a military installation.

The proposed improvements to LSR directly address multiple critical deficiencies in community infrastructure that currently impede safe and reliable access to JBSA-R. A recently completed traffic study revealed that several intersections along the LSR corridor, including the South Entry Gate intersection, are operating at LOS "E" on a scale from A (best) to F (worst). LOS "E" indicates that these intersections are functioning at or near capacity, with limited maneuverability, reduced speeds, and significant delays.

The South Entry Gate is a vital access point for JBSA-R, supporting daily operations and personnel movement. In February 2024, nearly 3,600 vehicles were recorded entering and exiting through this gate in a single day, highlighting the strategic importance of this corridor for military readiness.

In addition to congestion, the corridor faces several other infrastructure challenges:

Flooding Risk: A segment of LSR includes a low-water crossing at Woman Hollering Creek, located within a FEMA-designated Special Flood Hazard Area. This area is prone to flooding, which disrupts access and contributes to roadway deterioration.

Stormwater Drainage Deficiencies: The existing stormwater infrastructure is inadequate, leading to frequent pooling and runoff during rain events. This exacerbates pavement damage and increases the risk of hydroplaning and vehicle accidents.

Above-Ground Utilities in Clear Zones: Utility poles and overhead lines are currently located within the roadway's clear zones, posing safety hazards and limiting the corridor's ability to meet modern roadway design standards. These obstructions increase the risk of collisions and complicate emergency response and maintenance operations.

Surface Degradation: High traffic volumes, combined with poor drainage and flood exposure, have led to significant surface deterioration, including cracks, potholes, and rutting.

These combined deficiencies compromise the safety, reliability, and resilience of the corridor, directly affecting the timely movement of military personnel, equipment, and emergency services. The proposed project will address these issues through comprehensive roadway reconstruction, drainage improvements, and utility relocations, enhancing operational efficiency, reducing delays, and supporting the long-term mission readiness of JBSA-R.

b) A summary of the installation need for the proposed community infrastructure project, and how the absence of the proposed community infrastructure project degrades military value at the military installation, the training of cadets enrolled in an independent Reserve Officer Training Corps program at a covered educational institution and resulting impact to the benefitting installation, military installation resilience, or military family quality of life at a military installation.

The proposed improvements to LSR are essential to sustaining the operational effectiveness, training capacity, and long-term resilience of JBSA-R. Without this project, the corridor's already strained infrastructure will continue to degrade to LOS "F." This level of congestion results in stop-and-go traffic, extended delays, and unreliable access to the installation.

Such conditions directly impact the punctuality and readiness of both instructors and trainees, including [e.g., Prairie View A&M University ROTC] cadets who rely on timely access to JBSA-R for training exercises. Delays and disruptions to training schedules reduce instructional effectiveness, limit hands-on learning opportunities, and risk extending the time required to complete training pipelines, ultimately degrading the readiness of future officers and the installation's ability to meet its mission objectives.

Moreover, in the event of a large-scale contingency or Total Force mobilization, the current state of LSR would be insufficient to support the surge in traffic and logistical demands. Delays in the movement of personnel, equipment, and supplies could compromise mission execution and emergency response capabilities.

All will be deleted or changed to black for final draft. Green Text: Pending information or notes from Halff. Blue Text: Pending information needed from JBSA-R. Red Text: Pending information needed from Schertz.

The absence of this infrastructure project also undermines military installation resilience. The corridor's vulnerability to flooding, poor stormwater drainage, and deteriorating pavement conditions increase the risk of access disruptions during severe weather events, threatening continuity of operations. Additionally, above-ground utilities located within clear zones pose safety hazards and limit the corridor's ability to meet modern design standards.

Finally, the degraded condition of LSR negatively affects the quality of life for military families who live, work, or commute through the area. Prolonged travel times, unsafe road conditions, and limited evacuation reliability during emergencies contribute to stress and reduce the overall attractiveness of the installation as a duty station.

In summary, failure to advance the proposed project would significantly degrade the military value of JBSA-R, hinder the training and development of future officers, and compromise both resilience and quality of life for the broader military community.

c) An estimate of the likely beneficiaries of the project (in addition to the military installation) as well as an assessment of the extent to which the total installation population of military service members (or, if applicable, cadets enrolled in an independent program at a covered educational institution) and/or their families will benefit (e.g., 0-100% of the population).

In addition to the military installation, an estimate of likely beneficiaries includes:

- **Residents:** The road reconstruction project, including the replacement of the low water crossing with a bridge and installation of a traffic signal, will significantly improve safety and accessibility and reduce travel time and vehicle operating costs for local residents.
- **Businesses:** Local businesses will benefit from improved transportation infrastructure, facilitating smoother logistics, enhancing safety for employees commuting, and potentially increasing customer traffic.
- **First Responders:** Enhanced road infrastructure will improve response times for emergency services, including fire, police, and medical personnel. The City of Schertz provides EMS services for the base and the proposed project will provide Schertz Fire Station #3 improved response times to the base.
- Schools: Improved road safety and accessibility will benefit students and staff commuting Randolph Field Independent School District located on the base. Families that live off base will benefit from improvements to LSR. School traffic in particular creates high volumes during peak commute times in the morning and afternoon.

An assessment of benefits to military service members and their families include:

- **Direct Benefits:** The project will directly benefit approximately 100% of the military installation population, including cadets, service members, and their families, by providing safer and more reliable access to the installation.
- **Quality of Life:** Enhanced infrastructure will improve the quality of life for military families by reducing travel time and increasing safety during commutes.

d) Letter of Support

Installation Commander Support Letter(s) should be included as attachments with your application.

E. Summary of Construction Readiness [14 Pages Max]

1. Status of Planning and Design

Proposals must provide details on the status of design and planning required to proceed with ground-disturbing construction.

The Lower Seguin Road Reconstruction and Drainage Project is currently in the preliminary design stage, which is anticipated to be completed by July 2025. Key planning and design activities that are underway include geotechnical surveys, hydrologic analysis, environmental review and permitting. The final design and construction documents are expected to be completed in October 2025, enabling the project to move into the procurement phase in November 2025. The construction phase is anticipated to start in March 2026 and be completed in 24 months.

2. Budget and Funding Sources

All submissions must include a project budget section that identifies the information below. Budgets that fail to include these categories will be down-scored.

a) Proposals must provide a reasonable, allowable, and allocable project budget that demonstrates an understanding of eligible costs. Costs identified in this project budget must be broken out by major cost elements for project administration, inspection, construction, utilities, and contingency costs. This project budget must also identify the total cost for the proposed project, identifying which costs (if present) are contributed by other sources of funding (i.e., project parties). If soft costs (i.e., costs that are not direct construction costs) required for the planning, design, and execution are identified as part of the project budget, they must be funded as part of the local cost share portion of the project. Please note that all costs included in project budgets must have been incurred after August 13, 2018, the date of enactment of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.

The following is a summary of the proposed project's major cost elements:

Administration/Legal: Pending – need details from PW Team.

Inspection: Pending – need details from PW Team.

Construction: Pending – need details from PW Team.

Equipment: Pending – need details from PW Team.

Utilities: Pending – need details from PW Team.

Right-of-Way Acquisition: Pending – need details from PW Team.

Architectural/Engineering Fees*: Pending – need details from PW Team.

Contingency (no more than 15%): Pending – need details from PW Team.

b) If the proposed project is part (a phase) of a larger project, detail must be provided on the status of all funding to complete the total project.

Not applicable.

c) An overview of all funding sources, including non-federal project cost contribution source funding, that demonstrates a firm commitment and unconditioned availability (including any eligibility of federal funds to be counted as the funding contribution) to complete the project is required.

The proposed project includes a local cost contribution from the City of Schertz that is 30% of the total project budget, which is both included in the proposed budget and essential to the overall project execution.

d) If a local project cost contribution is required (or included as part of the proposed budget even if not required) for a community infrastructure project, a selected Grantee must show that local project cost contribution funding is liquid and readily available to the project prior to receiving grant disbursements from the Office of Local Defense Community Cooperation. The proposal itself must therefore include evidence that the necessary non-Federal sourced funding will be available to execute the project prior to disbursement of Office of Local Defense Community Cooperation funds.

In accordance with the requirements of OLDCC, the City of Schertz affirms that the non-Federal funding necessary to support this contribution is both liquid and readily available. To demonstrate this, the proposal includes a resolution from the City Council authorizing the use of these funds for the project. This documentation provides clear evidence that the local cost share is secured and will be available in advance of any Federal disbursements, ensuring uninterrupted project execution and compliance with grant requirements.

e) Proposals relying on debt financing for any portion of their project must demonstrate how any Federal Interest that is created through the proposed project will be preserved through any subsequent refinancing, foreclosure, or other actions that may change the purpose, life, and/or benefactors of the enhancement that was the basis for the Federal Interest.

The City of Schertz has issued bonds to finance this project. In accordance with federal requirements, the City is committed to ensuring that any Federal Interest created through this project is fully preserved throughout the life of the asset, regardless of any future refinancing, foreclosure, or other financial restructuring. To that end, the City will implement the following measures:

Legal Protections: All bond documents and associated agreements will include provisions that recognize and protect the Federal Interest. These provisions will ensure that any refinancing or transfer of ownership will be contingent upon the continued preservation of the Federal Interest.

Covenants and Restrictions: The City will record covenants or deed restrictions, as appropriate, to ensure that the purpose, use, and beneficiaries of the project remain consistent with the original intent of the federal investment.

Monitoring and Compliance: The City will maintain a robust compliance and monitoring framework to track the use and condition of the project assets. This includes periodic reporting and audits to verify that the Federal Interest is not compromised.

Contingency Planning: In the event of foreclosure or other adverse financial events, the City will require that any successor entity assumes the obligations related to the Federal Interest, including maintaining the intended public benefit and use of the project.

These measures collectively ensure that the Federal Interest will be preserved and protected, regardless of any future financial or operational changes related to the project.

f) If necessary, documentation demonstrating that the requested grant funds do not supplant other available federal funds, such as those through Defense Access Roads, Rebuilding American Infrastructure with Sustainability and Equity, the Economic Development Administration Public Works and Economic Adjustment Assistance, etc. If other federal funding is required to execute the project, the Grantee must include with the proposal a copy of a counter-signed funding agreement with the awarding federal agency. Documentation for this requirement should be included as attachments with your application.

Not applicable.

g) The proposing entity must also state its capability to secure a surety bond (e.g., a bid guarantee, performance bond, and payment bond) prior to the commencement of construction activity as defined by 2 C.F.R. Part 200.326.

As the proposing entity, the City of Schertz will serve as the project administrator and will subcontract with a qualified construction firm to perform the ground-disturbing activities. In accordance with 2 C.F.R. Part 200.326 and applicable procurement standards, the City will ensure that all selected contractors are capable of securing the required surety bonds, including:

- Bid Guarantee
- Performance Bond
- Payment Bond

These bonding requirements will be explicitly included in the solicitation documents and enforced as a condition of contract award. The City has established procurement procedures that comply with federal, state, and local regulations to verify contractor bonding capacity prior to the commencement of construction.

h) Acknowledgement that any cost overruns will be the obligation of the proposer.

The City of Schertz acknowledges that any cost overruns will be the obligation of the City.

i) Please complete the budget worksheet to the best of your knowledge. Please note that DCIP funds do not cover costs related to design, planning, and environmental. If soft costs (i.e., costs that are not direct construction costs) are required they must be funded as part of the local cost share portion of the project.

Category	Federal Request	Non-Federal Match	Other Source
Administration/Legal	Pending	Pending	\$0
Inspection	Pending	Pending	\$0
Construction	\$17,500,000	\$7,500,000	\$0
Equipment	\$0	\$0	\$0
Utilities	Pending	Pending	\$0
Right-of-Way Acquisition*	\$0	Pending	\$0
Architectural/Engineering Fees*	\$0	\$2,700,000	\$0
Contingency (no more than 15%)	\$0	\$4,500,000	\$0
GRAND TOTAL:	Pending	Pending	\$0

*Ineligible for DCIP funding

3. Proposed Project Schedule

A detailed project development schedule must be included that explains the project execution strategy. The project schedule must identify milestones such as final permitting and compliance (including National Environmental Policy Act requirements), long lead time permits and approvals, design and contracting, site control, start of construction, and end of construction. The proposer must demonstrate that the project can commence quickly enough to ensure that the project can be completed no later than five (5) years following the obligation of federal funds.

Phases & Milestones	Start Date	Completion Date
Preliminary Design	10/1/2024	7/1/2025
Site Control	5/1/2025	Pending
NEPA	Pending	Pending
Final Permitting & Compliance	Pending	Pending
Final Design & Construction Documents	8/1/2025	10/31/2025
Procurement	11/1/2025	1/1/2026
Construction	3/1/2026	3/1/2028
Preliminary Design	10/1/2024	7/1/2025

4. Review of pre-construction requirements (environmental)

Proposals must include the status of any known federal and state/local requirements (e.g., National Environmental Policy Act (42 U.S.C. § 4321-4347)) and a detailed plan for completing them. If awarded a grant, the Grantee may also be required to comply with other environmental laws with requirements that support but are independent of the National Environmental Policy Act, including but not limited to Section 106 of the National Historic Preservation Act. Please provide this information below.

The following summarizes the status of known federal and state/local requirements and plans for completing them:

National Environmental Policy Act (NEPA) Compliance:

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- **Current Status:** The project is currently undergoing an Environmental Assessment (EA) to evaluate the potential environmental impacts of replacing the low water crossing with a bridge and installing a traffic signal. This assessment will determine whether a more detailed Environmental Impact Statement (EIS) is required.
- **Plan for Completion:** The EA is expected to be completed by [expected completion date]. If an EIS is deemed necessary, it will be initiated immediately following the EA, with an anticipated completion date of [expected completion date].

Section 106 of the National Historic Preservation Act (NHPA):

- **Current Status:** Initial consultations with the State Historic Preservation Officer (SHPO) and other relevant stakeholders were initiated on [start date] to identify any historic properties that may be affected by the project.
- Plan for Completion: The Section 106 review process will continue with detailed assessments of the project's impact on identified historic properties. This includes evaluating alternatives to avoid, minimize, or mitigate adverse effects. The process will culminate in a Memorandum of Agreement (MOA) or Programmatic Agreement (PA) to document compliance and agreed-upon mitigation measures. The anticipated completion date is [expected completion date].

Additional Environmental Laws and Requirements:

- Endangered Species Act (ESA): Consultations with the U.S. Fish and Wildlife Service will begin on [start date] to ensure that the project does not harm federally listed endangered species. The anticipated completion date is [expected completion date].
- State and Local Requirements: The project will comply with all relevant state and local environmental regulations, including obtaining necessary permits and conducting required assessments.

Anything else?

5. Status of Permitting Approvals

Proposals must include details on required federal and state/local permits including status and timeline to obtain such permits. If applicable, proposers must identify whether the proposed project is subject to inclusion in state, regional, metropolitan, or local approval regimes, or a certification from another agency (e.g., Metropolitan Planning Organization) of the inclusion of the project in any such planning document. The proposer must demonstrate that conformance with applicable state, regional, and/or local planning requirements is attainable within a reasonable timeline of grant award, list all necessary permitting, and the schedule for obtaining such permits. Specific mention of long lead-time permits to include federal organizations and/or those requiring multi-agency consideration or approval (e.g., U.S. Army Corps of Engineers, Defense Counterintelligence and Security Agency) must be presented in the proposal within the context of the project development schedule. Failure to identify all necessary permits with a schedule in submitted proposals will result in down-scoring during the proposal review period and potential project cancellation should the project be awarded and it determined that information was knowingly withheld.

The following summarizes the details of required federal and state/local permits and the timeline to obtain them:

Federal Permits:

National Environmental Policy Act (NEPA):

- **Current Status:** The project is undergoing an Environmental Assessment (EA) to evaluate potential environmental impacts. The EA is expected to be completed by [expected completion date]. If an Environmental Impact Statement (EIS) is required, it will be initiated immediately following the EA.
- **Timeline:** EA completion by [expected completion date]; EIS completion by [expected completion date].

Section 404 Permit (Clean Water Act):

- **Current Status:** Coordination with the U.S. Army Corps of Engineers is ongoing to obtain a Section 404 permit for impacts to waters of the United States.
- **Timeline:** Permit application submitted; expected approval by [expected approval date].

Section 106 Review (National Historic Preservation Act):

- **Current Status:** Initial consultations with the State Historic Preservation Officer (SHPO) have been initiated.
- **Timeline:** Completion of Section 106 review by [expected completion date].

State Permits:

Texas Pollutant Discharge Elimination System (TPDES) Permit:

- **Current Status:** Application for stormwater discharge permit submitted to the Texas Commission on Environmental Quality (TCEQ).
- **Timeline:** Expected approval by [expected approval date].

Air Quality Permit:

- **Current Status:** Assessment of air quality impacts is underway; permit application to be submitted to TCEQ.
- **Timeline:** Expected approval by [expected approval date].

Local Permits:

Municipal Permits:

- Current Status: Coordination with local authorities for necessary construction permits.
- **Timeline:** Expected approval by [expected approval date].

Inclusion in Planning Documents:

- Current Status: The project is subject to inclusion of the City of Schertz Thoroughfare Plan.
- **Timeline:** June 2017.

6. Status of Site Control

Proposals must provide details on the status of site control for the life of the investment, specifically legal documentation such as easements, lease agreements, deeds, or the necessary progress to ensure construction commences within a reasonable timeframe. Please note: site or

land acquisition, whether with Defense Community Infrastructure Program award funds, local cost share contributions, or some combination thereof, is not an eligible activity.

The following summarizes the details of the status of site control:

Easements:

- **Current Status:** All necessary easements for the project [are in the process of being] secured. Documentation includes recorded easements for access and utility placement along the project corridor.
- **Progress:** Easement agreements have been finalized and recorded with the county clerk's office. This ensures uninterrupted access for construction and future maintenance.
- **Timeline:** Secured and recorded by [date].

Lease Agreements:

- **Current Status:** Lease agreements for temporary construction staging areas [have been OR are in the process of being] executed.
- **Progress:** Lease agreements are in place for the duration of the construction period, providing designated areas for equipment and materials storage.
- **Timeline:** Executed and effective from [start date] to [end date].

Deeds:

- Current Status: The project site is owned by the City of Schertz and all deeds are in order.
- **Progress:** Ownership documentation has been verified, ensuring clear title and legal control over the project site.
- **Timeline:** Verified and documented by [date].

Progress to Ensure Construction Commences:

- Site Preparation: Preliminary site preparation activities, including surveying and geotechnical investigations, [have been completed on date OR are in progress and expected to be completed by date].
- **Permitting:** All necessary permits required for compliance with local zoning and land use regulations [have been obtained on date OR are in progress and expected to be obtained by date].
- **Coordination:** Ongoing coordination with utility companies and local authorities to ensure timely relocation of utilities and minimal disruption during construction.

F. Attachments

Attachments should be included in compliance with the overall application page limit as set forth at the start of this section. Such attachments may include maps, drawings, environmental compliance documents, or other evidence that demonstrates how a proposal will start construction within a reasonable timeframe and be complete within five (5) years.

- Attachment A. City Resolution
- Attachment B. Commander's Letter of Support
- Attachment C. 100% Unsigned Construction Plans
- Attachment D. Project Cost Estimate
- Attachment E. Project Schedule
- Attachment F. OLDCC NEPA Environmental Checklist & Approvals

CITY OF SCHERTZ CAPITAL IMPROVEMENT PROJECT SHEET

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

Completion Date:

Fall 2026

Project Forecast

	Prior											
	Appropriatio	n	2023-24	2024-25	2025-26	2	026-27	2	027-28	20	28-33	Fotal Cost
ProposedFunding Sourc	e											
Bonds	\$-	\$	15,000,000	\$ -	\$ 3,200,000	\$	-	\$	-	\$	-	\$ 18,200,000
	\$-	\$	-	\$ -	\$ -	\$	-	\$	-	\$	-	\$ -
	\$-	\$	-	\$ -	\$ -	\$	-	\$	-	\$	-	\$ -
Total Funding Source	\$-	\$	15,000,000	\$ -	\$ 3,200,000	\$	-	\$	-	\$	-	\$ 18,200,000
Expenditure												
Land Purchase	\$-	\$	-	\$ 900,000	\$ -	\$	-	\$	-	\$	-	\$ 900,000
Professional Services	\$-	\$	985,000	\$ 300,000	\$ -	\$	-	\$	-	\$	-	\$ 1,285,000
Construction	\$-	\$	-	\$ -	\$ 16,015,000	\$	-	\$	-	\$	-	\$ 16,015,000
Total Expenditure	\$-	\$	985,000	\$ 1,200,000	\$ 16,015,000	\$	-	\$	-	\$	-	\$ 18,200,000

CITY OF SCHERTZ CAPITAL IMPROVEMENT PROJECT SHEET

Project	Type:
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Transportation

Project Code:

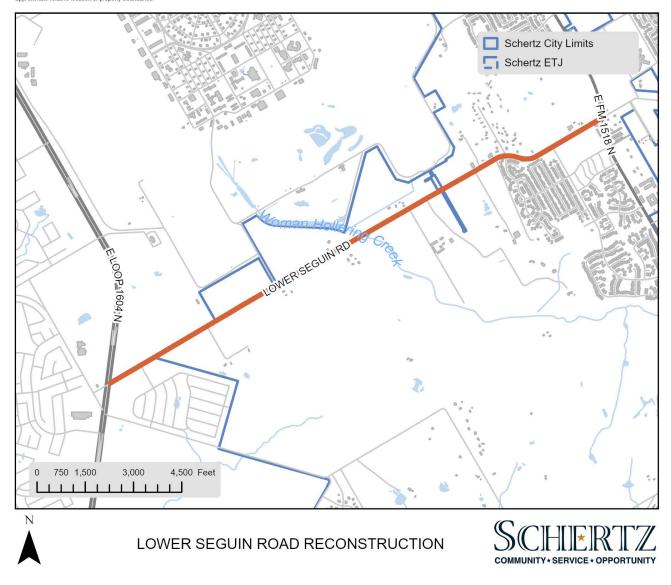
SO2

Project Title:

Lower Seguin Road Reconstruction

Location:

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



CITY COUNCIL MEMORANDUM

City Council Meeting: June 03, 2025 Department: Planning & Community Development Ordinance 25-S-022- Conduct a public hearing and consider a request to rezone

approximately 20 acres of land from Pre-Development District (PRE), Agricultural District (AD), and Single-Family Residential/ Agricultural District (R-A) to Single-Family Subject:
 Residential District (R-2), generally located approximately 4,800 feet east of the intersection of FM 1518 and Lower Seguin Road, known as 12816 Lower Seguin Rd and 12746 Lower Seguin Road, and more specifically known as Bexar County Property Identification Numbers 310027, 310026, and 310028, City of Schertz, Bexar County, Texas. (B.James/L.Wood/D.Marquez)

BACKGROUND

The applicant is proposing to rezone approximately 20 acres from Pre-Development District (PRE), Agricultural District (AD), and Single-Family Residential/Agricultural District (R-A) to Single-Family Residential District (R-2), generally located 4,800 feet east of the intersection of FM 1518 and Lower Seguin Road. There are existing residences on the properties, and the properties are not platted. Approximately 13 acres of the subject property were annexed in 2024.

On April 21, 2025, forty (40) 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, two (2) responses in favor, zero (0) responses neutral, and zero (0) responses in opposition have been received. A public hearing notice was published in the "San Antonio Express" on May 14, 2025. The Planning and Zoning Commission held a public hearing for the item on May 7, 2025. The Planning and Zoning Commission meeting can be viewed on the City of Schertz Youtube page. Additionally, a sign was placed on the subject property by the applicant.

Subject Property:

	Zoning	Land Use
	Single-Family Residential/ Agricultural District (R-A) Agricultural District (AD) Pre-Development District (PRE)	Residential and Agricultural
Proposed	Single-Family Residential District (R-2)	Residential

Adjacent Properties:

	Zoning	Land Use
North	Right-of-Way	Lower Seguin Road (Secondary Arterial 90' ROW)
South	Agricultural District (AD)	Agriculture
East	Agricultural District (AD); Single-Family Residential/ Agricultural District (R-A)	Residential & Undeveloped
West	Planned Development District (PDD)	Carmel Ranch Subdivision

GOAL

The applicant is proposing to rezone approximately 20 acres to Single-Family Residential District (R-2) for a residential development.

		Table 2	21.5.5.A I	Dimension	nal Requi	irements	Resider	ntial Zon	ing Districts			
			Minimum Lot Size and Dimensions			Min	imum	Yard	Setbacks	Miscellaneous Lot Requirements		
	Code	District	Area	Area Width Depth		Front Ft.	Side Ft.	Rear Ft.	Minimum Off-Street Parking Spaces	Max Height	Max Impervious Coverage	
Existing	PRE	Pre-Development	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Existing	AD	Agricultural District	217,800	100	100	25	25	25	2	35'	30%	
Existing	RA	Single-Family Residential/ Agricultural	21, 780	N/A	N/A	25	25	25	2	35'	50%	
Proposed	R-2	Single-Family Residential	8,400	70	120	25	10	20	2	35'	50%	

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. The Complete Neighborhood Land Use Designation is intended for a mix of residential lot sizes with neighborhood commercial to create a complete neighborhood.

Along Lower Seguin and within half a mile of the subject property, Carmel Ranch PDD, Rhine Valley PDD, and Saddlebrook Ranch PDD all offer residential lots with a smaller minimum lot size and dimensions than the 70-foot by 120-foot 8,400 square foot required in Single-Family Residential District (R-2).

The proposed zone change to Single-Family Residential District (R-2) implements the policies of the Comprehensive Land Use Plan by providing a different lot size to add to the mix of residential.

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 proposed Single-Family Residential District (R-2) acts as a transition to the smaller residential lot developments to the large agricultural properties.

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

There are existing residential developments surrounding the subject property. To the left of the subject property

is the Carmel Ranch Subdivision, which is a smaller lot Single-Family Residential Planned Development District that allows for the construction of 131 residences. Out of the 131 residential lots within the Carmel Ranch development, 107 are smaller than what the applicant is proposing.

			Carmel R		nned Dev imension			ct (Ord. 21-S-1 s	4)		
		М	in. Lot S	a. Lot Size Min. Yard Setbacks Min. Parking Misc.			e. Requirements				
Code	Classification	Area sq.ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Parking	Max Height	Max. Impervious Cover	Lot Count
SF 55	Single-Family	6,875	55	125	30	10	15	2	35	65(single-story home) 50 (two-story home)	60
SF 60	Single-Family	7,200	60	120	25	10	15	2	35	65(single-story home) 50 (two-story home)	47
SF 70	Single-Family	8,400	70	120	25	10	15	2	35	65(single-story home) 50 (two-story home)	20

Located along Lower Seguin and to the northwest of the subject property, the Rhine Valley Planned Development District consists of a total 447 residential lots where all lots are smaller than what is being proposed by the applicant.

	Rhine Valley Subdivision Planned Development District (Ordinance 13-S-37) Dimensional Requirements													
	Min. Lot Size Min. Yard Off-Street Misc. Requirem Parking						sc. Requireme	ents						
Code	Classification	Area sq.ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Parking	Max Height	Max. Impervious Cover	Lot Count			
SF 45	Single-Family	5,400	45	120	25	5	20	2	35	65%	124			
SF 50	Single-Family	6,000	50	120	20	5	20	2	35	65%	246			
SF 60	Single-Family	7,200	60	120	20	5	20	2	35	65%	77			

Along Lower Seguin and north of the subject property, the Saddlebrook Ranch Planned Development District consists of 633 residences with all 633 residential lots being smaller than the proposed Single-Family Residential District (R-2) minimum dimensional requirements.

	Saddlebrook Ranch Planned Development District (Ordinance 21-S-06) Dimensional Requirements													
		М	in. Lot S	Size		n. Yaı etback		Min. Off-Street Parking	Misc. Requirements		ents			
Code	Classification	Area sq.ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Parking	Max Height	Max. Impervious Cover	Lot Count			

SF 55	Single-Family	6,875	55	125	30	10	15	2	35	65% (one-story homes) 50% (two-story homes)	211
SF 60	Single-Family	7,080	60	118	25	10	15	2	35	65% (one-story homes) 50% (two-story homes)	264
SF 70	Single-Family	8,260	70	118	25	10	15	2	35	65% (one-story homes) 50% (two-story homes)	109
Garden Home	Single-Family	5,000	50	100	10	10	10	2	35	75%	49

To the right of the subject property is property that is currently undeveloped and zoned Single-Family Residential / Agricultural District (R-A) and Agricultural District (AD). To the south of the subject property is property zoned Agricultural District (AD), which is used for agriculture.

Table 21.5.7.A Dimensional Requirements Residential Zoning Districts										
		Min. Lot Size			Min. Yard Setbacks			Min. Off-Street Parking	Misc. Requirements	
Code	Classification	Area sq.ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Parking	Max Height	Max. Impervious Cover
AD	Agricultural District	217,800	100	100	25	25	25	2	35'	50%
RA	Single-Family Residential District/ Agricultural District	21,780	-	-	25	25	25	2	35'	50%

The proposed zoning district of Single-Family Residential District (R-2) is appropriate in the surrounding area as it provides a transition from the smaller lots along Lower Seguin to the existing agricultural uses.

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

The zone change application meets the Unified Development Code Requirements. The City of Schertz Fire, EMS, and Police Departments have been notified of the zone change and do not provide objections. SCUC ISD was notified of the zone change. The most recent SCUC ISD demographic and forecasting reports were provided.

RECOMMENDATION

Staff Recommendation:

Staff recommends approval of Ord.25-S-022 due to the proposed zone change compatibility with the Comprehensive Land Use Plan - Future Land Use Map and existing uses.

Planning and Zoning Commission Recommendation:

The Schertz Planning and Zoning Commission held a public hearing for the item on May 7, 2025, and made a recommendation of approval to the City Council with a unanimous vote.

Notification Map Public Hearing Responses SCUC ISD 10- Year Forecasting SCUC ISD Demographic Report City Council Presentation Slides

ORDINANCE 25-S-022

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO REZONE APPROXIMATELY 20 ACRES OF LAND FROM PRE-DEVELOPMENT DISTRICT (PRE), AGRICULTURAL DISTRICT (AD), AND SINGLE-FAMILY RESIDENTIAL/ AGRICULTURAL DISTRICT (R-A) TO SINGLE-FAMILY RESIDENTIAL DISTRICT (R-2), GENERALLY LOCATED 4,800 FEET EAST OF THE INTERSECTION FM 1518 AND LOWER SEGUIN ROAD, KNOWN AS 12816 LOWER SEGUIN ROAD AND 12746 LOWER SEGUIN ROAD, KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBER 310027, 310026, 310028, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

WHEREAS, an application for a request to rezone approximately 20 acres of land from Pre-Development District (PRE), Agricultural District (AD), and Single-Family Residential/ Agricultural District (R-A) to Single-Family Residential District (R-2), generally located approximately 4,800 feet east of the intersection of FM 1518 and Lower Seguin Road, known as 12816 Lower Seguin Rd and 12746 Lower Seguin Road, and more specifically known as Bexar County Property Identification Numbers 310027, 310026, and 310028, 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 May 7, 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 June 3, 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-2).

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

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

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

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

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

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

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

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

PASSED AND APPROVED this _____day of _____ 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Page 1 of 3



STATE OF TEXAS COUNTY OF BEXAR

FIELD NOTE DESCRIPTION OF 15.973 ACRE TRACT

Being a 15.973 acre tract of land lying in the Julian Diaz Survey Number 66, Abstract Number 187, County Block 5059, Bexar County Texas, said 15.973 acre tract being the same 15.977 acre tract of land as described in a Warranty Deed With Vendor's Lien to Janice S. Lindorfer and Robert C. Lindorfer, Jr., dated October 15, 1999, and recorded on October 21, 1999, in Volume 8177, Page 1250, Official Public Records of Bexar County, Texas; said 15.973 acre tract being more particularly described as follows:

- **BEGINNING:** at 1/2" iron rod found in the southeast right-of-way line of Lower Seguin Road (variable width right-of-way), for the north corner of the aforementioned 15.977 acre tract, the most northerly west corner of a 194.101 acre tract of land as described and recorded in Volume 5812, Page 450, Deed Records of Bexar County, Texas, and the north corner of the herein described 15.973 acre tract;
- **THENCE:** leaving the southeast right-of-way line of the aforementioned Lower Seguin Road, along the northeast line of the aforementioned 15.977 acre tract, a southwest line of the aforementioned 194.101 acre tract, S30°30'05"E, a distance of 1,261.35 feet (Record S30°33'27"E ~ 1,261.41') to a 3/4" iron pipe found for the east corner of said 15.977 acre tract, an interior corner of said 194.101 acre tract, and the east corner of the herein described 15.973 acre tract;
- **THENCE:** along the southeast line of the aforementioned 15.977 acre tract and a northwest line of the aforementioned 194.101 acre tract, S59°34'54"W, a distance of 550.95 feet (Record S59°31'27"W ~ 551.14') to a 1/2" iron rod with plastic cap (not legible) found for the south corner of said 15.977 acre tract, the east corner of a 2.003 acre tract of land as described and recorded in Volume 6541, Page 812, Official Public Records of Bexar County, Texas, and the south corner of the herein described 15.973 acre tract;
- **THENCE:** leaving a northwest line of the aforementioned 194.101 acre tract, along the southwest line of the aforementioned 15.977 acre tract, the northeast line of the aforementioned 2.003 acre tract, the northeast line of a 2.005 acre tract of land as described and recorded in Volume 6541, Page 807, Official Public Records of Bexar County, Texas, and the northeast line of a 0.048 of an acre tract of land as described and recorded in Document Number 20240142627, Official Public Records of Bexar County, Texas, N30°31'12"W, passing a 1/2" iron rod found, for the north corner of said 2.003 acre tract and the east corner of said 2.005 acre tract at a distance of 631.83 feet, a total distance of 1,263.42 feet (Record N30°34'19"W ~ 1.263.42) to a 1/2" iron rod with plastic cap stamped "MMES PROP CORN" set in the southeast right-of-way line of the aforementioned Lower Seguin Road for the west corner of said 15.977 acre tract, the north corner of said 0.048 of an acre tract, and the west corner of the herein described 15.973 acre tract;

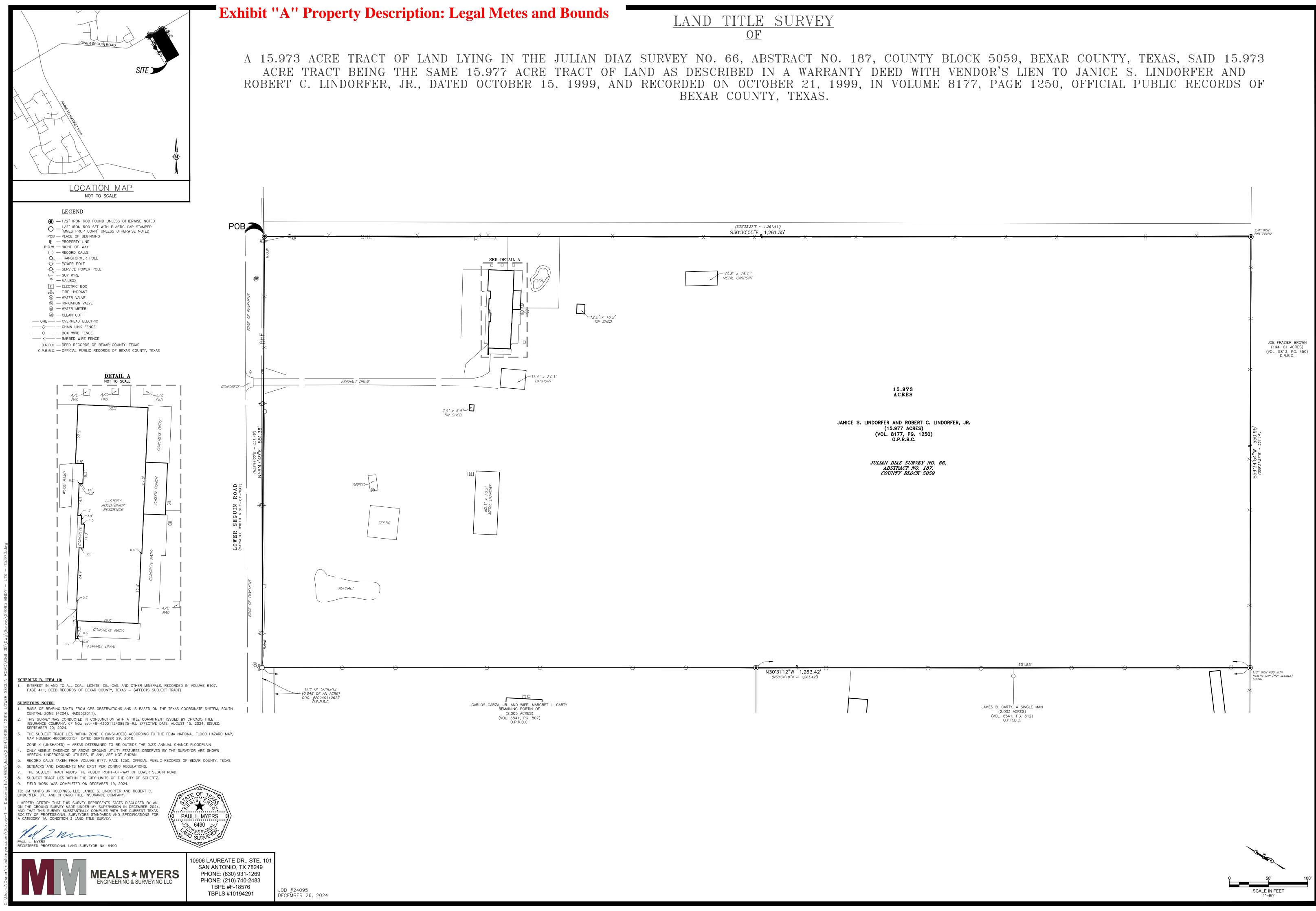
- **THENCE:** along the southeast right-of-way line of the aforementioned Lower Seguin Road and the northwest line of the aforementioned 15.977 acre tract, N59°47'49"E, a distance of 551.36 feet (Record N59°44'00"E ~ 551.46') to the **PLACE OF BEGINNING** and containing 15.973 acres of land.
 - Notes:1. Basis of Bearing based on the Texas Coordinate System, South Central Zone (4204)NAD (83).
 - 2. A survey exhibit of even date accompanies this Field Note Description.



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Paul L. Myers Registered Professional Land Surveyor No. 6490 – State of Texas

Job #24095 December 26, 2024



Page 1 of 3



STATE OF TEXAS COUNTY OF BEXAR

FIELD NOTE DESCRIPTION OF 2.002 ACRE TRACT

Being a 2.002 acre tract of land lying in the Julian Diaz Survey Number 66, Abstract Number 187, County Block 5059, Bexar County Texas, said 2.002 acre tract being the same 2.003 acre tract of land described in a Warranty Deed to James B. Carty, A Single Man, dated September 20, 1995, and recorded on September 21, 1995 in Volume 6541, Page 812, Official Public Records of Bexar County, Texas; said 2.002 acre tract being more particularly described as follows:

- BEGINNING: at 1/2" iron rod found lying in a northwest line of a 194.101 acre tract of land as described and recorded in Volume 5813, Page 450, Deed Records of Bexar County, Texas, for the south corner of the aforementioned 2.003 acre tract, the east corner of Lot 901, Block 5 of the Carmel Ranch Subdivision, as recorded in Volume 20003, Page(s) 1962 1965, Deed and Plat Records of Bexar County, Texas, and the south corner of the herein described 2.002 acre tract;
- **THENCE:** leaving a northwest line of the aforementioned 194.101 acre tract, along the southwest line of the aforementioned 2.003 acre tract and the northeast line of the aforementioned Lot 901, Block 5, N30°31'57"W, a distance of 631.12 feet (Record N30°01'28"W ~ 631.07') to a 1/2" iron rod found for the west corner of said 2.003 acre tract, the south corner of a 2.005 acre tract of land as described and recorded in Volume 6541, Page 807, Official Public Records of Bexar County, Texas, and the west corner of the herein described 2.002 acre tract;
- **THENCE:** leaving the northeast line of the aforementioned Lot 901, Block 5, along the northwest line of the aforementioned 2.003 acre tract and the southeast line of the aforementioned 2.005 acre tract, N59°26'00"E, a distance of 138.16 feet (Record N59°56'44"E ~ 138.27") to a 1/2" iron rod found in the southwest line of a 15.977 acre tract of land as described and recorded in Volume 8177, Page 1250, Official Public Records of Bexar County, Texas, for the north corner of said 2.003 acre tract, the east corner of said 2.005 acre tract, and the north corner of the herein described 2.002 acre tract;
- **THENCE:** along the northeast line of the aforementioned 2.003 acre tract and the southwest line of the aforementioned 15.977 acre tract, S30°31'12"E, a distance of 631.83 feet (Record S30°00'49"E ~ 631.70") to a 1/2" iron rod with plastic cap (not legible) found in a northwest line of the aforementioned 194.101 acre tract for the east corner of said 2.003 acre tract, the south corner of said 15.977 acer tract, and the east corner of the herein described 2.002 acre tract;

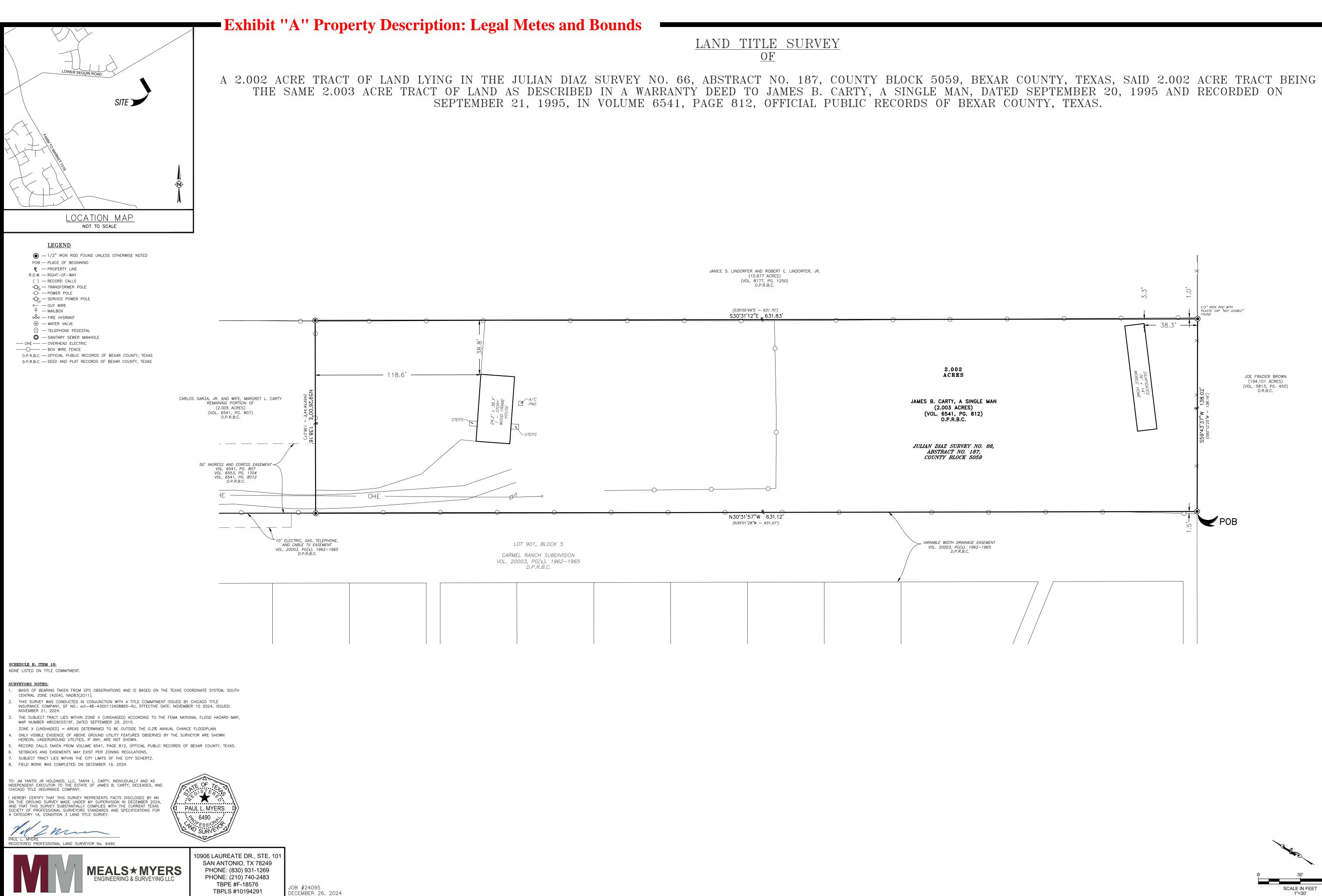
- **THENCE:** along the southeast line of the aforementioned 2.003 acre tract a northwest line of the aforementioned 194.101 acre tract, S59°43'37"W, a distance of 138.02 feet (Record S60°12'25"W ~ 138.16') to the **PLACE OF BEGINNING** and containing 2.002 acres of land.
 - Notes:1. Basis of Bearing based on the Texas Coordinate System, South Central Zone (4204)NAD (83).
 - 2. A survey exhibit of even date accompanies this Field Note Description.



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Paul L. Myers Registered Professional Land Surveyor No. 6490 – State of Texas

Job #24095 December 26, 2024



Page 1 of 3



STATE OF TEXAS COUNTY OF BEXAR

FIELD NOTE DESCRIPTION OF 1.956 ACRE TRACT

Being an 1.956 acre tract of land lying in the Julian Diaz Survey Number 66, Abstract Number 187, County Block 5059, Bexar County Texas, said 1.956 acre tract being all of a remaining portion of a 2.005 acre tract of land described in a Warranty Deed to Carlos Garza, Jr. and wife, Margret L. Carty, dated September 20, 1995, and recorded on September 21, 1995 in Volume 6541, Page 807, Official Public Records of Bexar County, Texas; said 1.956 acre tract being more particularly described as follows:

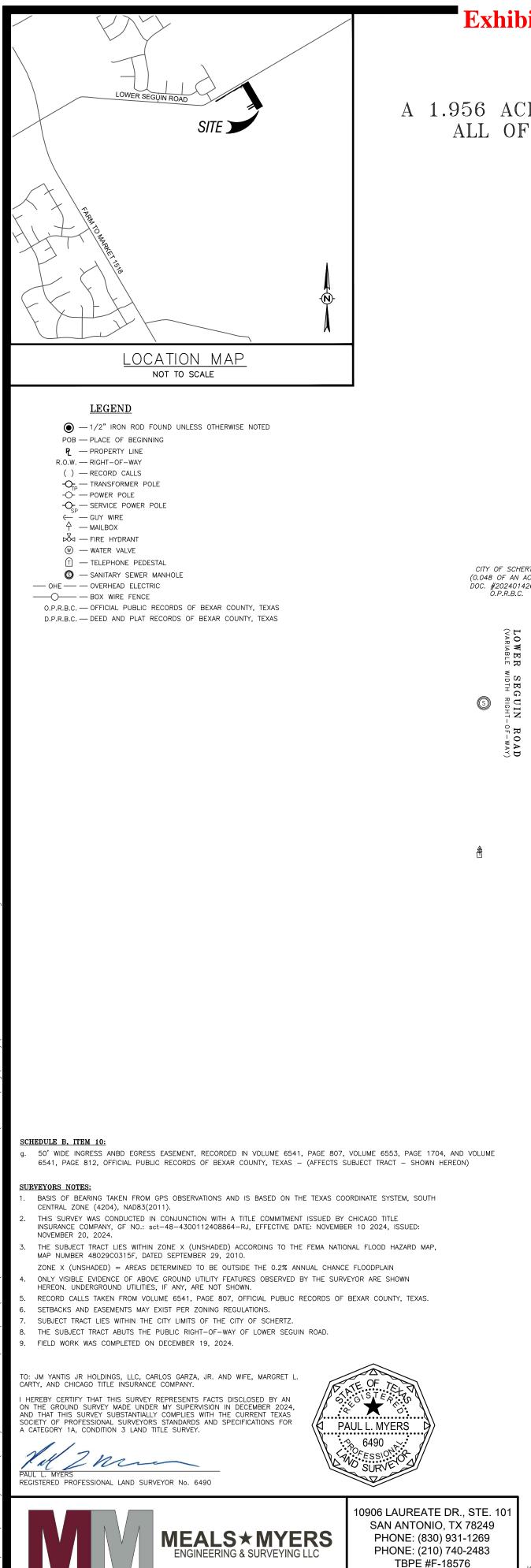
- **BEGINNING:** at mag nail with washer stamped "MTR Engineering" found in the southeast right-of-way line of Lower Seguin Road (variable width right-of-way) and the southwest line of the aforementioned 2.005 acre tract for the south corner of a 0.048 of an acre tract of land as described and recorded in Document Number 20240142627, Official Public Records of Bexar County, Texas, the north corner of Lot 901, Block 2 of the Carmel Ranch Subdivision, as recorded in Volume 20003, Page(s) 1962 1965, Deed and Plat Records of Bexar County, Texas, and the west corner of the herein described 1.956 acre tract;
- **THENCE:** leaving the southwest line of the aforementioned 2.005 acre tract, along the southeast right-ofway line of the aforementioned Lower Seguin Road and the southeast line of the aforementioned 0.048 of an acre tract, over and across said 2.005 acre tract, N59°18'02"E, a distance of 138.30 feet (Record – N59°41'29"E ~ 138.40') to a 1/2" iron rod with plastic cap stamped "MTR Engineering" found in the northeast line of said 2.005 acre tract and the southwest line of a 15.977 acre tract of land as described and recorded in Volume 8177, Page 1250, Official Public Records of Bexar County, Texas, for the east corner of said 0.048 of an acre tract and the north corner of the herein described 1.956 acre tract;
- **THENCE:** leaving the southeast right-of-way line of the aforementioned Lower Seguin Road, along the northeast line of the aforementioned 2.005 acre tract and the southwest line of the aforementioned 15.977 acre tract, S30°31'12"E, a distance of 616.42 feet (Record S30°00'49"E) to a 1/2" iron rod found for the east corner of said 2.005 acre tract, the north corner of a 2.003 acre tract of land as described and recorded in Volume 6541, Page 812, Official Public Records of Bexar County, Texas, and the east corner of the herein described 1.956 acre tract;
- **THENCE:** leaving the southwest line of the aforementioned 15.977 acre tract, along the southeast line of the aforementioned 2.005 acre tract and the northwest line of the aforementioned 2.003 acre tract, S59°26'00"W, a distance of 138.16 feet (Record S59°56'44"W ~ 138.27') to a 1/2" iron rod found in the northeast line of Lot 901, Block 5 of the aforementioned Carmel Ranch Subdivision, for the south corner of said 2.005 acre tract, the west corner of said 2.003 acre tract, and the south corner of the herein described 1.956 acre tract;

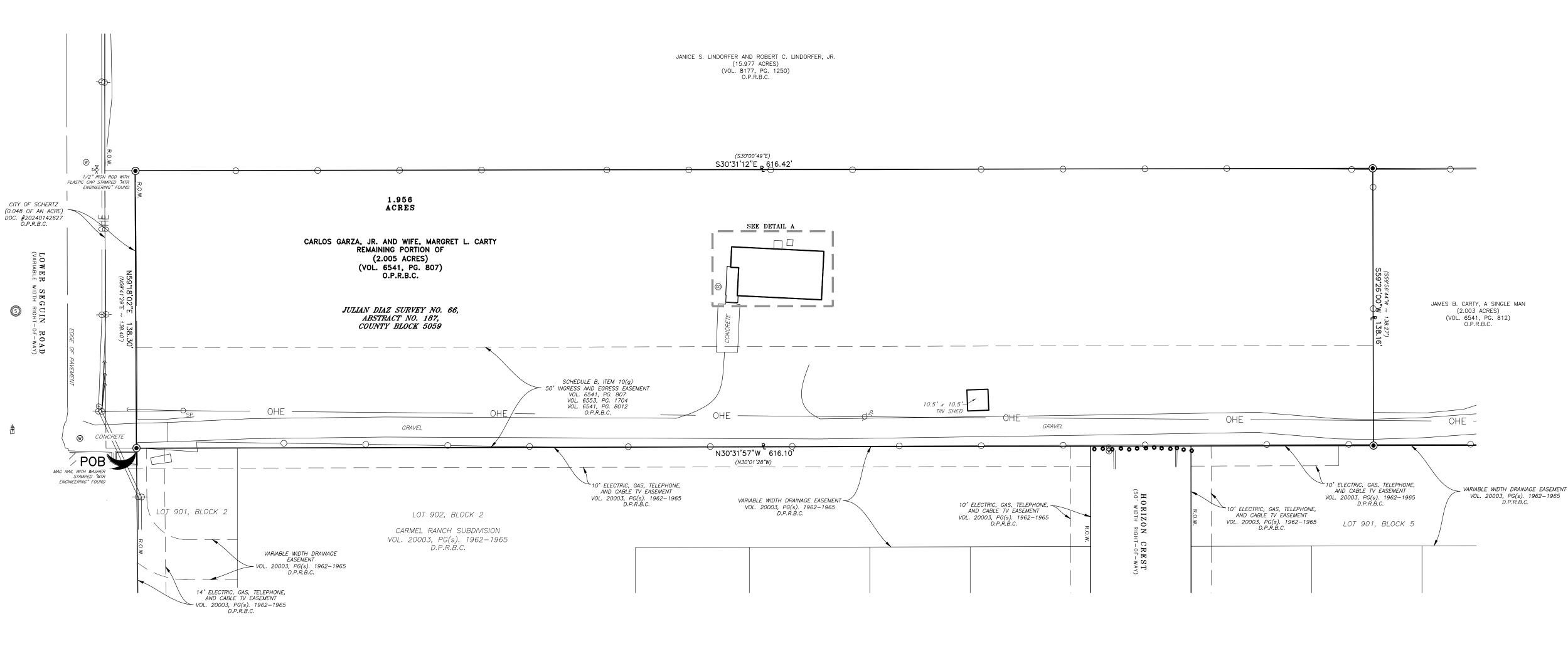
- THENCE: along the southwest line of the aforementioned 2.005 acre tract, the northeast line of the aforementioned Lot 901, Block 5, the northeast line of Lot 902, Block 2 of the aforementioned Carmel Ranch Subdivision, and the northeast line of the aforementioned Lot 901, Block 2, N30°31'57"W, a distance of 616.10 feet (Record N30°01'28"W) to the PLACE OF BEGINNING and containing 1.956 acres of land.
 - Notes: 1. Basis of Bearing based on the Texas Coordinate System, South Central Zone (4204) NAD (83).
 - 2. A survey exhibit of even date accompanies this Field Note Description.



Paul L. Myers Registered Professional Land Surveyor No. 6490 – State of Texas

Job #24095 December 26, 2024



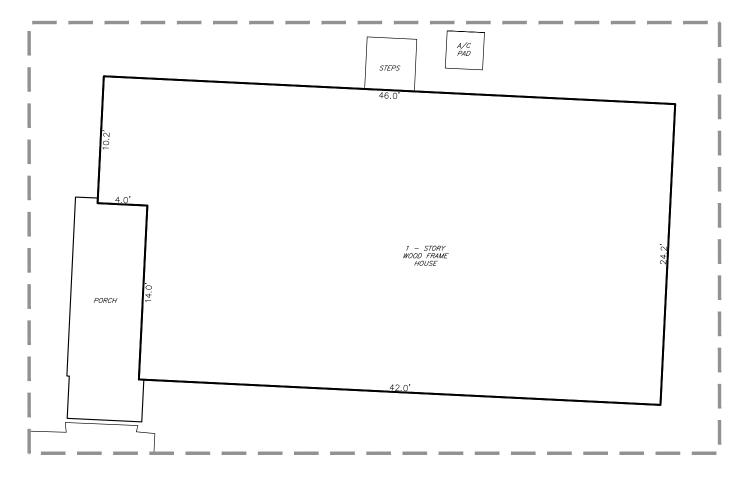


JOB #24095 DECEMBER 26, 2024

TBPLS #10194291

LAND TITLE SURVEY \overline{OF}

A 1.956 ACRE TRACT OF LAND LYING IN THE JULIAN DIAZ SURVEY NO. 66, ABSTRACT NO. 187, COUNTY BLOCK 5059, BEXAR COUNTY, TEXAS, SAID 1.956 ACRE TRACT BEING ALL OF A REMAINING PORTION OF A 2.005 ACRE TRACT OF LAND AS DESCRIBED IN A WARRANTY DEED TO CARLOS GARZA, JR. AND WIFE MARGRET L. CARTY, DATED SEPTEMBER 20, 1995 AND RECORDED ON SEPTEMBER 21, 1995 IN VOLUME 6541, PAGE 807, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.





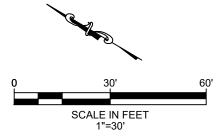
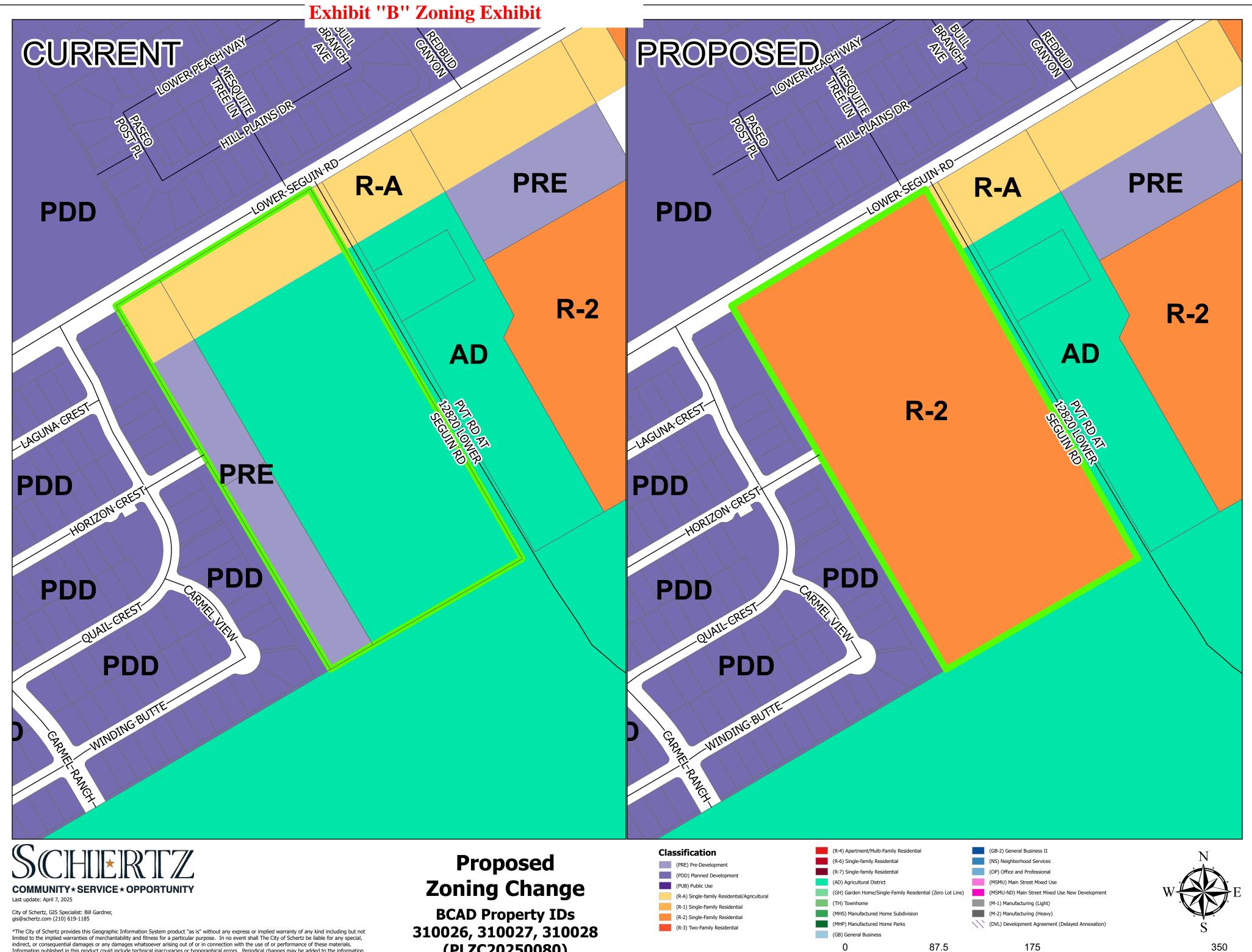


Exhibit "B" Zoning Exhibit



Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.*

(PLZC20250080)





BCAD Property IDs 310026, 310027,310028 Proposed Zone Change PLZC20250080

County Boundaries
 Schertz Municipal Boundary
 ETJ
 Project Boundary
 C)



ዯ 🕁 Planned Secondary Arterial Necondary Rural Arterial

💎 🅁 Planned Commercial Collector B Commercial Collector A Real Planned Secondary Rural Arterial Real Planned Commercial Collector A

∕_ 4" **∼** 6"

~ 12" **~~** 30" **~~** 16" **~~** 36" **~** 18"

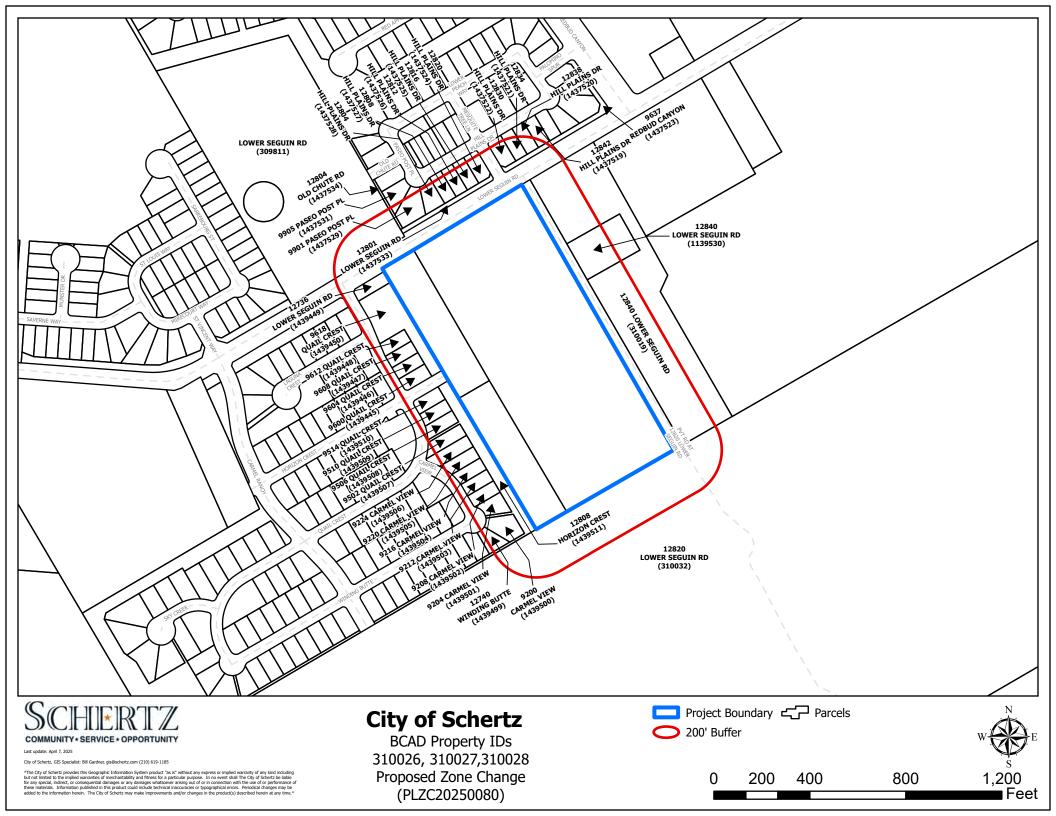
Unknowr

PS CCMA Lift Station PS Private Lift Station 0 100 200

Schertz Treatment Plant CAP Schertz Pressure Neighboring Gravity

Private Pressure 400

Feet





PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

April 21, 2025

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on <u>Wednesday, May 7th, 2025</u> at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and act upon the following item:

PLZC20250080 - Hold a public hearing and make a recommendation on a request to rezone approximately 20 acres of land from Pre-Development District (PRE), Agricultural District (AD), and Single-Family Residential/ Agricultural District (R-A) to Single-Family Residential District (R-2), generally located approximately 4,800 feet east of the intersection of FM 1518 and Lower Seguin Road, known as 12816 Lower Seguin Rd and 12746 Lower Seguin Road, and more specifically known as Bexar County Property Identification Numbers 310027, 310026, and 310028, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. 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 <u>planning@schertz.com</u>. If you have any questions, please feel free to call Daisy Marquez, Planner directly at (210) 619-1782.

Sincerely,

Daisy Marquez Planner

Reply Form:

City Council will have a public hearing on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). The written protest must be received by City no later than noon (central time) on the Friday before the reading by the City Council. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.

l am:	in favor of	opposed to	neutral to	the request for	PLZC20250080
COMME				1	
NAME:	Carlos Goyz	ASE PRINT)	SIGNATURE Carlos	Janza	-
STREET	ADDRESS:	colette.	have, Mari	on TX	28124
DATE: _	4-25-25	-			
	7				

SCHIERRZ COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

March 21, 2025

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on <u>Wednesday, April 2th, 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:

PLZC20250040 - Hold a public hearing and make a recommendation on a request to rezone approximately 20 acres of land from Pre-Development District (PRE), Agricultural District (AD), and Single-Family Residential/Agricultural District (R-A) to Single-Family Residential District (R-6), generally located approximately 4,800 feet east of the intersection of FM 1518 and Lower Seguin Road, known as 12816 Lower Seguin Rd and 12746 Lower Seguin Road, and more specifically known as Bexar County Property Identification Numbers 310027, 310026, and 310028, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. 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 <u>planning@schertz.com</u>. If you have any questions, please feel free to call Daisy Marquez, Planner directly at (210) 619-1782.

Sincerely,

Daisy Marquez Planner

Reply Form:

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I am: in favor of opposed to opposed to neutral to the request for PLZC20250040	м.
NAME: May givet Carty signature May Cart	
STREET ADDRESS: 109 Colefe Lane, Marion TX 7812	4
DATE: 3-28-25	

1400 Schertz Parkway

schertz.com



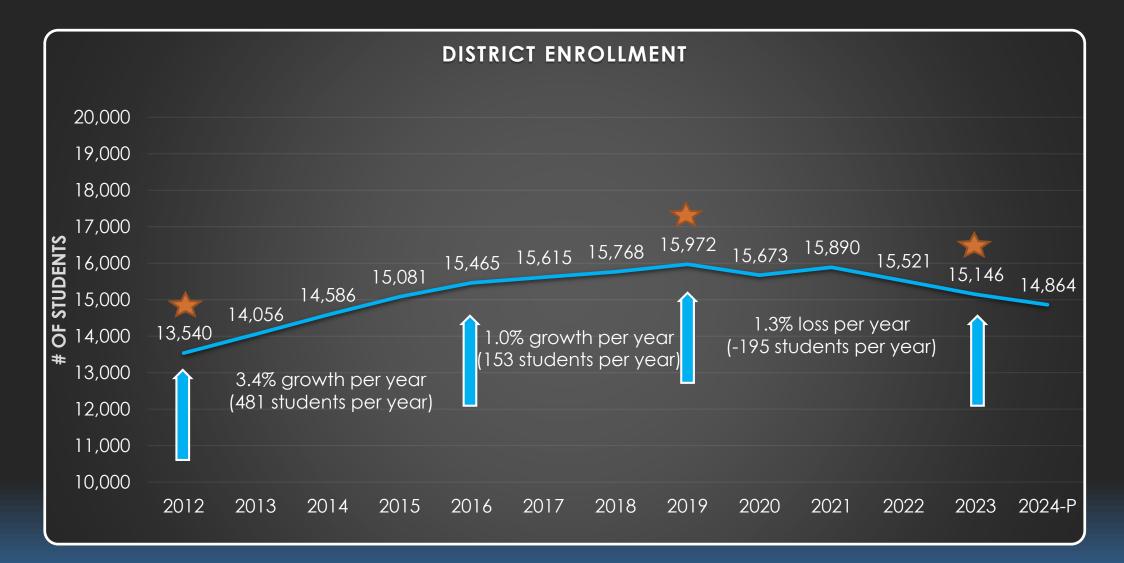
SCHERTZ - CIBOLO - UNIVERSAL CITY ISD

10 YEAR CAMPUS FORECASTING

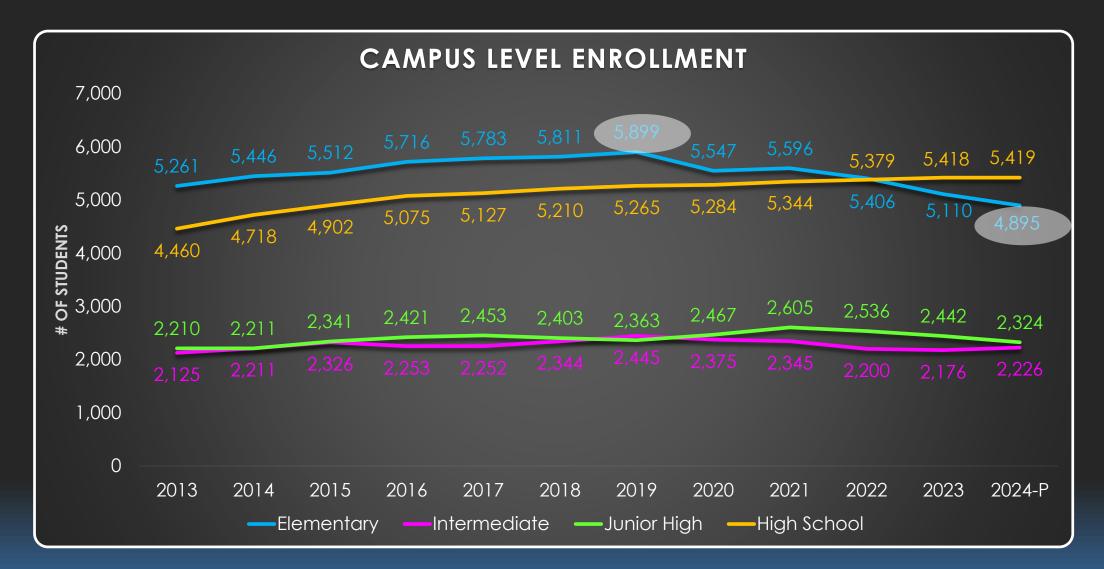
FORECASTING CONSIDERATIONS

- 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.

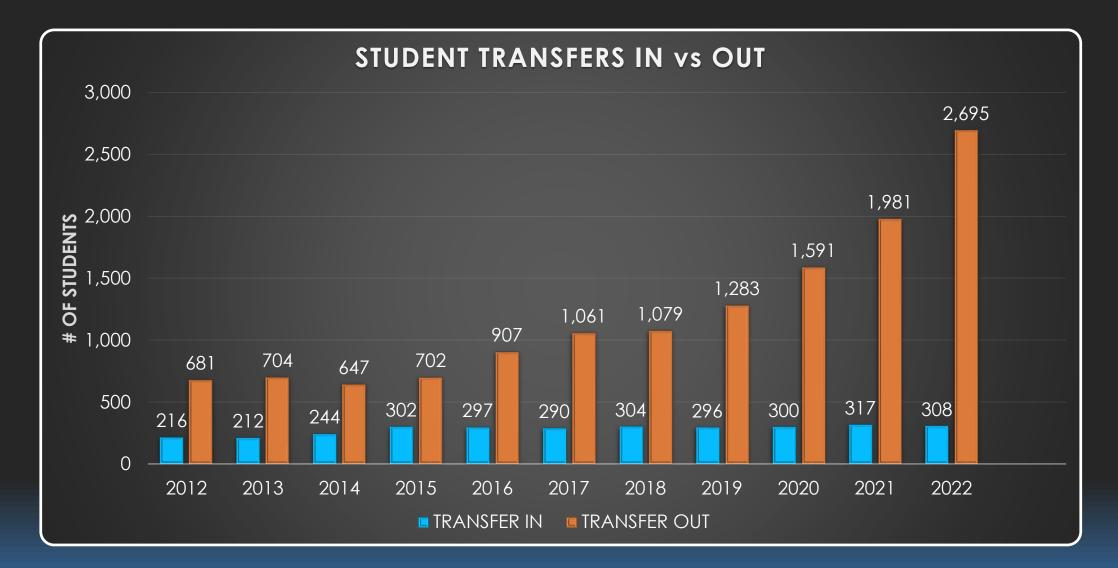
STUDENT TRANSFERS

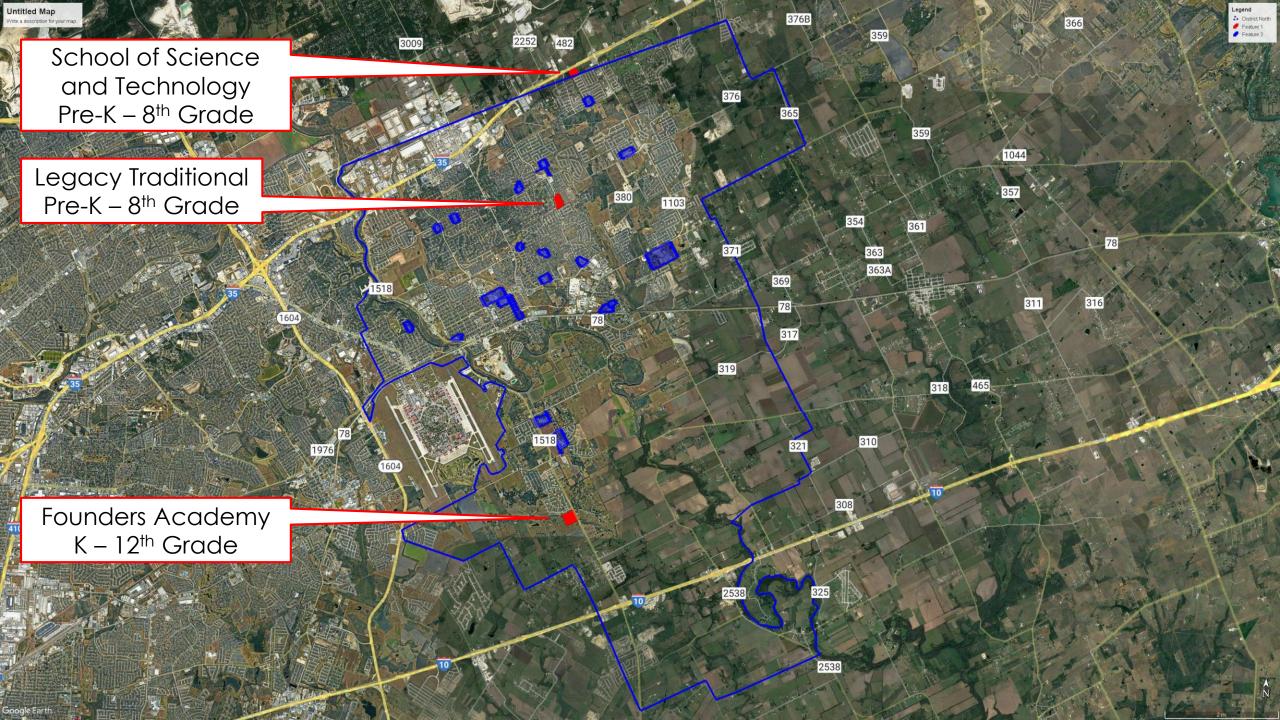
|--|

First Year of School of Science and Technology First Year of Legacy Traditional School

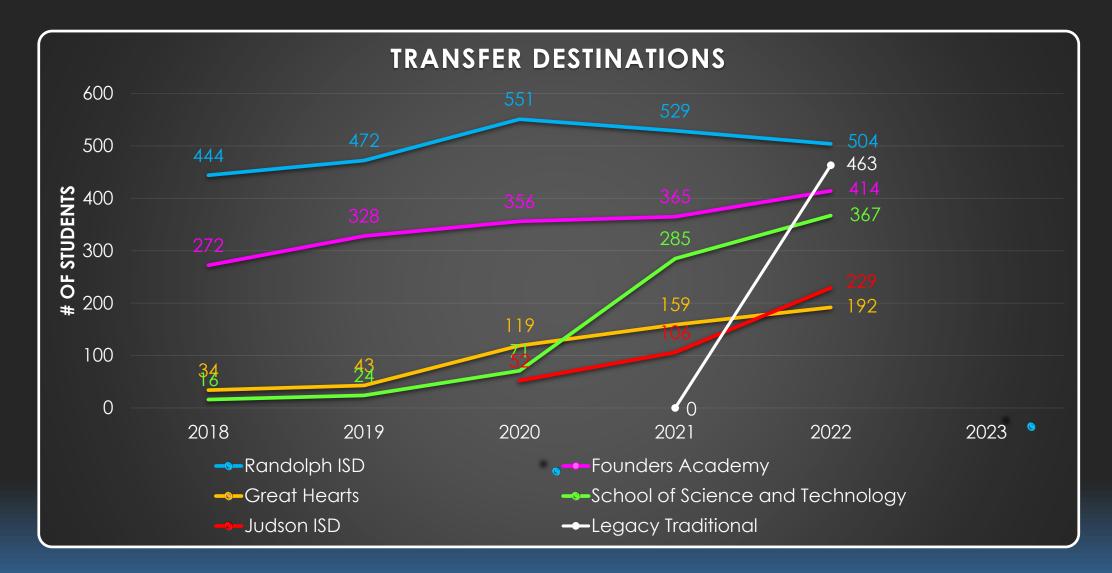
PEIMS YEAR	TRANSFER IN	TRANSFER OUT	DIFFERENCE							
2012	216 681 -465									
2013	212	704	-492							
2014	244	647	-403							
2015	302	702	-400							
2016	297	907	-610							
2017	290	1061	-771							
2018	304	1079	-775							
2019	296	1283	-987							
2020	300	1591	-1291							
2021	317	1981	-1664							
2022	308	2695	-2387							
2023	Data available in March									

STUDENT TRANSFERS IN VS. OUT

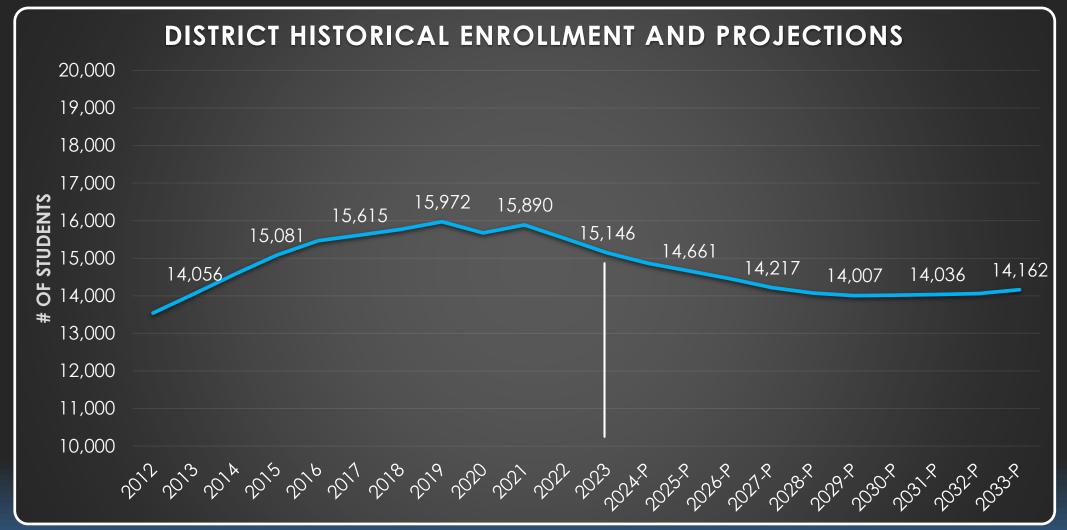




MAIN DESTINATIONS FOR TRANSFERS OUT



SO, HOW MANY STUDENTS WILL WE HAVE IN THE FUTURE?



ENROLLMENT PROJECTIONS

- Over the Next 6 years our District is projected to lose on average 1.3% of our enrollment annually.
 - 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
 - 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
 - INCOMING ELEMENTARY ENROLLMENT AND GRADUATING CLASSES BEGIN TO REACH A BALANCE
 - 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?

- PRIOR TO COVID AND AREA CHARTER SCHOOLS, SCUC WAS ESSENTIALLY THE ONLY OPTION FOR PARENTS MOVING INTO OUR GROWING COMMUNITY.
 - WHEN PROJECTING GROWTH, BIRTH RATES AND HOUSING GROWTH WERE THE ONLY TWO MAJOR VARIABLES WE HAD TO CONSIDER.
- BEGINNING 2017 WITH THE FIRST AREA CHARTER SCHOOL, PARENTS BEGAN TO EXERCISE THEIR CHOICE.
 - 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
- EX. SIPPEL ELEMENTARY HAS A DESIGN CAPACITY OF 750 STUDENTS
- FUNCTIONAL CAPACITY
 - 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

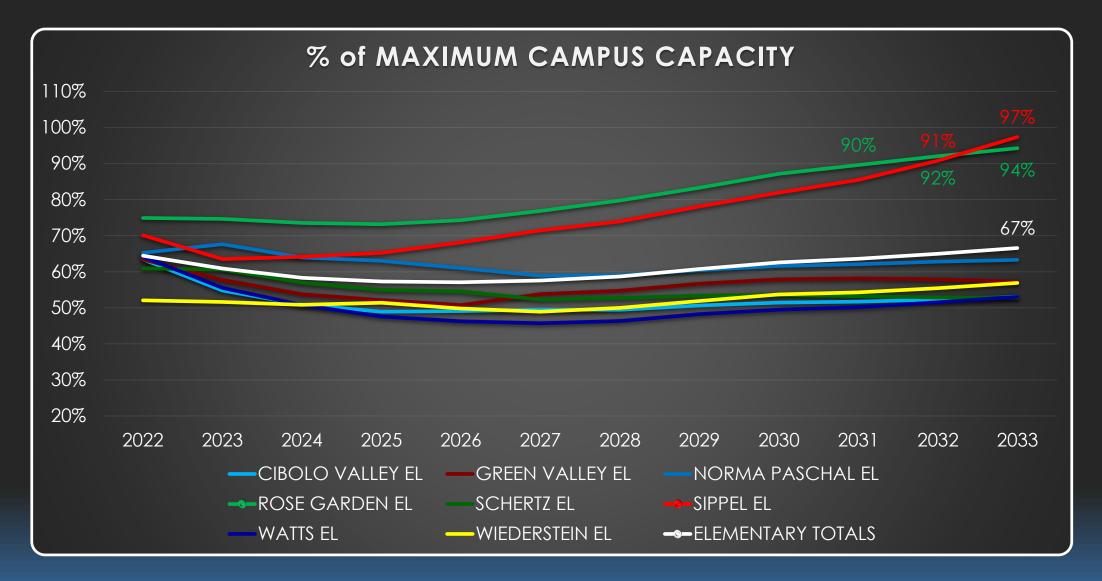
PLANNING USING OUR MAXIMUM CAPACITY

- 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
- TOOLS TO **REDUCE/MAINTAIN THE ENROLLMENT** OF A CAMPUS INCLUDE:
 - 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
- TOOLS TO **INCREASE THE CAPACITY** OF THE CAMPUS/DISTRICT INCLUDE:
 - o Adding Portable Classroom Buildings
 - ADDING TO OR RENOVATING THE EXISTING BUILDING
 - BUILDING A NEW CAMPUS TO THE DISTRICT

ELEMENTARY CAPACITIES

Campus	Functional Capacity	Max	Previous Year	Current PEIMS				ENRC	OLLMENT	PROJECTI	IONS			
	Cupucity	Cupucity	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

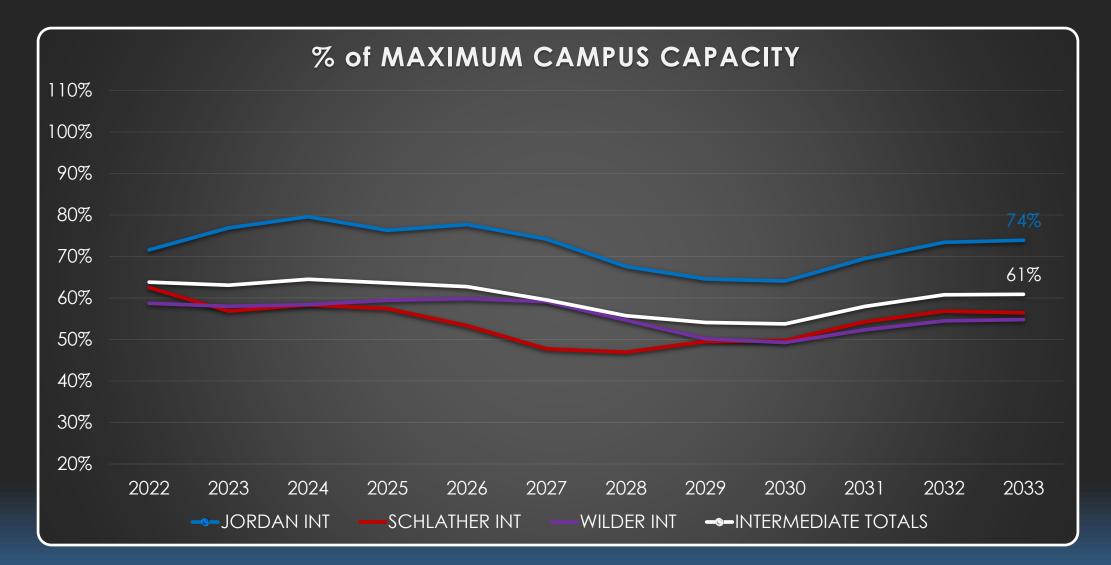
ELEMENTARY CAPACITIES



INTERMEDIATE CAPACITIES

Campus		Functional Capacity		Functional Capacity				Max	Previous Year	Current PEIMS				ENRC	OLLMENT	PROJECT	IONS			
	cupucity	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						

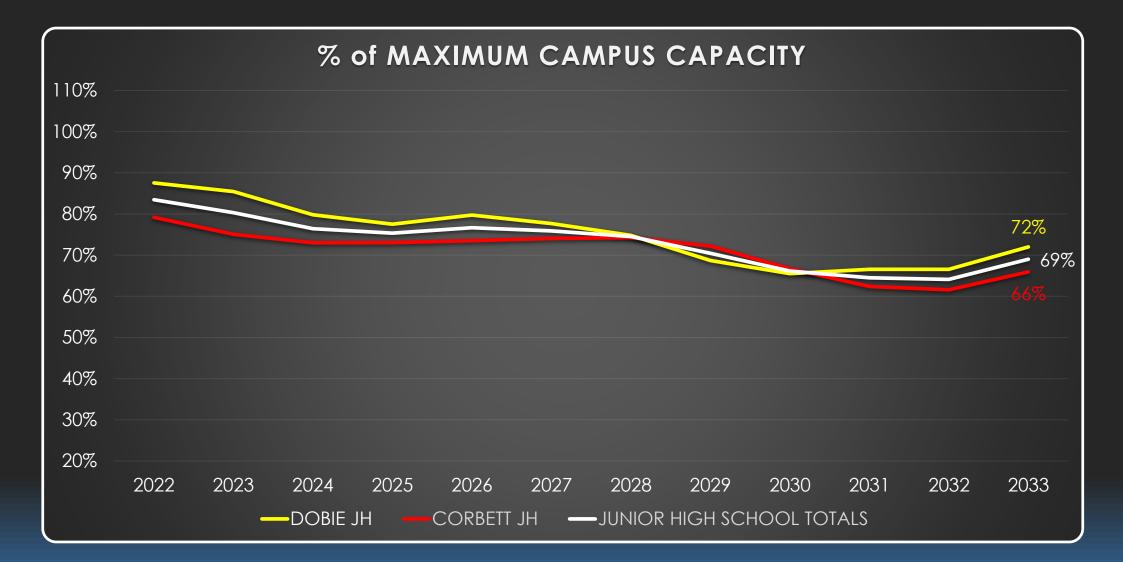
INTERMEDIATE CAPACITIES



JUNIOR HIGH CAPACITIES

Campus	Functional Capacity	Max	Previous Year	Current PEIMS		ENROLLMENT PROJECTIONS									
	cupucity		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	

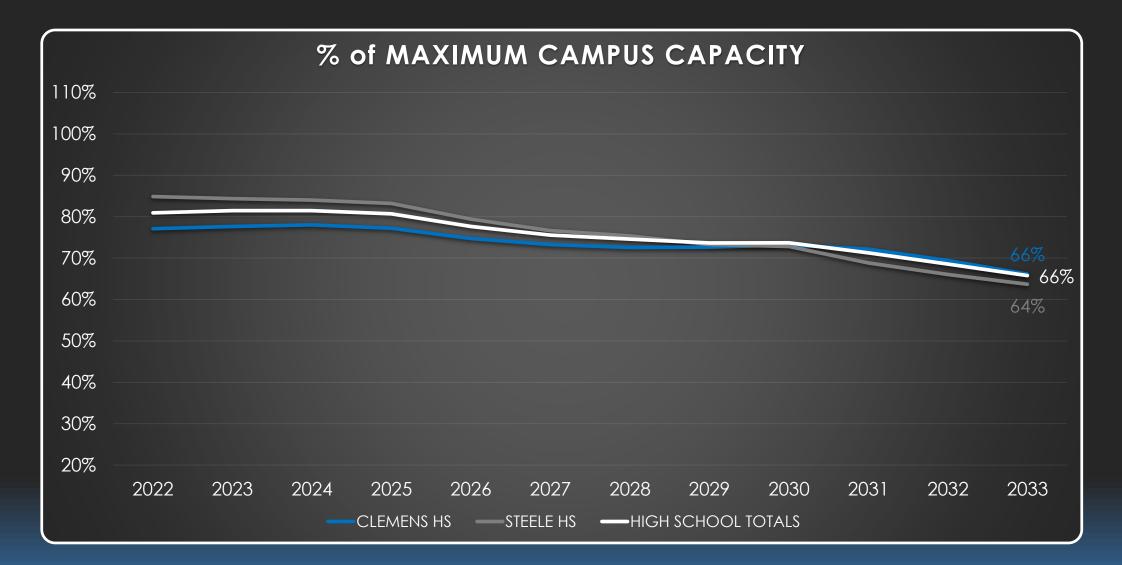
JUNIOR HIGH CAPACITIES



HIGH SCHOOL CAPACITIES

Campus	Functional Max Capacity Capacity		Previous Year	Current PEIMS				ENRC	OLLMENT	PROJECT	ONS			
	Cupacity	cupucity	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

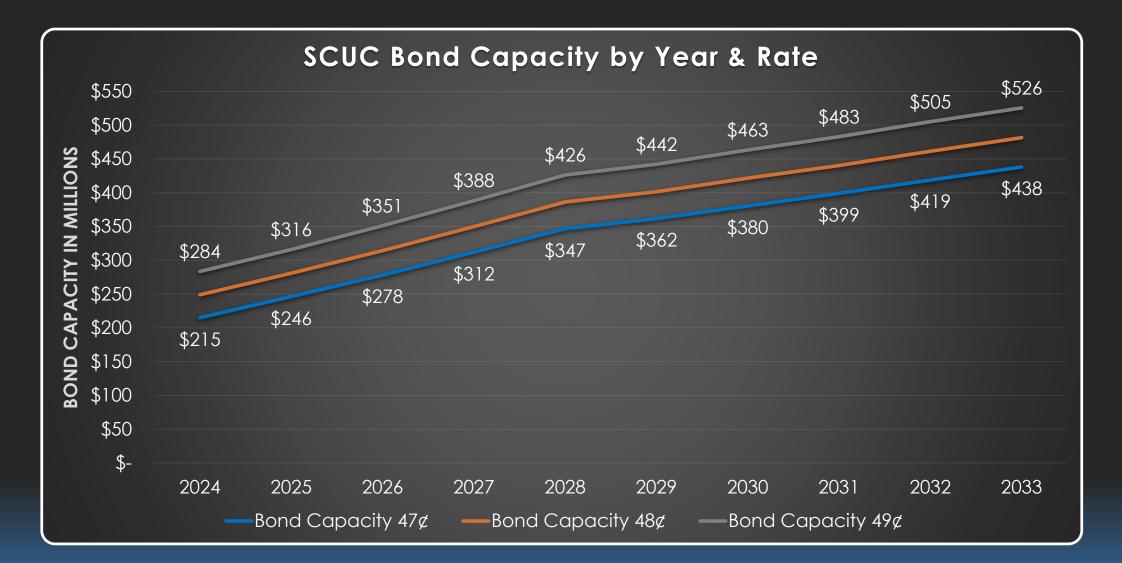
- ENROLLMENT
 - HISTORICAL TRENDS
 - **PROJECTIONS**
 - TRANSFERS TO CHARTERS AND OTHER ISDS
- CAMPUS CAPACITY
- BONDING CAPACITY

PROJECTING BONDING CAPACITY - SCUC

• PROJECTING TAX REVENUE

- Assumes NO refinancing for bond savings
 - o 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



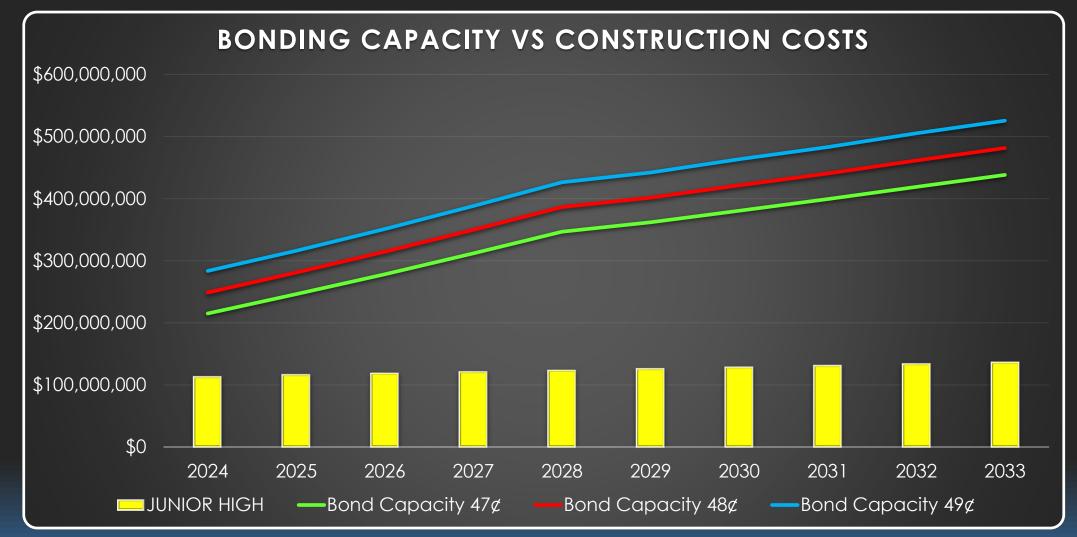
PROJECTING FACILITY COSTS - SCUC

- PROJECTING FUTURE COSTS OF NEW FACILITIES
 - o Fluctuating materials and labor costs make long-term projections difficult
 - The market has seen huge inflation over the last several years, but seems to have stabilized during 2023
 - o 2020-2023 we experienced 7-15% inflation annually
 - o PROJECTING PAST 2024
 - 0 3% ANNUAL INFLATION FOR 2024
 - \circ 2% annual inflation for 2025 and beyond
- CONSTRUCTION ESTIMATE RULES OF THUMB 2024 DOLLARS
 - HIGH SCHOOL \$235 MILLION
 - o JUNIOR HIGH SCHOOL \$113 MILLION
 - o INTERMEDIATE/ELEMENTARY \$72 MILLION

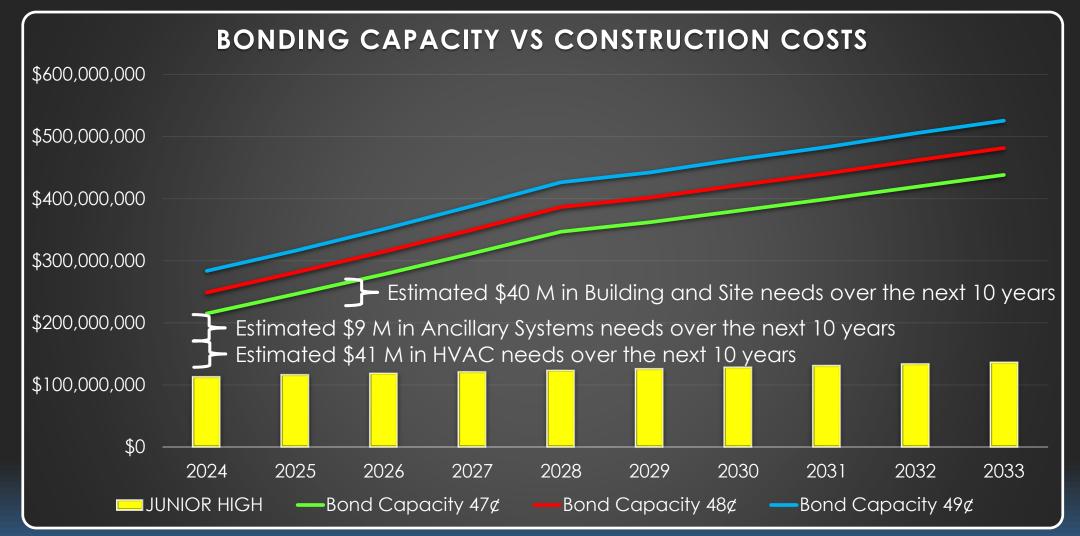
PROJECTING FACILITY COSTS - SCUC

YEAR	Hi	gh School	Ju	unior High	Elementary/ Intermediate			
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

- PRIOR TO COVID-19 SCUC ISD'S ENROLLMENT GROWTH HAD SLOWED TO 1% PER YEAR
- 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
 - 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

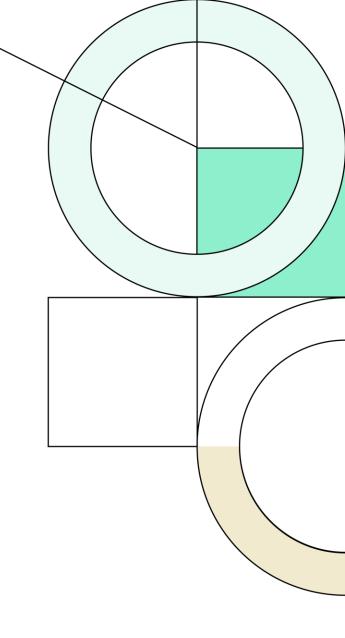
QUESTIONS/COMMENTS







Demographic Report



Annual Enrollment Change

																X		
																Total		
Year (Oct.)	EE/PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Growth	% Growth	L
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	РК	К	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

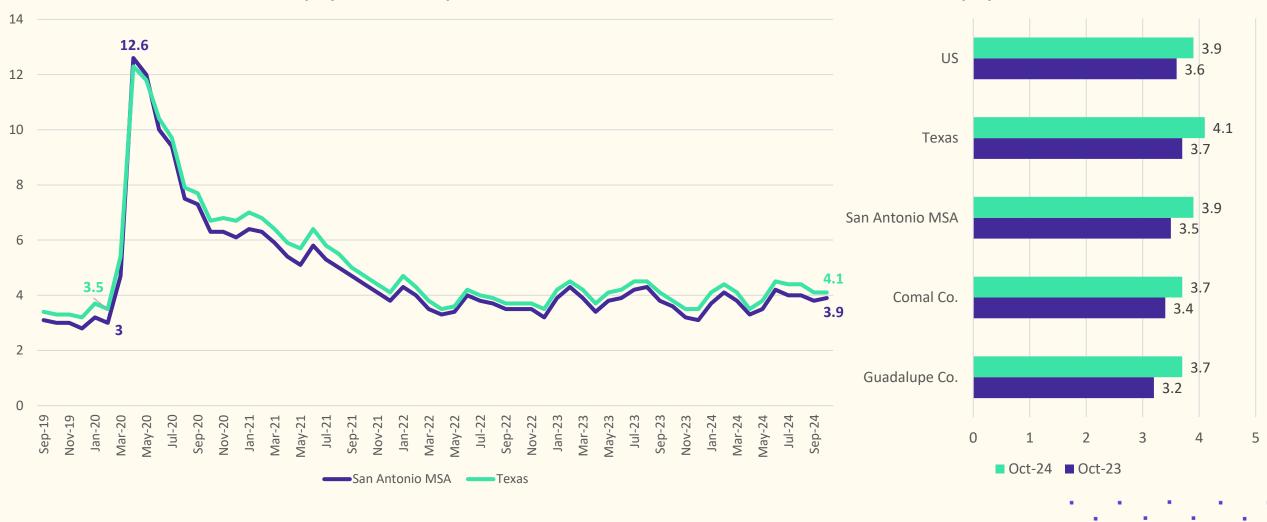




Unemployment Rate, Sept 2019 – Oct 2024



Unemployment Rate, Year Over Year





Housing Activity by MSA

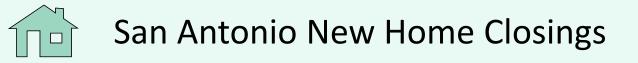
Top 25 Housing Starts Markets (3Q2024)

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÷		1				1.1	1.1				1.1	1.1	1.1	1.1
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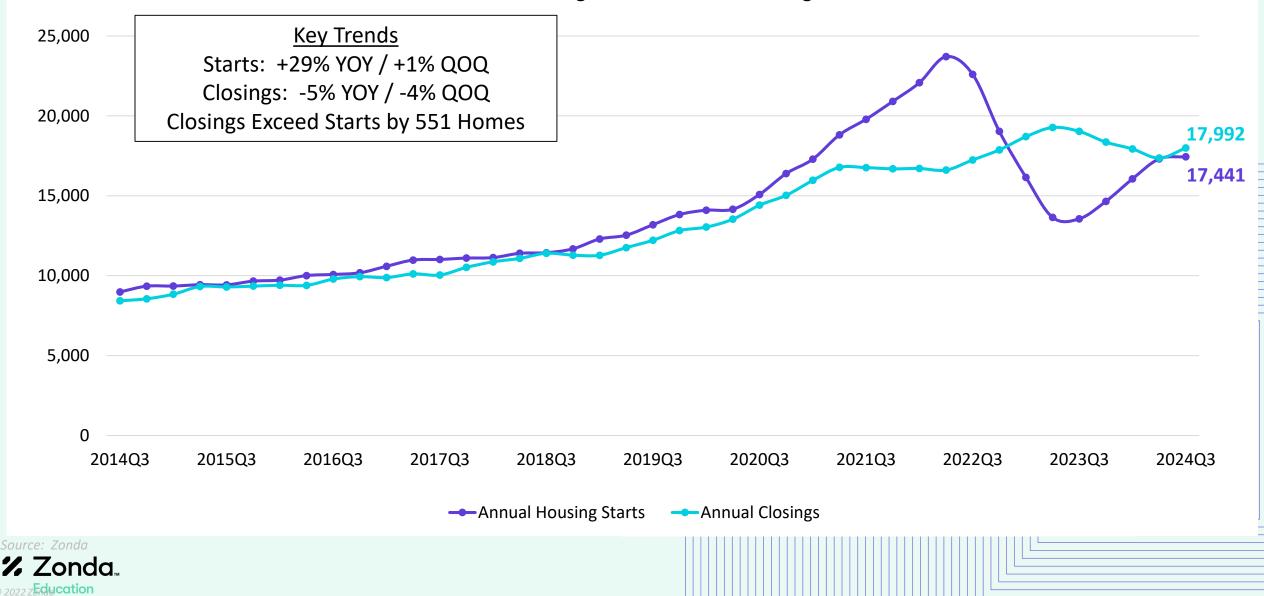
Rank	Market	3Q24 Annualized Starts	3Q24 YOY Change	3Q19 Annualized Starts	Change from 2019
1	Dallas	46,635	11%	33,560	39%
2	Houston	38,128	14%	29,712	28%
3	Phoenix	23,399	50%	21,093	11%
4	Atlanta	18,338	6%	22,899	-20%
5	San Antonio	17,751	33%	13,180	35%
6	Austin	16,663	11%	17,409	-4%
7	Orlando	14,595	-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





Annual Housing Starts vs. Annual Closings





San Antonio New Home Ranking Report

ISD Ranked by Annual Closings – 3Q24

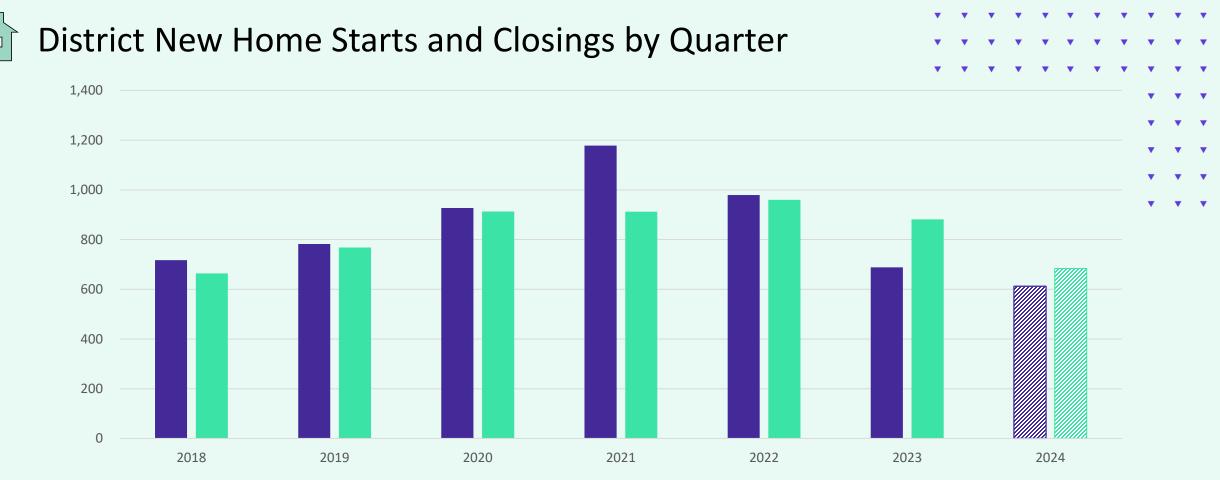
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•	•	•	•	•	•	•	•	•	•	•
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Rank	District	Annual Starts	Annual Closings	Inventory	VDL	Future	•	•	•	
1	NORTHSIDE ISD	3,637	3,710	1,999	6,305	21,310	•	•	•	
2	COMAL ISD	2,442	2,704	1,776	4,918	24,373	•	•	•	
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		: ر ر	<u></u>	/
15	MARION ISD	194	166	111	264	4,352		ر ر	$\int_{-\infty}^{\infty}$	1
16	FLORESVILLE ISD	127	139	54	205	0	/		: ر ا	/
17	SAN ANTONIO ISD	70	100	138	327	688		<u> </u>	/ /·	\int_{a}
18	LYTLE ISD	88	73	50	334	1,046		: ر ر ر	1.	/
19	PLEASANTON ISD	49	64	25	83	0	/	ſ.	1	1
20	ALAMO HEIGHTS ISD	4	39	23	16	19		1	/ ·	/



* Based on additional research by Zonda Education

** Totals **DO NOT** include age-restricted communities



Annual Starts Annual Closings

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





Second highest activity in the category

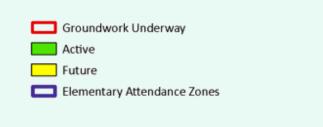
Third highest activity in the category

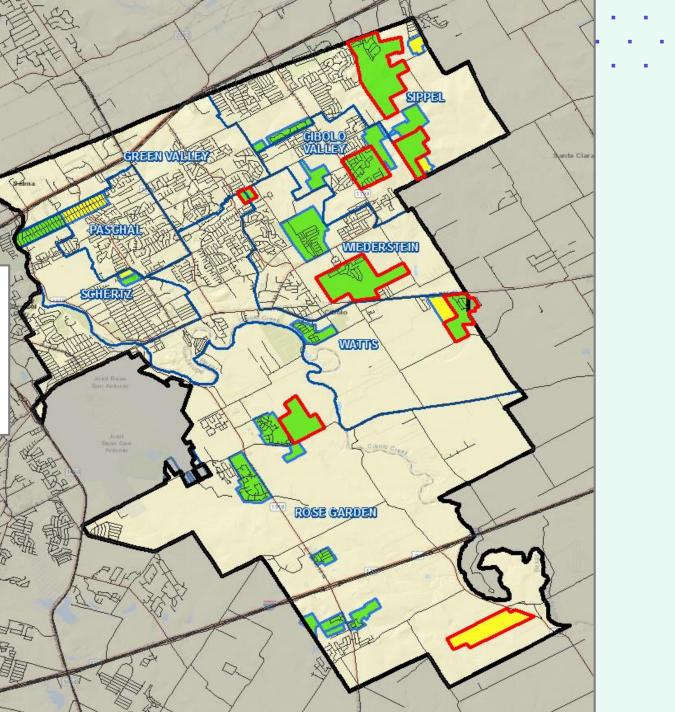






- The district has 24 actively building subdivisions
- Within SCUCISD there are 6 future subdivisions in various stages of planning
- Of these, groundwork is underway on approx.
 770 lots within 8 subdivisions
- 265 lots were delivered in the 3rd quarter





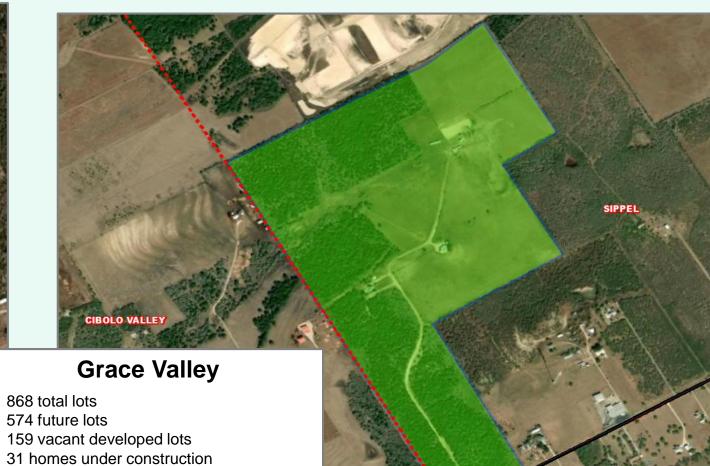


Education

Residential Activity

Nov 2024

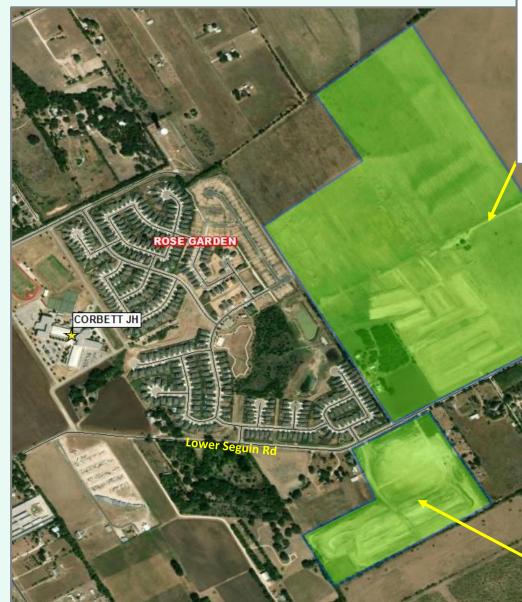




- 97 occupied homes
- Started 115 homes in last 12 months, started 28 homes in 3Q24
- Streets being paved for 162 lots in Phase 2
- Lennar
- \$237K+
- Current Student Yield = .20



Residential Activity





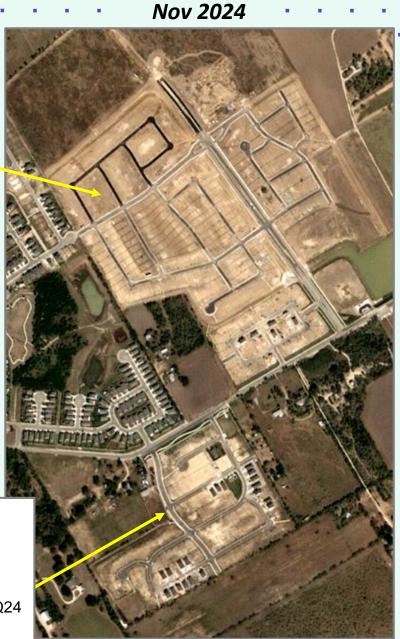
Saddlebrook Ranch

- 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+



- 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+

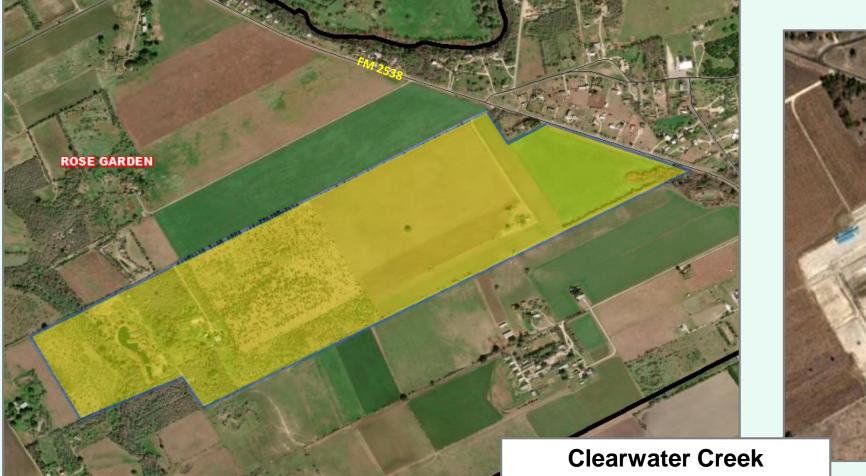
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Residential Activity

Nov 2024



- 1,156 total future lots
- Initial groundwork underway on 104 lots
 - in Phase 1
- Lennar

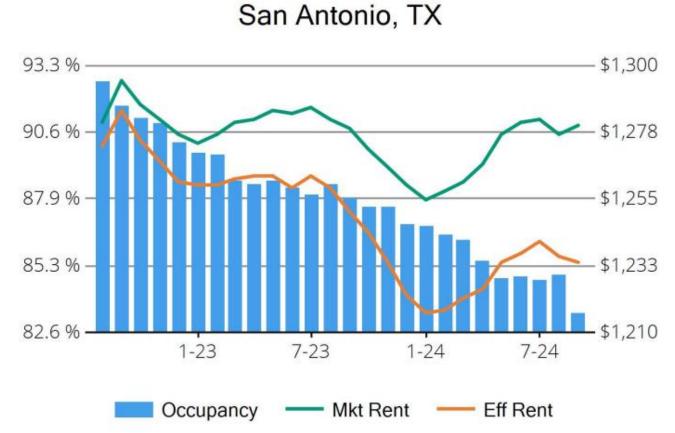
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Housing Market Trends: Multi-family Market- September 2024

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 ٠ 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



% Zonda...

Education

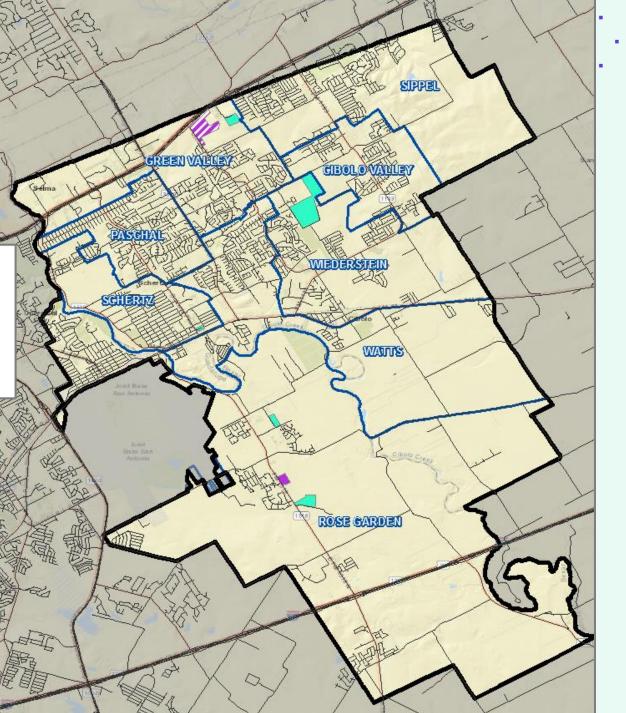
Future Single Family Rental



Apartment Under Construction

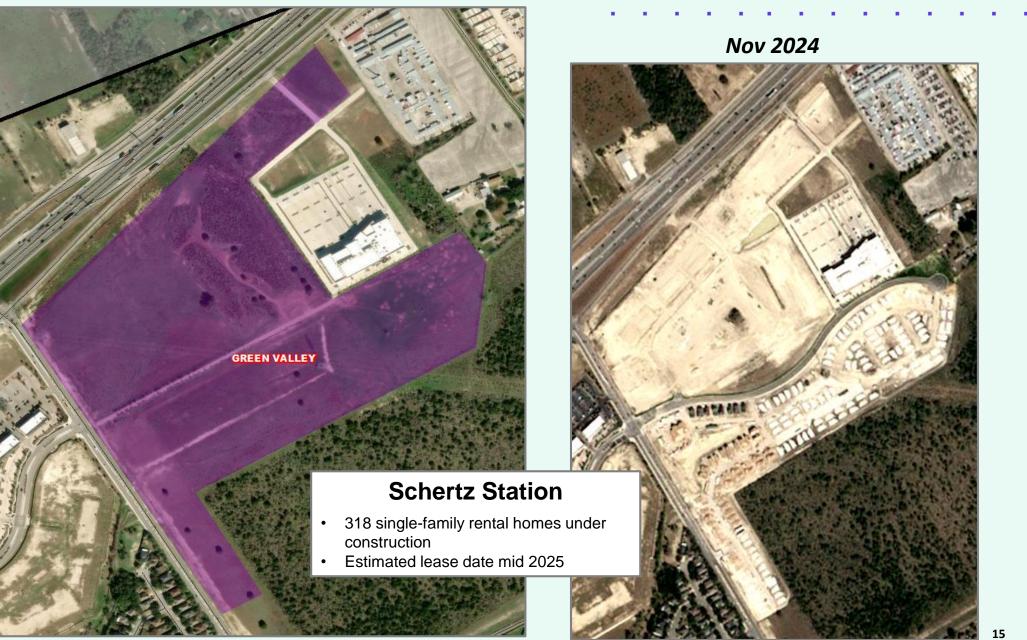
Mobile Home Under Construction

Single Family Rental Under Construction





Residential Activity







Residential Activity

Aviator 1518

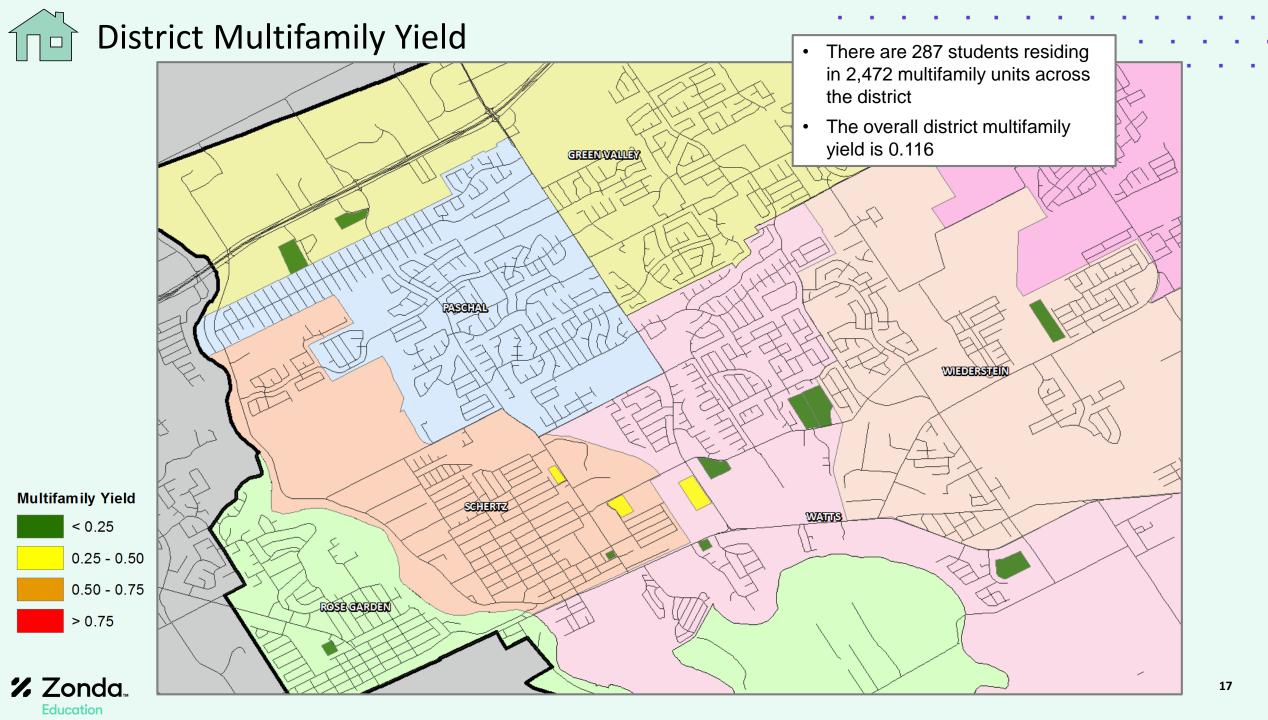
- 300 apartment units under construction
 - Estimated lease date mid 2025

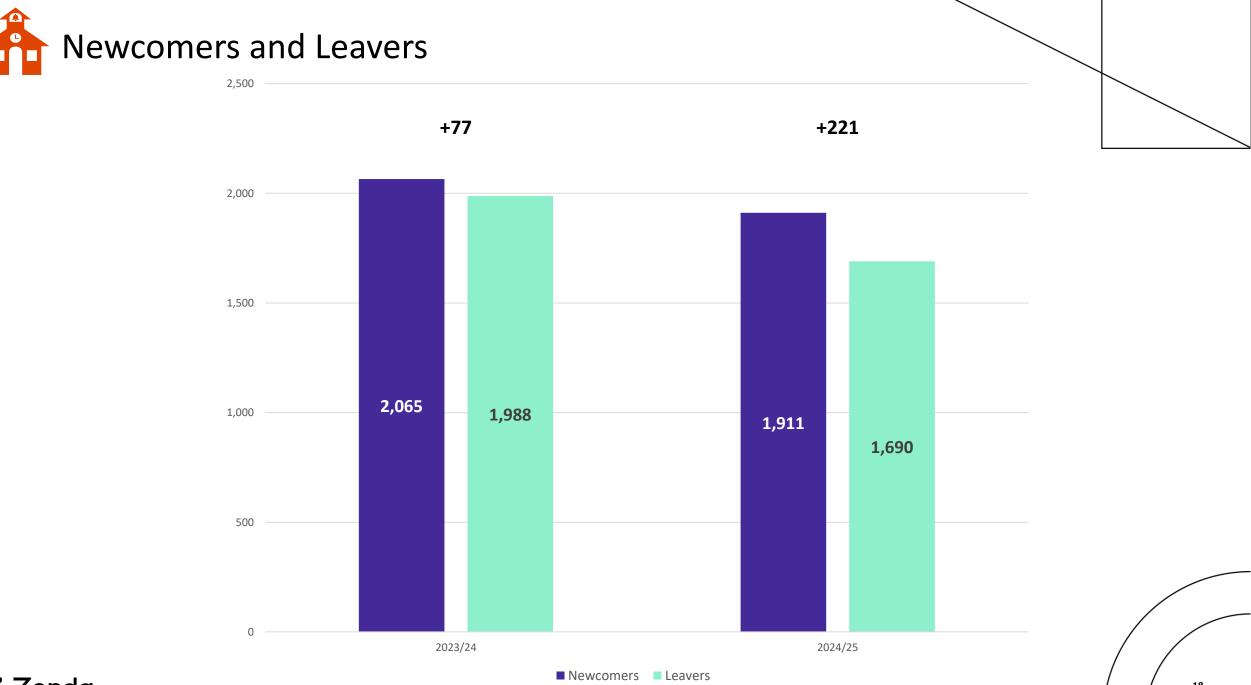








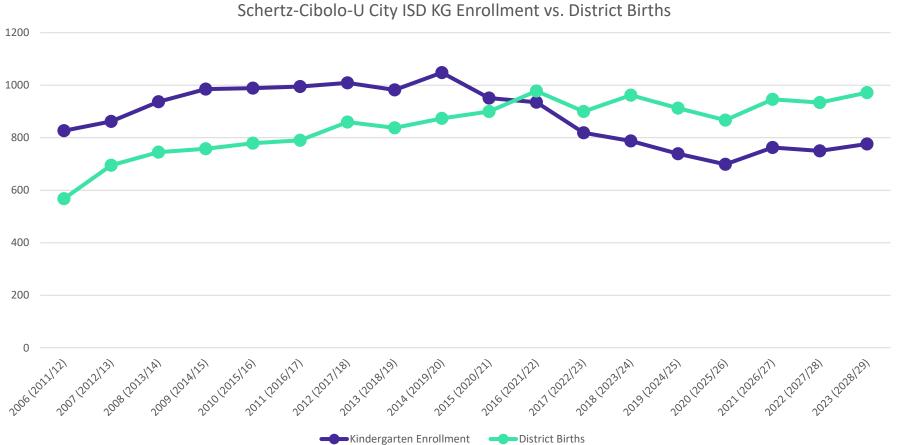




% Zonda... Education

18





	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	Growth	
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



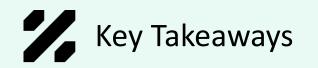


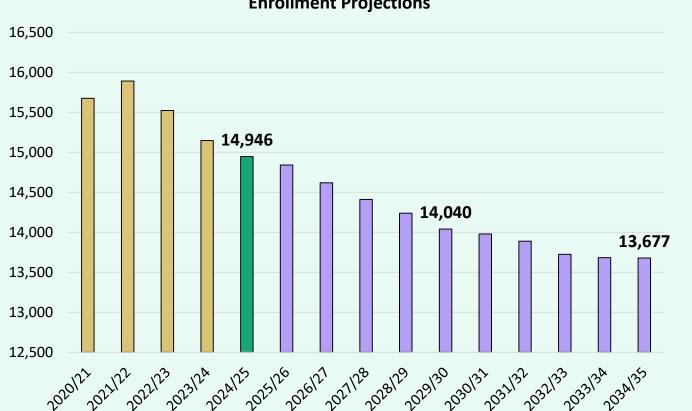
Ten Year Forecast by Campus

			Fall				[ENROLLME	ENT PROJEC	CTIONS			
Campus	Functional	Max											
	Capacity	Capacity	2024/25	2025/26		2027/28			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
SIPPEL EL	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

Zonda_m

Yellow box = exceeds Functional capacity Pink box = exceeds Max capacity 21





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



Ordinance 25-S-022

Proposed Zone Change to R-2 along Lower Seguin, 20 acres

Daisy Marquez | Planner



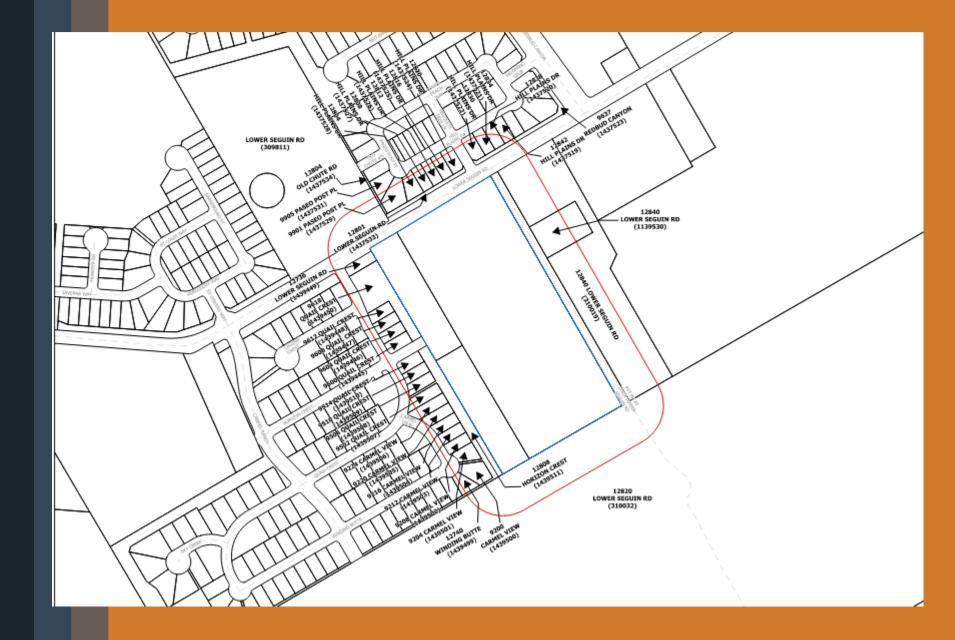


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A P P P P P P P P P P P P P P P P P P P	owno seure Lower Se	guin Road	
AUDA	Sumo sour Lower S		
REWAY	Non		
RA Bexaratoucrest Bexaratoucrest	and the second s	SOUTH CONNECTOR	
AD RUMAN R			
	COMMECTOR	PRE	1
	X		

	Zoning	Use
Subject Property	Pre-Development District (PRE) Single-Family Residential/ Agricultural District (R-A) Agricultural District (AD)	Rural Residences
North	Right-Of-Way Planned Development District (PDD)- Saddlebrook Ranch PDD	Agriculture/ Rural R esidence
South	Agricultural District (AD)	Agriculture/ Rural Residence
East	Pre-Development District (PRE); Single- Family Residential/ Agricultural District (AD); Single- Family Residential District (R-2)	Undeveloped/ Agr iculture
West	Planned Development District (PDD)- (Carmel Ranch PDD)	Single- Family Residential

- 20 Acres
- 3 unplatted parcels
- Rural Residences

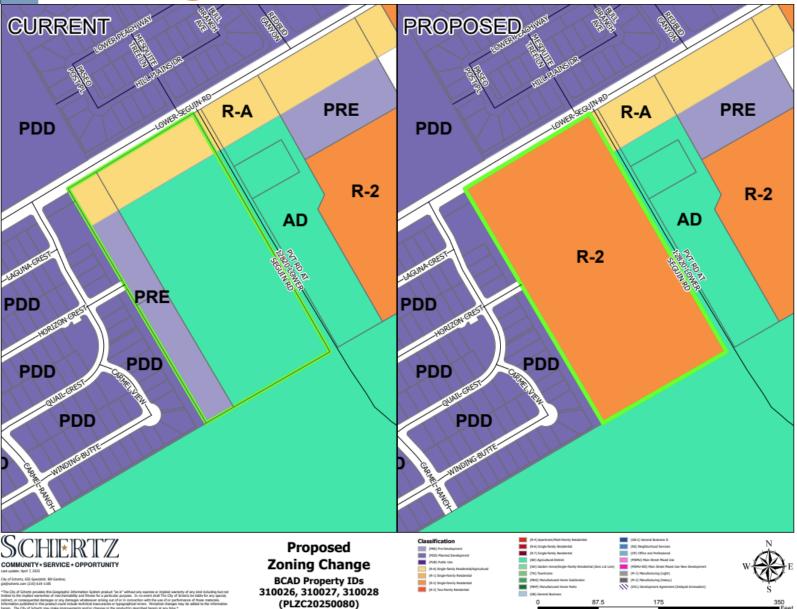




- 40 public notices were sent on April 21, 2025
 - (2) in favor
 - (0) Neutral
 - (0) in Opposition
- Notice published in the "San Antonio Express"
- Notice Sign along Lower
 Seguin
- P&Z May 7, 2025



Background



• 20 Acres

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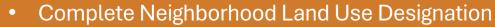
- Proposing a residential development
- Single-Family Residential District (R-2)



	Existing	Existing	Proposed
	Agricultural District (AD)	Single-Family Residential District (R-A)	Single – Family Residential District (R-2)
Permitted Uses	 Accessory Building, Residential; Agricultural/Field Crops; Airport, Heliport, or Landing Field; Bed & Breakfast Inn (S); Building Material & Hardware Sales; Cemetery or Mausoleum (S); Church, Temple, Synagogue, Mosque, or Other Place of Worship (S); Convenience Store W/out Gas Pumps (S); Family or Group Home; Heavy Equipment Sales, Service or Rental (S); In Home Daycare (S); Livestock; Municipal Uses; Nursery, Major (S); Nursery, Minor; One- Family Dwelling Detached; Park/Playground/Similar Public Site; Recreational Vehicle Park (S); School, Public or Private; Stable, Commercial; Tool Rental (S); Veterinarian Clinic/Kennel Indoor; Veterinarian Clinic/ Kennel Outdoor; Welding/ Machine Shop (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)	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	100'x100'	N/A	70'x120'
Area Square Feet	217,800 sqft	21,780 sqft	8,400 sqft
Setbacks	Front: 25', Side: 25', Rear: 25'	N /A	Front:25', Side:10', Rear:20'
Maximum Height	35'	35'	35'
Maximum Impervious Coverage	30%	50%	50%



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



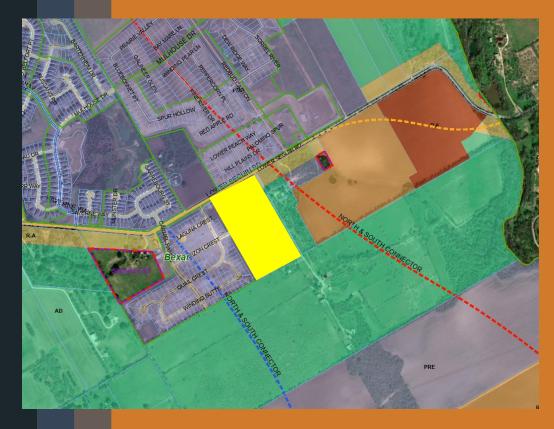
- Mix of Residential and Neighborhood Commercial
- Factors to consider:
 - Roadway classification
 - Conflicts among land uses
 - Undue concentration/ diffusion of population
- The proposed zone change to Single-Family Residential District (R-2) implements the policies of the Comprehensive Land Use Plan by providing a different lot size to add to the mix of residential.



Complete NEIGHBORHOOD

Complete Neighborhoods are general areas characterized by a mixture of housing options with supporting land uses, such as neighborhood commercial. These areas should promote connectivity and foster a more bikeable and walkable development pattern. When considering appropriateness of housing density or commercial activity, factors such as roadway classification, conflicts among land uses and buildings, as well as the undue concentration or diffusion of population should be considered.





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.

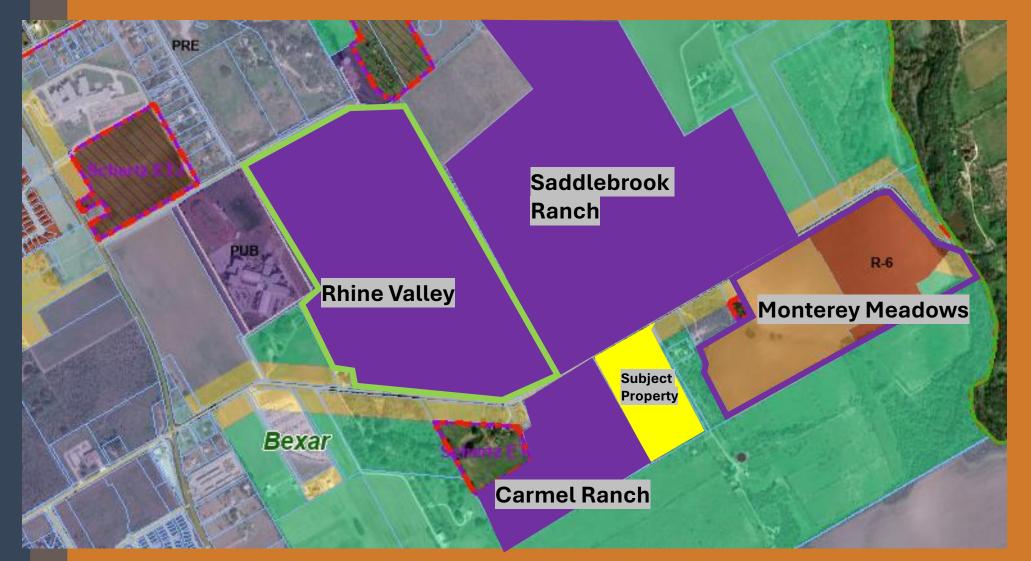
The proposed Single-Family Residential District (R-2) acts as a transition to the smaller residential lot developments to the large agricultural properties



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

- There are existing residential developments surrounding the subject property.
 - Carmel Ranch
 - Rhine Valley
 - Saddlebrook Ranch
 - Monterey Meadows





Within a ½ mile of the subject property is Rhine Valley, Carmel Ranch, Saddlebrook, and the proposed Monterey Meadows Subdivision.



Rhine Valley

	and the second s	A REAL PROPERTY OF A REAL PROPER		241	100000	PALL ACTIVATION							
	Planned Development District (Ordinance 13-S-37) Dimensional Requirements												
1	Minimum Lot Size and Dimensions Minimum Yard Setback							d Setback		laneous Lot uirements			
	Code	Classification	Area Sq.Ft.	Width Ft.	Depth Ft.	Front Ft.	ront Side Rear Off-Street Ft. Ft. Ft. Ft. Parking Requirements		Max Height	Max Impervious Coverage	Lot Count		
				45	120	25	5	20	2	35	65%	124	
9	SF 50	Single-Family	6,000	50	120	20	5	20	2	35	65%	246	
14		Single-Family	7,200	60	120	20	5	20	2	35	65%	77	



PUB

PRE

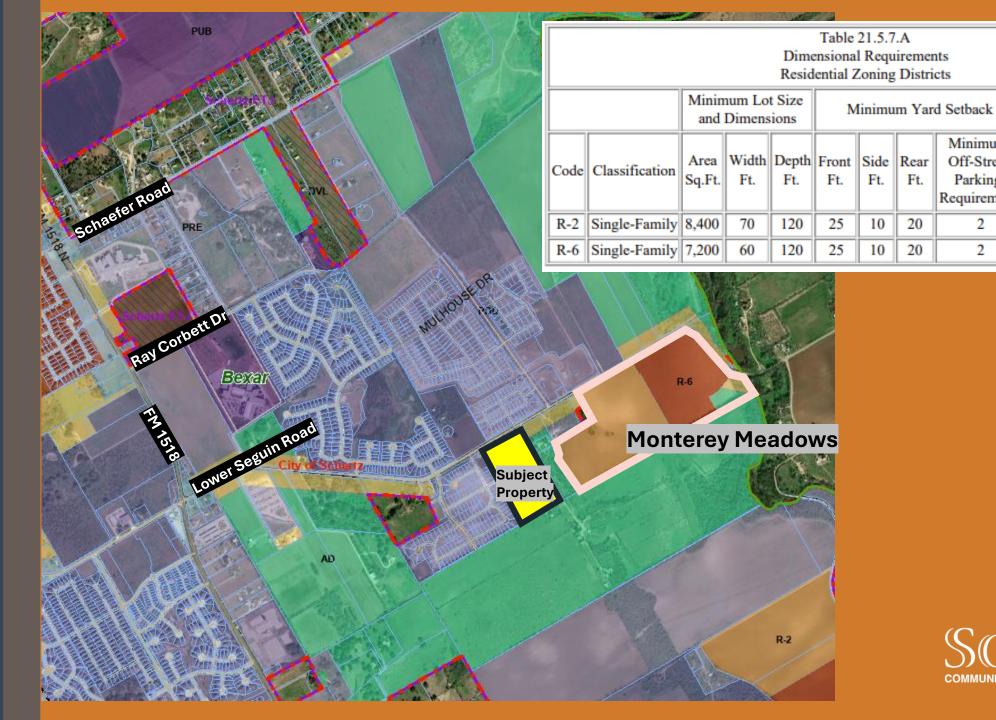
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- 82.7% of the lots are 50-feet or 45-feet wide
- 447 residential lots



РИВ	Saddlebrook Ranch Planned Development District (Ordinance 21-S-06) Dimensional Requirements											
	Minimum I			num Lot Size Minimum Yard Setback					Miscellaneous Requirements			
		Classification	Area Sq.Ft.		Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Parking	Max Height	Max Impervious Coverage	Lot Count
Schaeter Road SVL	SF 55	Single-Family	6,875	55	125	30	10	15	2	35	65% (one-story homes) 50% (two-story homes)	211
	SF 60	Single-Family	7,080	60	118	25	10	15	2	35	65% (one-story homes) 50% (two-story homes)	264
Bexar	SF 70	Single-Family	8,260	70	118	25	10	15	2	35	65% (one-story homes) 50% (two-story homes)	109
Conver Seguil City of Schartz Subject	Garden Home	Single-Family	5,000	50	100	10	10	10	2	35	75%	49
AU Property	 79.6% of the lots are 60-feet wide or less 633 residential lots 						SS					
			2.2		SCHIERTZ COMMUNITY. SERVICE. OPPORTUNITY.					12		

PUB		Carmel Ranch Subdivision Planned Development District (Ordinance 21-S-14) Dimensional Requirements										
			Minimum Lot Siz and Dimension			Μ	linimu	m Yar	d Setback	Miscellaneous Lot Requirements		
	Cod	de Classification	Area Sq.Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off-Street Parking Requirements	Max Height	Max Impervious Coverage	Lot Count
schaefer Road PRE	SF 55		6,875	55	125	30	10	15	2	35	65% (one-story home) 50% (2-story home)	60
Ray Corbett Dr Bestar	SF 60	Single-Family	7,200	60	120	25	10	15	2	35	65% (one-story home) 50% (2-story home)	47
Ta Ba ver Seguin Road Subject		Ningle_Family	8,400	70	120	25	10	15	2	35	65% (one-story home) 50% (2-story home)	20
Propert	ty			\leq			•	84%	% of the l	ots a	are	
AD Carmel F	Ranch				1			60- wid	feet or 5 e	5-fee	ət	
			-	R-2			•	9	residen SCH] ★]	T	, 13



COMMUNITY. SERVICE. OPPORTUNITY.

Miscellaneous Lot

Requirements

Max

Height

35

35

Max

Impervious

Coverage

50%

50%

Minimum

Off-Street

Parking

Requirements

2

2

Ft.

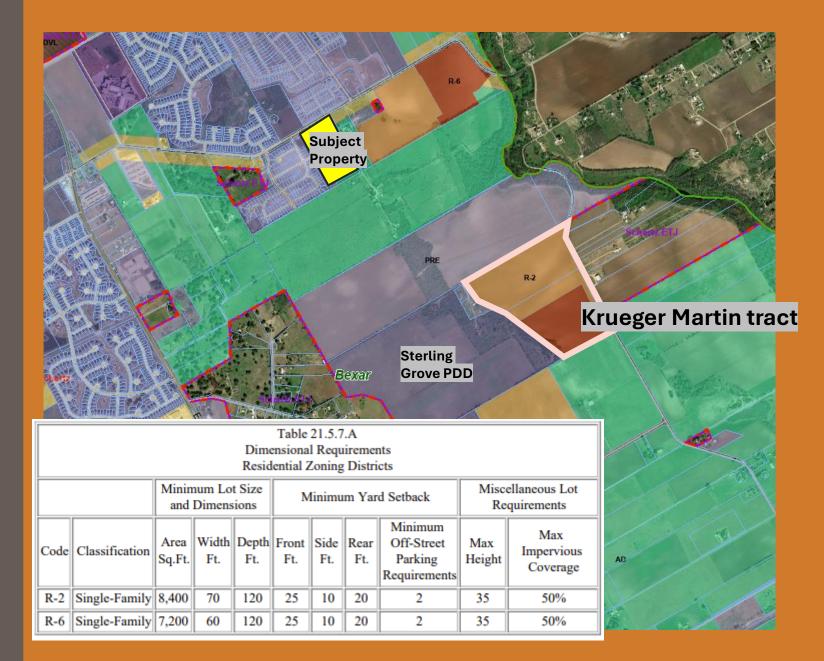
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4. Whether other factors are deemed relevant and important in the consideration of the amendment.

- The Planning and Zoning Commission did not provide additional criteria for the proposed zone change.
- SCUC ISD was notified
- Fire, EMS, and Police have been notified of the zone change request and no objections were provided



Recommendation

Staff Recommendation:

Staff recommends approval of Ord.25-S-022 due to the proposed zone change compatibility with the Comprehensive Land Use Plan -

Future Land Use Map and existing uses.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission met on May 7, 2025, held a public hearing for the item, and made a recommendation of approval to City Council with a unanimous vote.



CITY COUNCIL MEMORANDUM

City Council Meeting:	June 03, 2025
Department:	Planning & Community Development
Subject:	Ordinance 25-S-023- Conduct a public hearing and consider a request to rezone approximately 62 acres of land from Planned Development District (PDD) and Pre-Development District (PRE) to Single-Family Residential District (R-2), generally located approximately 3,800 feet east of the intersection of FM 1518 and Trainer Hale Road, known as Bexar County Property Identification number 310054, a portion of 310053 and a portion of 310061, City of Schertz, Bexar County, Texas. (B.James/ L.Wood/D.Marquez)

BACKGROUND

The applicant is proposing to rezone approximately 62 acres of land from Planned Development District (PDD) and Pre-Development District (PRE) to Single-Family Residential District (R-2) that is part of the existing Sterling Grove Planned Development District (PDD). The remaining approximately 221 acres within the Sterling Grove PDD are to remain subject to the PDD development standards. The subject property is currently not platted.

The Sterling Grove PDD was originally 362-acres. The original 362-acres were reduced with Ordinance 24-S-149 which rezoned 79-acres to Single-Family Residential District (R-1). The proposed rezone for 62-acres to Single-Family Residential District (R-2) further reduces the original acreage of the Sterling Grove PDD to 221 acres.

On April 21, 2025, thirteen (13) public hearing notices were mailed to the surrounding property owners within a 200-foot boundary of the subject property and Schertz-Cibolo-Universal City Independent School District. At the time of the staff report, three (3) responses in favor, zero (0) responses neutral, and three (3) responses in opposition have been received. Schertz Fire, EMS, and Police have been notified of the zone change request. A public hearing notice was published in the "San Antonio Express" on May 14, 2025. A notice sign was placed at the subject property.

Subject Property:

	Zoning	Land Use
Existing	Pre-Development District (PDD) and Pre-Development District (PRE)	Undeveloped Residential
Proposed	Single-Family Residential District (R-2)	Residential

Adjacent Properties:

	Zoning	Land Use
North	Pre-Development District (PRE)	Undeveloped, Agriculture, and Residential

South	Single-Family Residential District (R-1), Pre-Development District (PRE) & Agricultural District (AD)	Undeveloped, Agriculture, and Residential
East	Single-Family Residential District (R-2), Single-Family Residential District (R-6), Single-Family Residential District (R-1), and Agricultural District (AD)	Undeveloped, Agriculture, and Residential
West	Planned Development District (PDD) & Pre-Development District (PRE)	Undeveloped, Agriculture, and Residential

GOAL

The applicant is proposing to rezone approximately 62 acres of land to Single-Family Residential District (R-2) for single-family residential development.

		Ta	ble 21.5		ensional ntial Zo	-	remen	ts			
				num Lot imensio		Mi	nimum	Yard	Setbacks		cellaneous uirements
	Code	Zoning Code	Area Sq.Ft.	Width Ft.	Depth Ft.	Front Ft.	Rear Ft.	Side Ft.	Minimum Off-Street Parking	Max Height	Maximum Impervious Coverage
Existing	PRE	Pre-Development District	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Existing	PDD_ SFR1	Planned Development District (Sterling Grove PDD)	6,050	55	110	20	10	15	2	35	60%
Existing	PDD- SFR2	Planned Development District (Sterling Grove PDD)	7,150	65	110	20	10	15	2	35	60%
Existing	PDD-0.5 Acre	Planned Development District (Sterling Grove PDD)	21,780	N/A	N/A	25	10	15	2	35	50%
Proposed	R-2	Single-Family Residential District	8,400	70	120	25	10	20	2	35	50%

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

Background on the Sterling Grove Planned Development District (PDD); Ordinance 22-S-28 The Sterling Grove Planned Development District, also known as Ordinance 22-S-28, was passed on the July 26, 2022, City Council Meeting. The original PDD consisted of 362 acres of land that allowed for 832 total single-family residential homes. The minimum lot sizes allowed were 55-feet by 110-feet, 65-feet by 110-feet, and half-acre lots with no minimum width and depth. Per the PDD, approximately eighty-one percent (81%) of the single-family residential lots were going to be either the 55 or 65-foot wide lots. The Sterling Grove PDD was to be developed in four phases and included a Master Development Plan.

Ordinance 24-S-149 was approved at the September 17, 2024, City Council meeting, which removed approximately 79-acres from the original Sterling Grove PDD and approved Single-Family Residential District (R-1) zoning. The zone change to Single-Family Residential District (R-1) removed land that was within portions of Phase 1, 2, and 3 and altered the layout and acreage of the proposed master development plan of Sterling Grove. Since the roads were removed and altered the configuration of the PDD, the Sterling Grove PDD properties that depended on access within the property now zoned Single-Family Residential District (R-1), would no longer conform to the Master Development Plan.

To resolve the issues in access and alteration of the MDP, the applicant is proposing to change the zoning for the portions affected by the removal of the 79-acres to Single-Family Residential District (R-2) so that the properties can still be developed without needing to amend the Sterling Grove PDD. The applicant would be able to continue to develop the remaining 221-acres that remain zoned under the Sterling Grove PDD to the unique standards and resolve the conflict that remained with the removal 79 acres within multiple phases. The subject 62-acres being rezoned must conform to the minimum Single-Family Residential District (R-2) dimensional and development requirements.

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. Complete Neighborhood is intended for a mixture of housing options with supporting land uses that include neighborhood commercial development. When evaluating zone changes, factors such as roadway classification, conflicts among land uses and buildings, and the undue concentration or diffusion of populations should be considered.

The proposed Single-Family Residential District (R-2) meets the intent of the Complete Neighborhood Land Use Designation and implements the policies of the Comprehensive Land Use Plan by proposing 70-foot by 120-foot lots that are larger than what is in the existing Sterling Grove PDD and adding to the mix of residential in the existing area.

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 proposed Single-Family Residential District (R-2) acts as a transition from the smaller lots in the Sterling Grove PDD to the surrounding agricultural uses.

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

The subject property is adjacent to the Sterling Grove PDD, which is intended for single-family residential and parks/open space. To the right of the subject property, the properties are zoned Single-Family Residential District (R-2) with a minimum 8,400 square foot lot size and Single-Family

Residential District (R-6) with a minimum 7,200 square foot lot size. To the south of the subject property, the property is zoned Single-Family Residential District (R-1), which is intended for single-family detached residential with a minimum lot size of 9,600 square feet.

Additionally, there are properties zoned Agricultural District (AD) to the south of the subject property, which were part of recent annexations in 2024. Agricultural District (AD) is intended for areas where development is premature due to a lack of utilities, capacity, or service. The applicant is proposing Single-Family Residential District (R-2) on approximately 62 acres, which is intended for single-family detached residential dwelling units with a minimum lot size of 8,400 square feet, together with schools, churches, and parks necessary to create basic neighborhood units.

The proposed zoning district of Single-Family Residential District (R-2) requires a minimum lot size of 8,400 square feet and permits uses that are compatible and consistent with the existing uses in the immediate area.

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

The Planning and Zoning Commission did not provide additional factors for the consideration of the amendment.

A public hearing notice was 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 City of Schertz Fire, EMS, and Police Departments have been notified of the zone change request and have not provided objections.

RECOMMENDATION

Staff Recommendation:

Due to the compatibility of the proposed Single-Family Residential District (R-2) with the immediate area and the Complete Neighborhood Land Use Designation of the Comprehensive Plan, Staff recommends approval.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission held a public hearing for the item on May 7, 2025, and made a recommendation of approval to the City Council with a unanimous vote.

Attachments

Ordinance 25-S-023 With Attachments Aerial Exhibit Notification Map Public Hearing Responses Public Hearing Response Opposition Map SCUC ISD 10- Year Forecasting SCUC ISD Demographic Report City Council Presentation Slides Applicant's Slides

ORDINANCE 25-S-023

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO REZONE APPROXIMATELY 62 ACRES OF LAND FROM PLANNED DEVELOPMENT DISTRICT (PDD) AND PRE-DEVELOPMENT DISTRICT (PRE) TO SINGLE-FAMILY RESIDENTIAL DISTRICT (R-2), GENERALLY LOCATED APPROXIMATELY 3,800 FEET EAST OF THE INTERSECTION FM 1518 AND TRAINER HALE ROAD, KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBER 310054, A PORTION OF 310053 AND A PORTION OF 310061, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

WHEREAS, an application for a request to rezone approximately 62 acres of land from Planned Development District (PDD) and Pre-Development District (PRE) to Single-Family Residential District (R-2), generally located approximately 3,800 feet east of the intersection of FM 1518 and Trainer Hale Road, known as Bexar County Property Identification number 310054, a portion of 310053 and a portion of 310061, 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 May 7, 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 June 3, 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-2).

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

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

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

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

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

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

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

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

PASSED AND APPROVED this _____day of _____ 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A" Property Description: Legal Metes and Bounds **Exhibit "A" Property Description: Legal Metes and Bounds**



METES AND BOUNDS DESCRIPTION FOR A

61.722 ACRE TRACT

FIELDNOTES, FOR A 61.722 ACRE, OR 2,688,592 SQUARE FEET MORE OR LESS, TRACT SITUATED IN THE JULIAN DIAZ SURVEY NO. 66, ABSTRACT 187, COUNTY BLOCK 5059, BEXAR COUNTY, TEXAS; BEING A PORTION OF A CALLED 112.939 ACRES, KNOWN AS PARCEL TWO, DESCRIBED IN DEED FROM BRYCAP PROPERTIES, LTD. TO BRYCAP FARM PROPERTIES, LLC, AS RECORDED IN DOCUMENT NO. 20090056951 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS AND A PORTION OF A CALLED 188.68 ACRE TRACT, CONVEYED IN DEED FROM RAY JOY WIEDERSTEIN TO RAY JOY WIEDERSTEIN AND BETTY JEAN WIEDERSTEIN, AS RECORDED IN DOCUMENT NO. 20160103970 OF THE SAID OFFICIAL PUBLIC RECORDS. SAID 61.722 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00:

- **COMMENCING:** At a ½" iron rod with yellow plastic cap marked "Baker Surveying" found on the Southwest right-of-way of Weir Road, a public right-of-way, for the North corner of a called 68.146 acres, conveyed in deed from Janice Marie Luensmann to Charles Otto Luensmann, as recorded in Document No. 20030186776 of the said Official Public Records, the East corner of a called 42.116 acres, known as Tract B, described in deed from Evelyn E. Krueger to Ruth E. Martin, as recorded in Document No. 20130066514 of the said Official Public Records;
- THENCE:South 59°44'27" West, departing the said Southwest right-of-way, with the Northwest
line of the said 68.146 acres and the Southeast line of the said Tract B, 1085.07 feet to
a ½" iron rod found in the said Northwest line, for the South corner of the said Tract B,
the East corner of the said 188.68 acre tract, the POINT OF BEGINNING and East corner
of this tract;
- THENCE: South 59°44'27" West, with the Southeast line of the said 188.68 acre tract, at 362.48 feet pass a ½" iron rod found for the North corner of a called 78.294 acre tract described in deed from Valerie Hartmann and Brian Beutnagel to YA BABY LLC, as recorded in Document No. 20240165132 of the said Official Public Records, the West corner of the said 68.146 acres, from Whence a ½" iron rod with yellow plastic cap marked "Baker Surveying" found on the Northwest right-of-way of Trainer Hale Road, a public right-of-way, for the East corner of the said 78.294 acre tract, the South corner of the said 68.146 acres, bears South 30°26'31" East, 2047.82 feet, in all 2038.82 feet to a ½" iron rod found on the said Southeast line, for the North corner of the said 112.939 acres, the West corner of the said 78.294 acre tract, an interior corner of this tract;
- THENCE:South 30°19'51" East, departing the said Southeast line, with the Southwest line of the
said 78.294 acre tract, the Northeast line of the said 112.939 acres, 1040.16 feet to a ½"
iron rod found on the said Southwest line, for the North corner of a called 5.000 acres,
described in deed from Annette Patricia Reinhard Pfeil to Kneupper Bryson Properties,

61.722 Acres Job No. 30087-01 Page 2 of 3

as recorded in Document No. 20050089484 of the said Official Public Records, the East corner of the said 112.939 acres, the Southeast corner of this tract;

- THENCE:South 59°40'11" West, departing the said Southwest line, with a Southeast line of the
said 112.939 acres, at 635.74 feet pass a ½" iron rod found for the West corner of a
called 5.000 acres, described in deed from William H. Muenchow and Malinda E.
Muenchow to James Warren Barr, Jr. and Sharon Jo Barr, as recorded in Volume 3119,
Page 1909 of the said Official Public Records, the North corner of a called 9.966 acres,
conveyed in deed from Diana Lynne Kelly Vrana to Gerald Wayne Vrana, as recorded in
Document No. 20220100766 of the said Official Public Records, in all 844.71 feet to a
point on the said Southeast line, for the South corner of this tract, from Whence a ½"
iron rod found on the said Southeast line, for the North corner of a called 53.28 acre
tract described in deed from Delvin Beutnagel and Verna Lee Beutnagel to Kneupper
Bryson Properties, LTD., as recorded in Document No. 20160111010 of the said Official
Public Records, the West corner of the said 9.966 acres, bears South 59°40'11" West,
215.92 feet;
- THENCE: North 04°47'53" East, departing the said Southeast line, over and across the said 112.939 acres and the said 188.68 acre tract, 3168.67 feet to a point in the Southwest line of a called 5.767 acre tract conveyed in deed from Ray Joy Wiederstein to Ray Joy Wiederstein and Betty Jean Wiederstein, as recorded in the said Document No. 20160103970, for an interior corner of this tract;
- **THENCE:** Continuing over and across the said 188.68 acre tract, with the boundary of the said 5.767 acre tract the following two courses:
 - South 65°11'41" West, 166.66 feet to a bent ½" iron rod found for the South corner of the said 5.767 acre tract, an exterior corner of this tract;
 - North 29°24'25" West, 346.01 feet to a bent ½" iron rod found in the Southwest line of the said 5.767 acre tract, for the South corner of a called 1.393 acre tract described in deed from the Estate of Raymond Krueger to Steven Brian Krueger, as recorded in Document No. 20220114716 of the said Official Public Records, a West corner of this tract, from Whence a ½" iron rod found for the West corner of the said 5.767 acre tract and the said 1.393 acre tract, bears North 29°24'25" West, 322.00 feet;
- **THENCE:** Continuing over and across the said 188.68 acre tract, over and across the said 5.767 acre tract, with the boundary of the said 1.393 acre tract the following two courses:
 - North 60°35'35" East, 181.30 feet to a ½" iron rod with yellow plastic cap marked "Pape-Dawson" set for the East corner of the said 1.393 acre tract, an interior corner of this tract;
 - North 28°21'45" West, 336.60 feet to a ½" iron rod with yellow plastic cap marked "Pape-Dawson" found on the Northwest line of the said 5.767 acre tract, for the North corner of the said 1.393 acre tract, the Northwest corner of this tract;

PAPE-DAWSON ENGINEERS

Exhibit "A" Property Description: Legal Metes and Bounds

61.722 Acres Job No. 30087-01 Page 3 of 3

- **THENCE:**North 56°09'27" East, continuing over and across the said 188.68 acre tract, with the
said Northwest line, 90.34 feet to a ½" iron rod found on the Southwest line of a called
42.116 acres, known as Tract A, described in deed from Evelyn E. Krueger to Melvin Alvin
Krueger, as recorded in said Document No. 20130066514, for the North corner of the
said 5.767 acre tract and this tract, from Whence a ½" iron rod found on the Southeast
line of a called 176.439 acres described in deed from Krickhahn ETC Enterprises, LLC to
Ancient KK Endeavors, LLC and Grimacing Geckos, LLC, as recorded in Document No.
20230019542 of the said Official Public Records, for the West corner of the said Tract A,
the North corner of the said 188.68 acre tract, bears North 32°16'11" West, 20.32 feet;
- **THENCE:** With the common line of the said Tract A and the said 188.68 acre tract, the Northeast line of the said 5.767 acre tract the following two courses:
 - South 35°31'07" East, 428.06 feet to a 39" Oak tree found for an angle point;
 - South 68°03'05" East, 580.54 feet to a ½" iron rod found for the West corner of the said Tract B, the South corner of the said Tract A, for an angle point in the Northeast line of the said 188.68 acre tract and this tract;
- THENCE:South 51°58'59" East, with the common line of the said Tract B and the said 188.68 acre
tract, 1473.38 feet, to the POINT OF BEGINNING and containing 61.722 acres in Bexar
County, Texas. Said tract being described in conjunction with an exhibit prepared under
job number 30087-01 by Pape-Dawson Engineers.

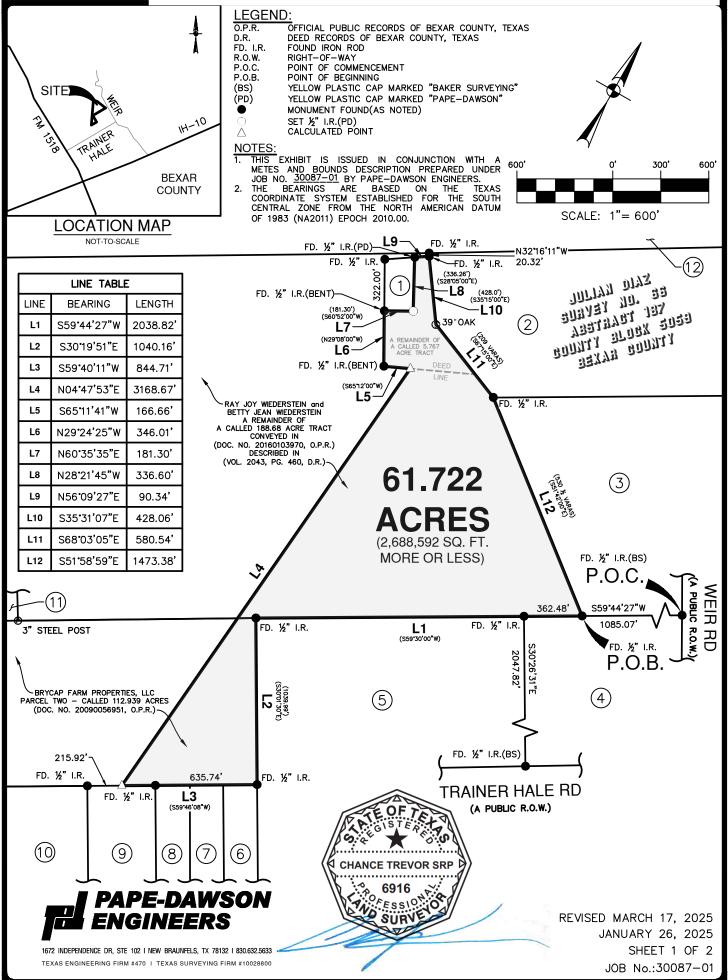
SUBJECT TRACT DOES NOT HAVE ACCESS TO A DEDICATED ROADWAY AND A SUBDIVISION BASED ON THIS LEGAL DESCRIPTION MAY BE IN VIOLATION OF THE CURRENT BEXAR COUNTY SUBDIVISION REGULATIONS.

PREPARED BY:	Pape-Dawson Engineers
	Texas Registered Survey Firm # 10028800
DATE:	January 26, 2025
REVISED:	March 17, 2025
JOB NO.	30087-01
DOC. ID.	N:\CIVIL\30087-01\Word\30087-01 FN Zoning 61.722 AC.docx



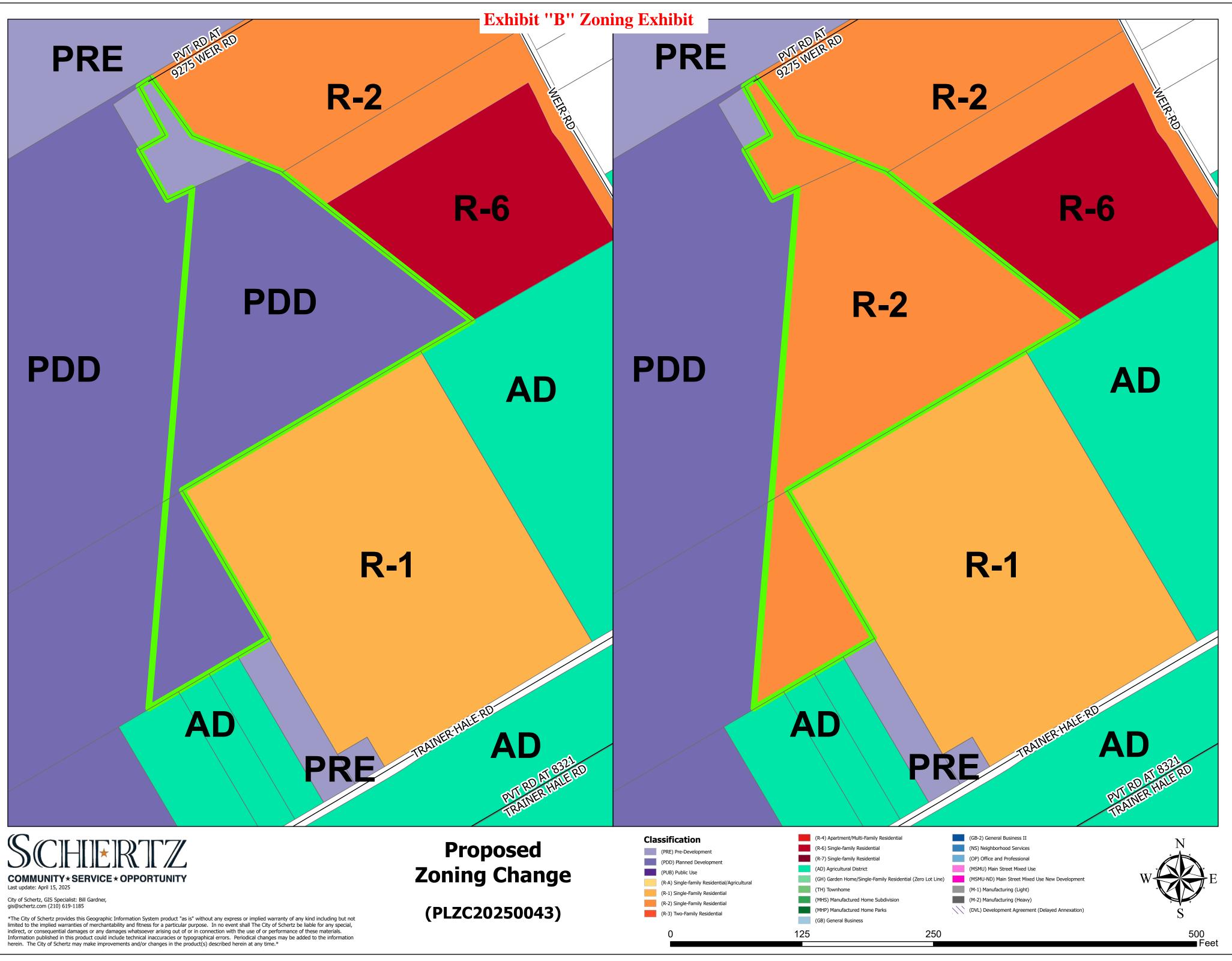


Exhibit "A" Property Description: Legal Metes and Bounds

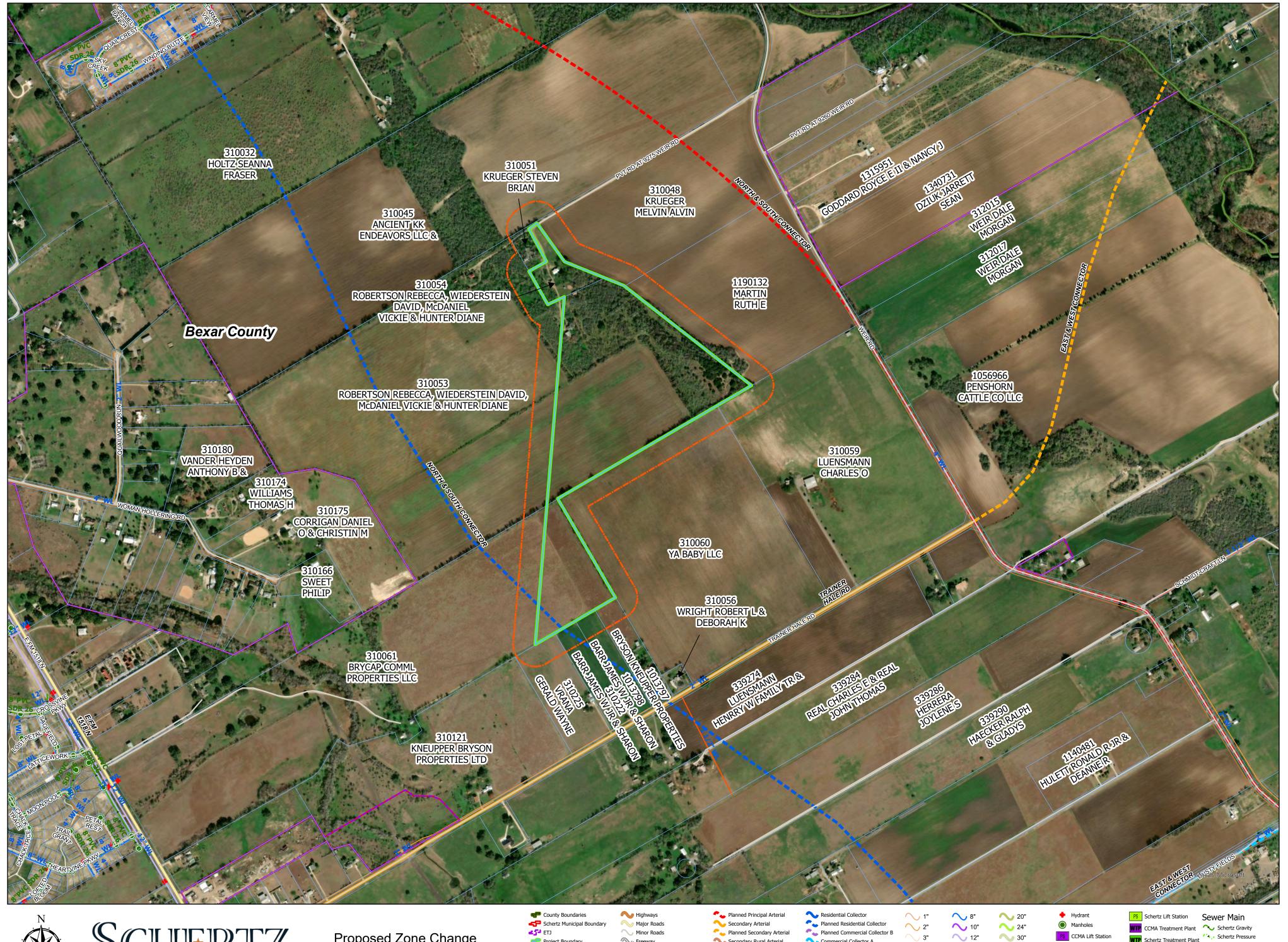


REFERENCE

Exhibit "B" Zoning Exhibit











Proposed Zone Change PLZC20250043

루 Project Boundary $\langle \rangle$



Secondary Rural Arterial 🐣 Planned Secondary Rural Arterial 👇 Planned Commercial Collector A

🔨 Commercial Collector A

~~ 16" **~~** 18"

∕**√** 4"

∼ 6"

~~ 36" Unknowr PS Private Lift Station

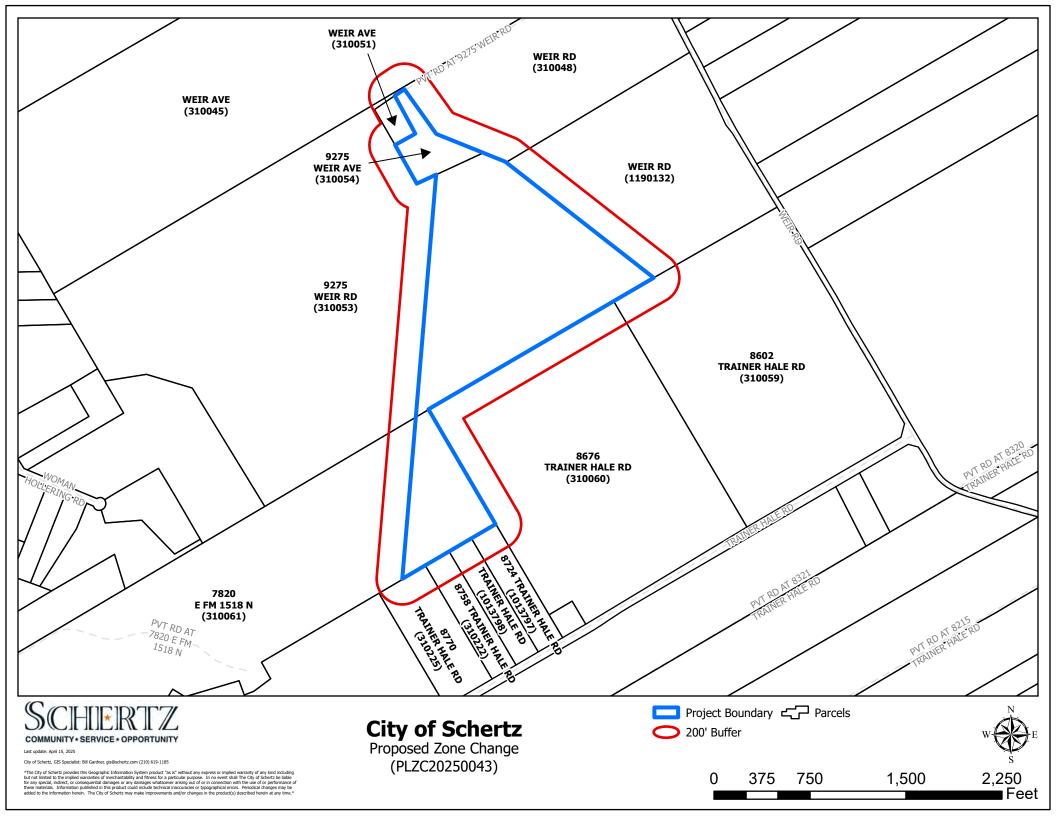
0 275 550

Schertz Treatment Plant Control Neighboring Gravity Private Pressure

1,100

1,650

💼 Feet



Reply Form: City Council will have a public hearing on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). The written protest must be received by City no later than noon (central time) on the Friday before the reading by the City Council. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest. 1

I am:	in favor of	opposed to	neutra	al to	the request for PLZC20250043
COMME	NTS: 0000	WANT 1.	T. NO,	NQ.	
NAME:	GERAID W. VRAJ (PLE)	ASE PRINT)	SIGNATURE	Gentel W. Fr	mp
	ADDRESS: <u>8770</u> 4/28/2025	TRAINER	HALE RD.	SCHERTZ,	TEXAS 78154

1400 Schertz Parkway

Schertz, Texas 78154

*

210.619.1000 食

schertz com

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COMMUNITY SERVICE OPPORTUNITY

> PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

April 21, 2025

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on <u>Wednesday, May 7th, 2025</u> at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and act upon the following item:

PLZC20250043 - Hold a public hearing and make a recommendation on a request to rezone approximately 62 acres of land from Planned Development District (PDD) and Pre-Development District (PRE) to Single-Family Residential District (R-2), generally located approximately 3,800 feet east of the intersection of FM 1518 and Trainer Hale Road, known as Bexar Property Identification number 310054, a portion of 310053 and a portion of 310061, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. 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 <u>planning@schertz.com</u>. If you have any questions, please feel free to call Daisy Marquez, Planner directly at (210) 619-1782.

Sincerely,

Daisy Marquez Planner

Reply Form:

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l am:	in favor of 📕	opposed to	neutral to	the request for PLZC20250043
COMME				
NAME:	Rebecca To	Robertson si	IGNATURE Robeca	Rehetsin
STREET	ADDRESS: 9275	Weir Roc	d, Schertz	or C:60/0 TX 78/08
DATE:	24 Apr25			



PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

April 21, 2025

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PLZC20250043 - Hold a public hearing and make a recommendation on a request to rezone approximately 62 acres of land from Planned Development District (PDD) and Pre-Development District (PRE) to Single-Family Residential District (R-2), generally located approximately 3,800 feet east of the intersection of FM 1518 and Trainer Hale Road, known as Bexar Property Identification number 310054, a portion of 310053 and a portion of 310061, City of Schertz, Bexar County, Texas.

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Sincerely,

Daisy Marquez Planner

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l am:	in favor of	opposed to	neutral to	the request for PLZC20250043
СОММЕ	NTS:		0	
NAME:	JAMES (PLE	ARR SIG	GNATURE	mes Barr
STREET	ADDRESS:	758 TRI	4INÉR	HALE RD.
DATE: _	5-5-20	25	4 9	

City Council will have a public hearing on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). The written protest must be received by City no later than noon (central time) on the Friday before the reading by the City Council. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.

I am: <u>in favor of</u>	opposed to	neutral to	the request for PLZC20250043
COMMENTS: Weir K	Ed 31004E	3	/
NAME: Melvin A. 1 (PLE	ASE PRINT		in they
STREET ADDRESS: 33 4	Private Ro	15936	Vantis T+ 75497
DATE: 4/25/20	25	,	

1400 Schertz Parkway

1

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Schertz, Texas 78154

210.619.1000 .

schertz com

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*



PLZC20250043 Rezone Comment Request

From

Date Sun 4/27/2025 6:22 PM

To planning <planning@schertz.com>

I am in favor of the subject Rezoning Change. Ruth Martin, 3051 Haeckerville Rd, Cibolo, TX 78108-4136. Please confirm receipt of this email. thank you...Ruth Martin



COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

April 21, 2025

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on <u>Wednesday, May 7th, 2025</u> at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and act upon the following item:

PLZC20250043 - Hold a public hearing and make a recommendation on a request to rezone approximately 62 acres of land from Planned Development District (PDD) and Pre-Development District (PRE) to Single-Family Residential District (R-2), generally located approximately 3,800 feet east of the intersection of FM 1518 and Trainer Hale Road, known as Bexar Property Identification number 310054, a portion of 310053 and a portion of 310061, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. 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 <u>planning@schertz.com</u>. If you have any questions, please feel free to call Daisy Marquez, Planner directly at (210) 619-1782.

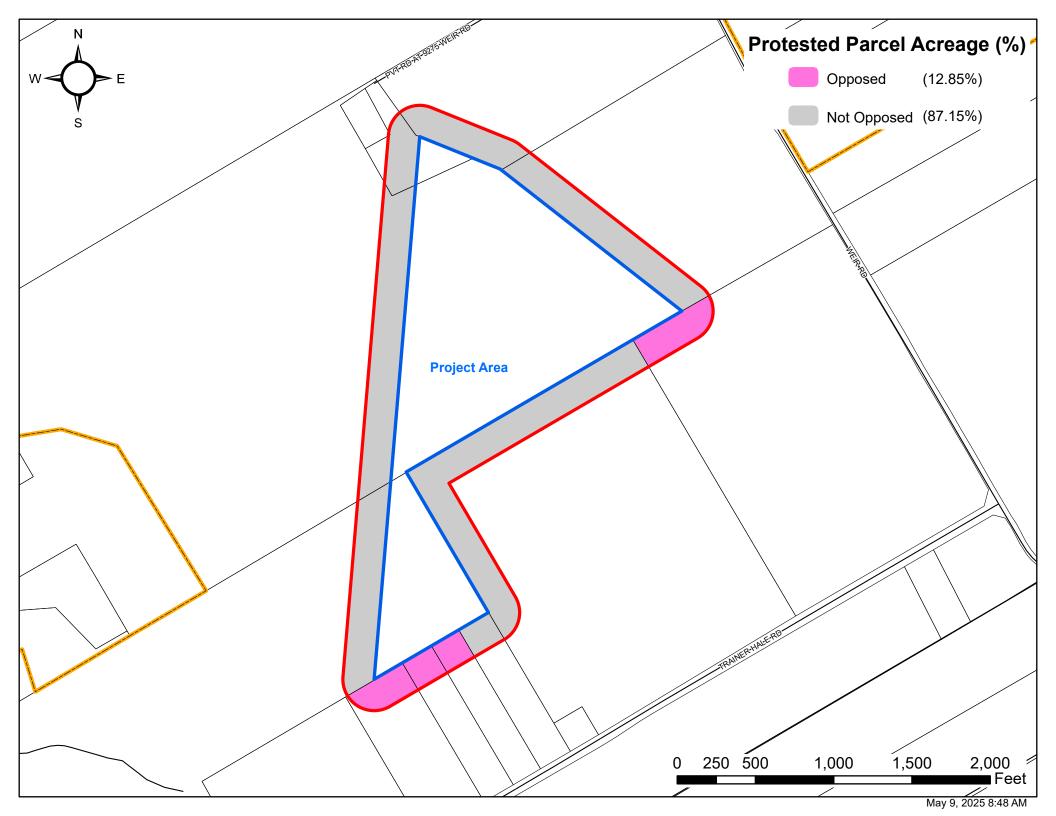
Sincerely,

Daisy Marquez Planner

Reply Form:

City Council will have a public hearing on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). The written protest must be received by City no later than noon (central time) on the Friday before the reading by the City Council. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.

l am:	in favor of	opposed to	neutral to	the re	quest for PLZC202	50043
COMME	ENTS: We do	it need	anymore	develo	pment	in South
NAME:	charle Li	EASE PRINT)	GNATURE <u>Charlie</u>	L Zuem		Scheriz
STREE	TADDRESS: 84	+2 Train	ier Hole	nd-		
	4-29-3			~		0
We	were -	told durin	ng Annex	ation	that	South
Se	hertz v	vould ve	main	real,	H ma	n can
90	1400 Schertz Park	Way * Schertz, Texa		9.1000 🔹	schertz.com	





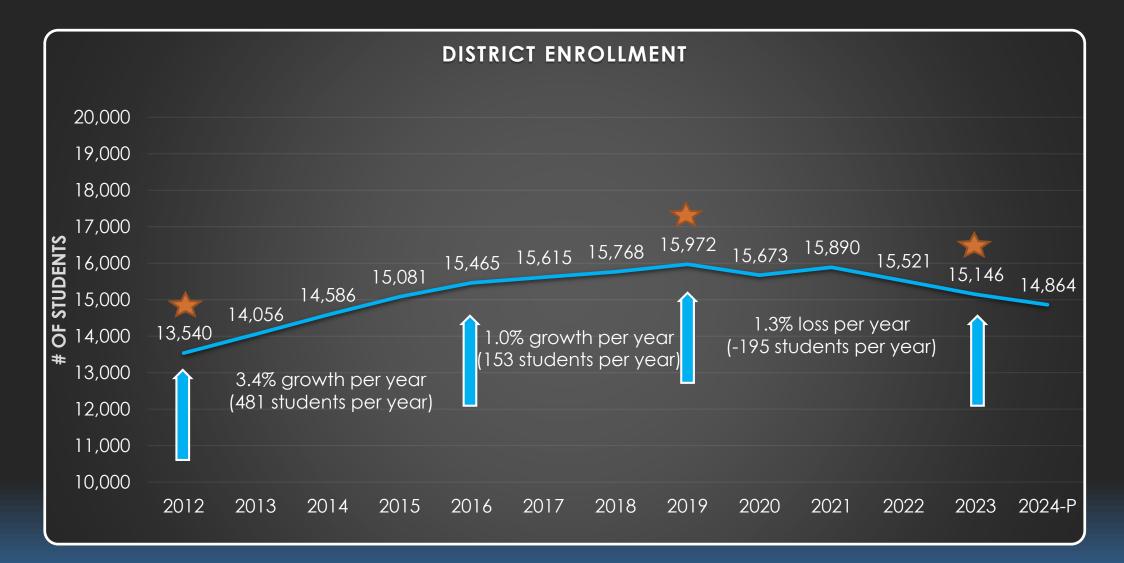
SCHERTZ - CIBOLO - UNIVERSAL CITY ISD

10 YEAR CAMPUS FORECASTING

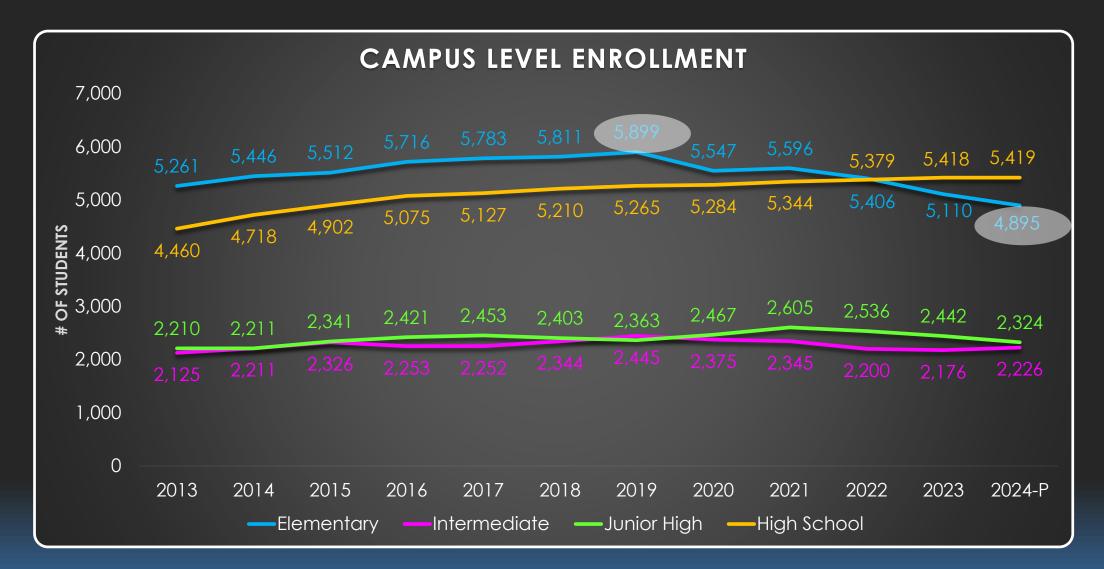
FORECASTING CONSIDERATIONS

- 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.

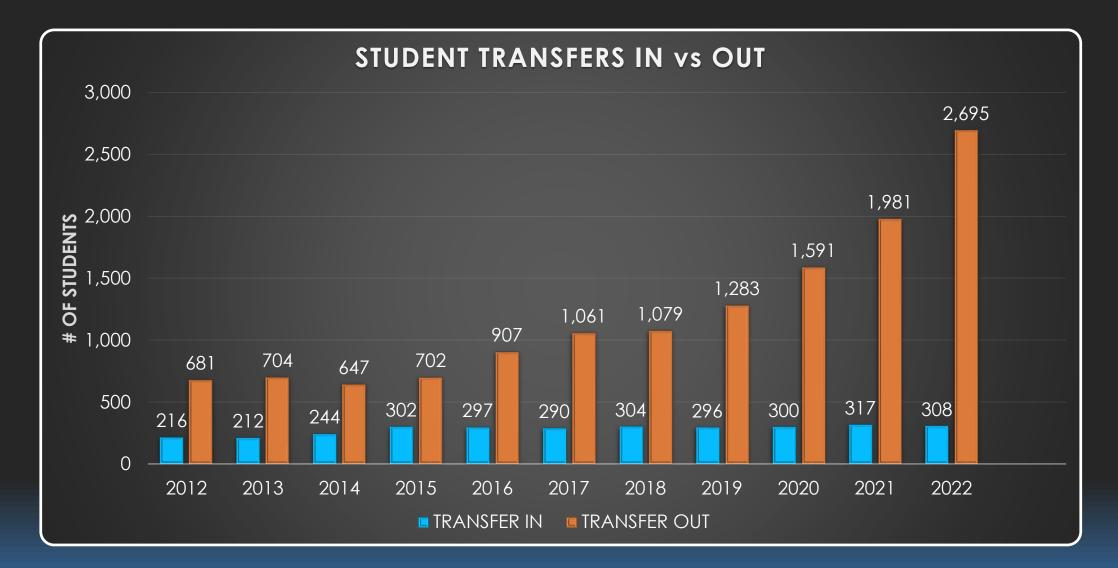
STUDENT TRANSFERS

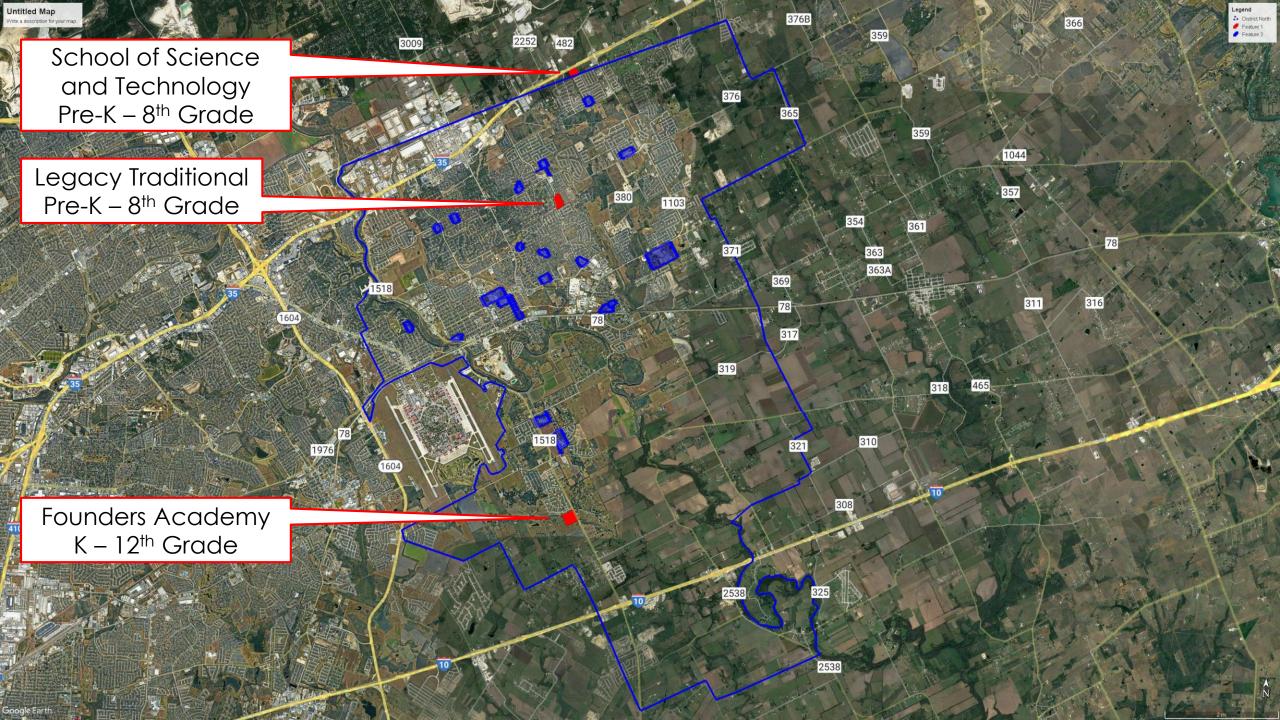
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First Year of School of Science and Technology First Year of Legacy Traditional School

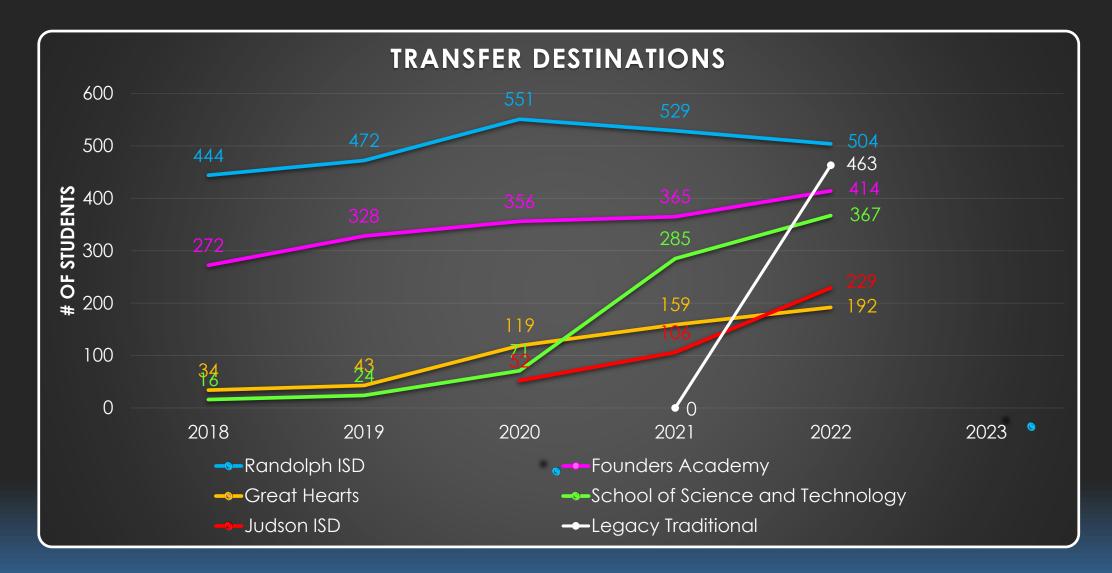
PEIMS YEAR	TRANSFER IN	TRANSFER OUT	DIFFERENCE
2012	216	681	-465
2013	212	704	-492
2014	244	647	-403
2015	302	702	-400
2016	297	907	-610
2017	290	1061	-771
2018	304	1079	-775
2019	296	1283	-987
2020	300	1591	-1291
2021	317	1981	-1664
2022	308	2695	-2387
2023	Data available in March		

STUDENT TRANSFERS IN VS. OUT

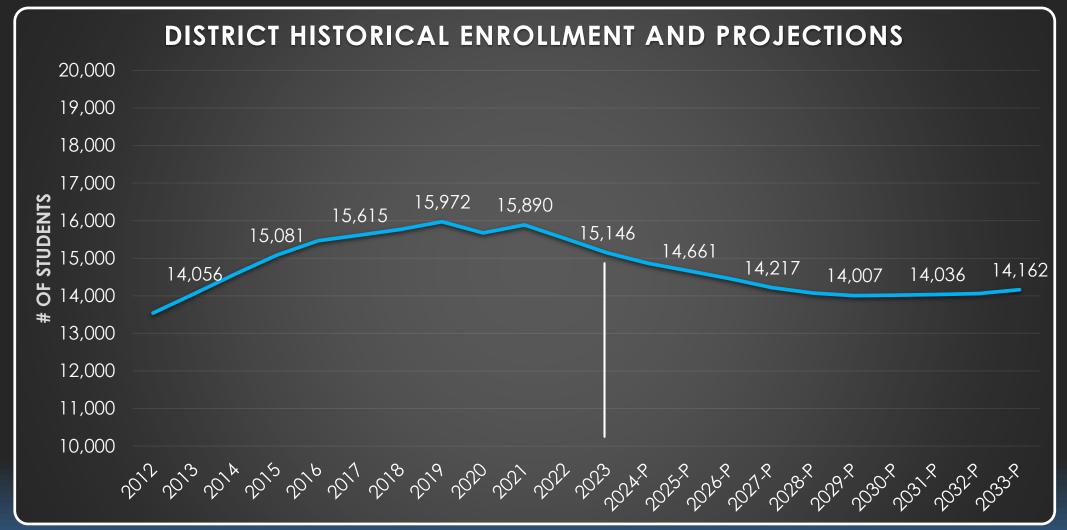




MAIN DESTINATIONS FOR TRANSFERS OUT



SO, HOW MANY STUDENTS WILL WE HAVE IN THE FUTURE?



ENROLLMENT PROJECTIONS

- OVER THE NEXT 6 YEARS OUR DISTRICT IS PROJECTED TO LOSE ON AVERAGE 1.3%
 OF OUR ENROLLMENT ANNUALLY.
 - 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
 - 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
 - INCOMING ELEMENTARY ENROLLMENT AND GRADUATING CLASSES BEGIN TO REACH A BALANCE
 - 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?

- PRIOR TO COVID AND AREA CHARTER SCHOOLS, SCUC WAS ESSENTIALLY THE ONLY OPTION FOR PARENTS MOVING INTO OUR GROWING COMMUNITY.
 - WHEN PROJECTING GROWTH, BIRTH RATES AND HOUSING GROWTH WERE THE ONLY TWO MAJOR VARIABLES WE HAD TO CONSIDER.
- BEGINNING 2017 WITH THE FIRST AREA CHARTER SCHOOL, PARENTS BEGAN TO EXERCISE THEIR CHOICE.
 - 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
- EX. SIPPEL ELEMENTARY HAS A DESIGN CAPACITY OF 750 STUDENTS
- FUNCTIONAL CAPACITY
 - 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

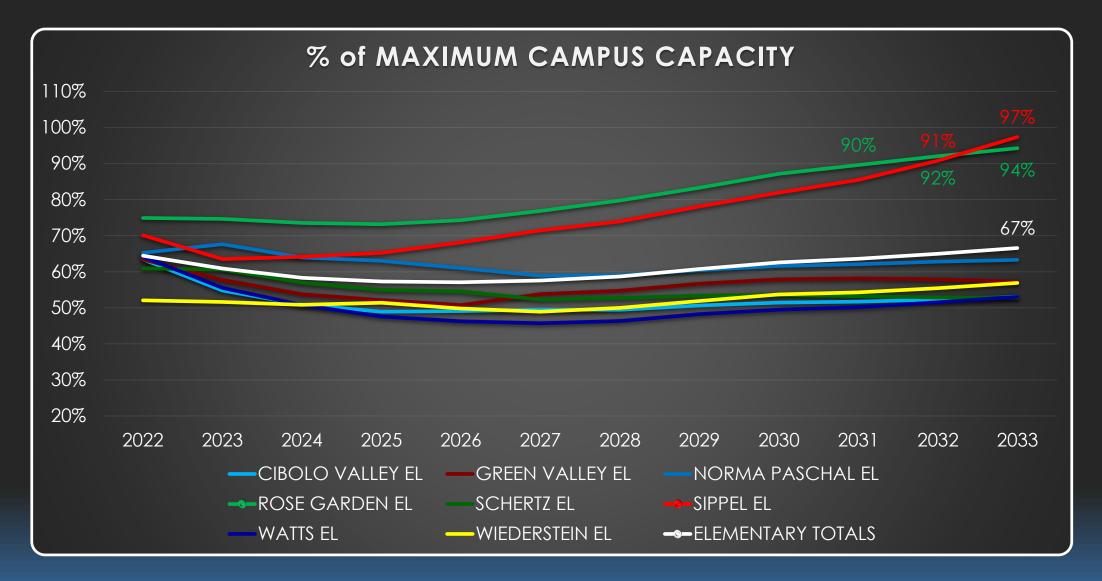
PLANNING USING OUR MAXIMUM CAPACITY

- 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
- TOOLS TO **REDUCE/MAINTAIN THE ENROLLMENT** OF A CAMPUS INCLUDE:
 - 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
- TOOLS TO **INCREASE THE CAPACITY** OF THE CAMPUS/DISTRICT INCLUDE:
 - o Adding Portable Classroom Buildings
 - ADDING TO OR RENOVATING THE EXISTING BUILDING
 - BUILDING A NEW CAMPUS TO THE DISTRICT

ELEMENTARY CAPACITIES

Campus	Functional Capacity	Max	Previous Year	Current PEIMS				ENRC	OLLMENT	PROJECTI	IONS			
	Cupucity	Cupucity	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

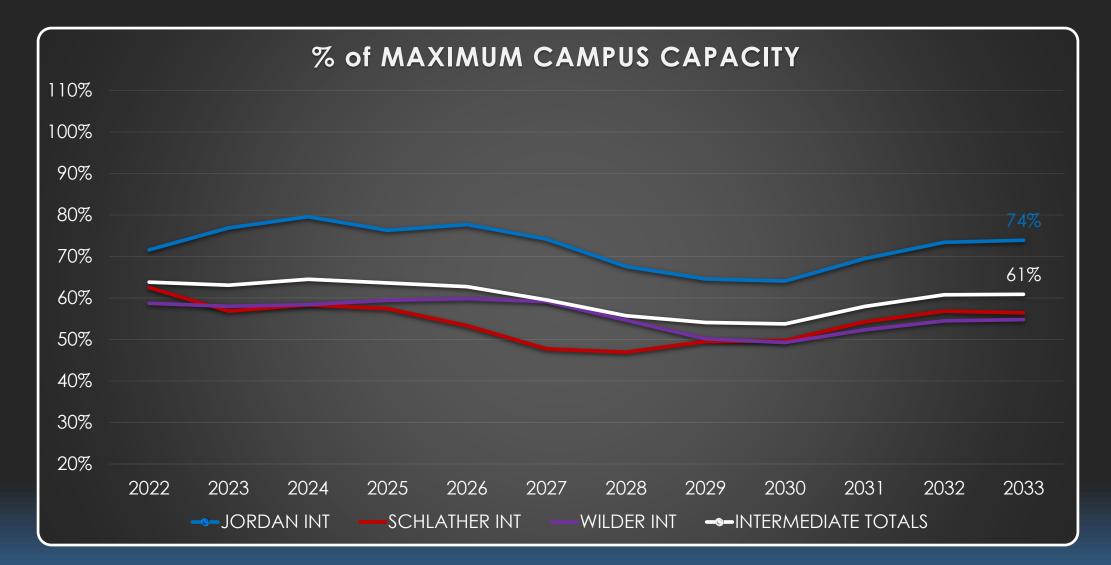
ELEMENTARY CAPACITIES



INTERMEDIATE CAPACITIES

Campus	Functional Capacity	Max	Previous Year	Current PEIMS				ENRC	OLLMENT	PROJECT	IONS			
	cupucity	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

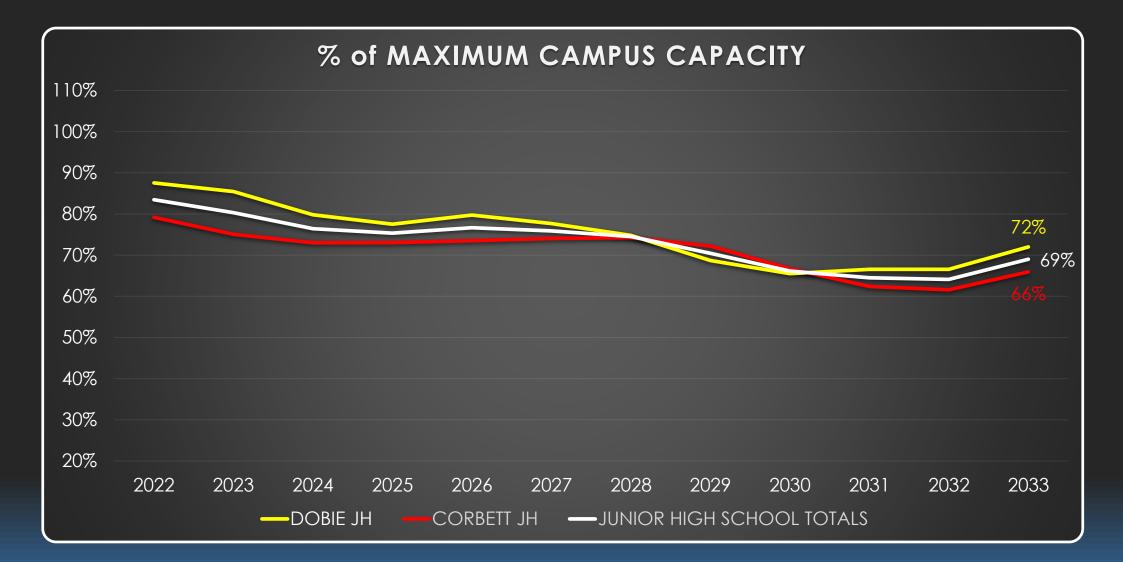
INTERMEDIATE CAPACITIES



JUNIOR HIGH CAPACITIES

Campus	Functional Capacity	Max	Previous Year	Current PEIMS				ENR	OLLMENT	PROJECTI	ONS			
	cupucity	capacity	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

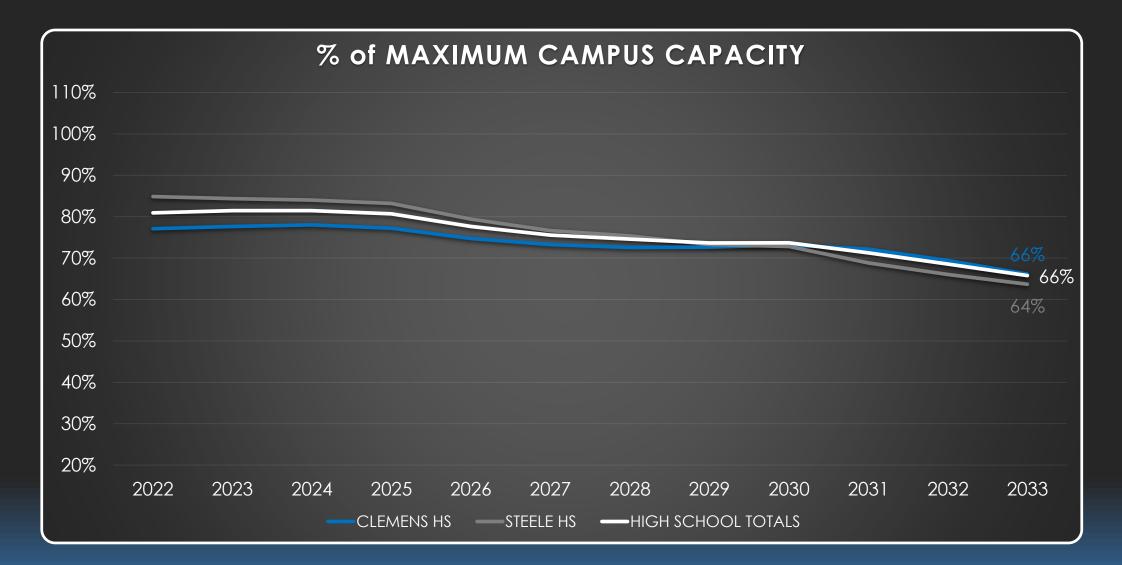
JUNIOR HIGH CAPACITIES



HIGH SCHOOL CAPACITIES

Campus	Functional Capacity	Max	Previous Year	Current PEIMS				ENRC	OLLMENT	PROJECT	ONS			
	Cupacity	cupucity	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

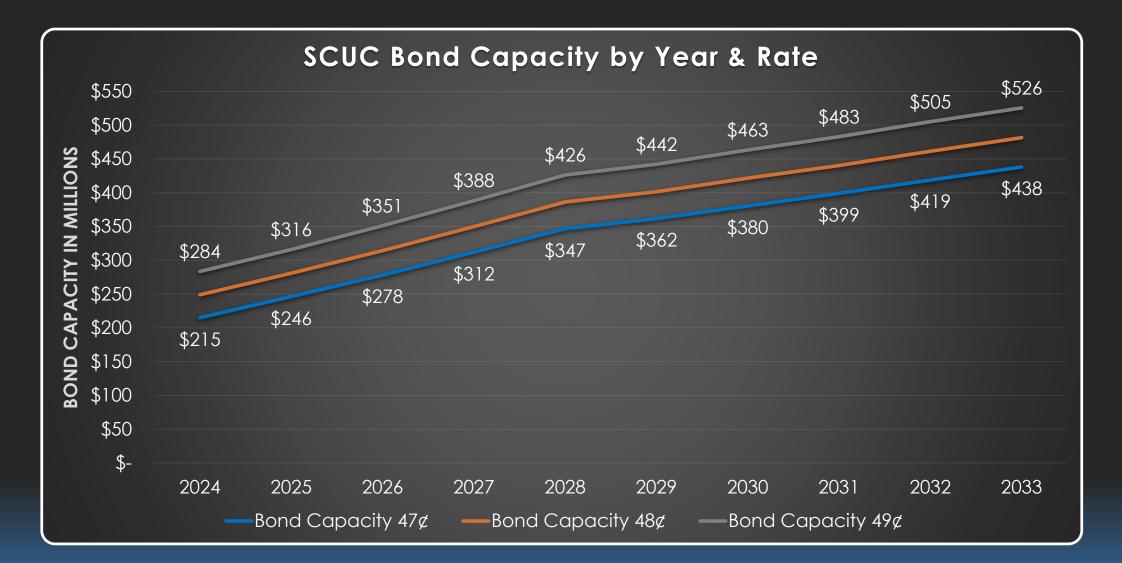
- ENROLLMENT
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 - TRANSFERS TO CHARTERS AND OTHER ISDS
- CAMPUS CAPACITY
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PROJECTING BONDING CAPACITY - SCUC

• PROJECTING TAX REVENUE

- Assumes NO refinancing for bond savings
 - o 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



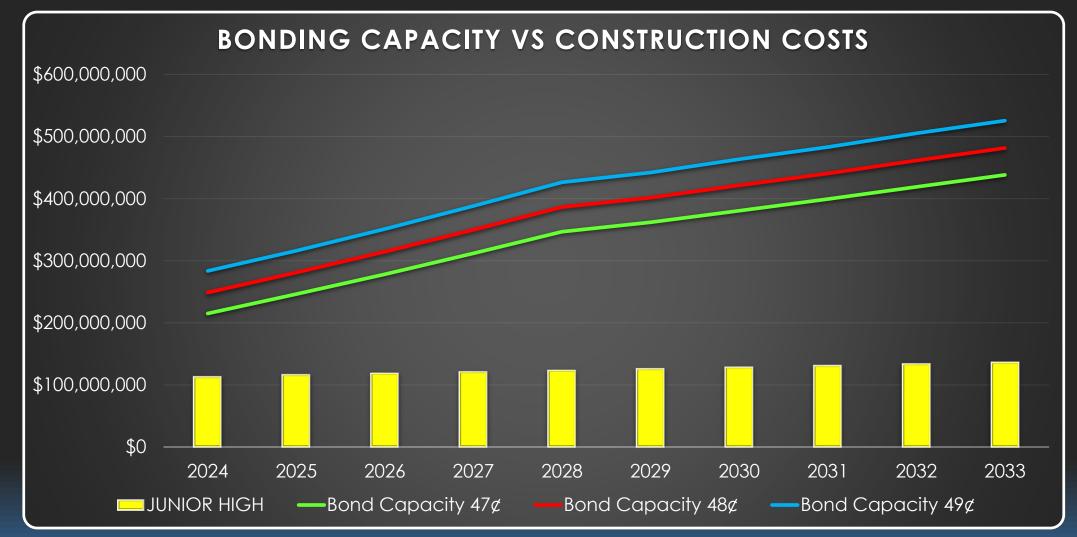
PROJECTING FACILITY COSTS - SCUC

- PROJECTING FUTURE COSTS OF NEW FACILITIES
 - o Fluctuating materials and labor costs make long-term projections difficult
 - The market has seen huge inflation over the last several years, but seems to have stabilized during 2023
 - o 2020-2023 we experienced 7-15% inflation annually
 - o PROJECTING PAST 2024
 - 0 3% ANNUAL INFLATION FOR 2024
 - \circ 2% annual inflation for 2025 and beyond
- CONSTRUCTION ESTIMATE RULES OF THUMB 2024 DOLLARS
 - HIGH SCHOOL \$235 MILLION
 - o JUNIOR HIGH SCHOOL \$113 MILLION
 - o INTERMEDIATE/ELEMENTARY \$72 MILLION

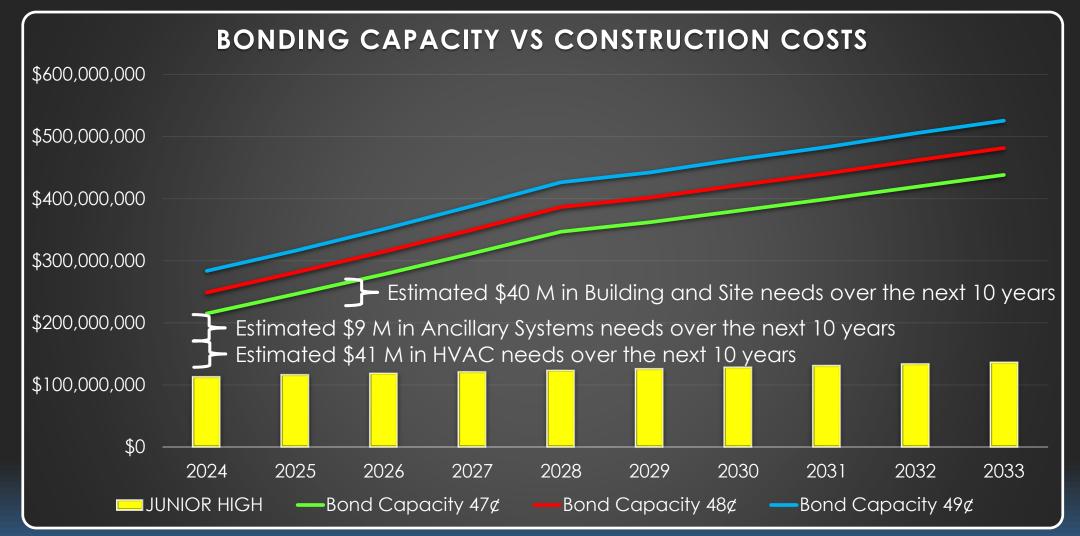
PROJECTING FACILITY COSTS - SCUC

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

- PRIOR TO COVID-19 SCUC ISD'S ENROLLMENT GROWTH HAD SLOWED TO 1% PER YEAR
- 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
 - 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

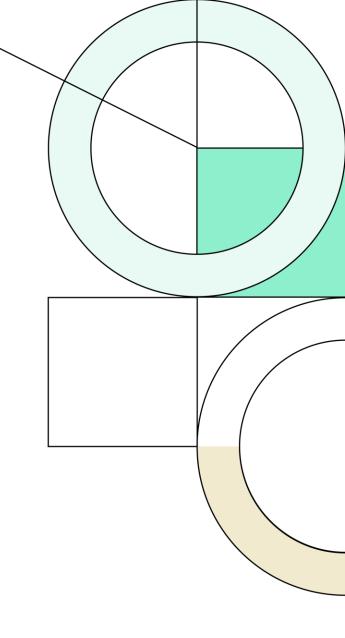
QUESTIONS/COMMENTS







Demographic Report



Annual Enrollment Change

																X		
																Total		
Year (Oct.)	EE/PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Growth	% Growth	L
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	РК	К	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

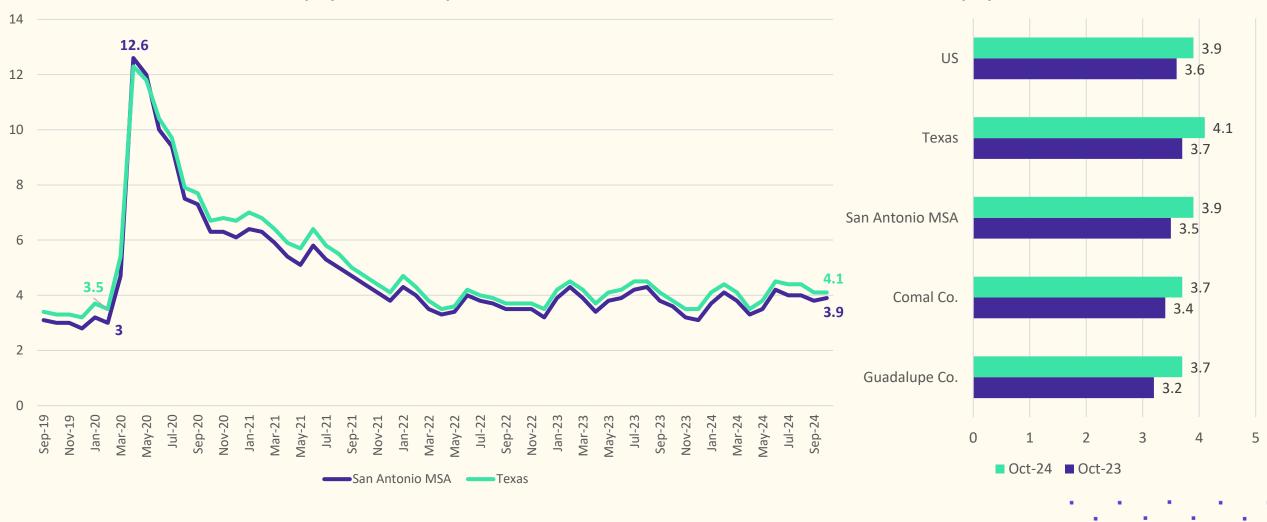




Unemployment Rate, Sept 2019 – Oct 2024



Unemployment Rate, Year Over Year





Housing Activity by MSA

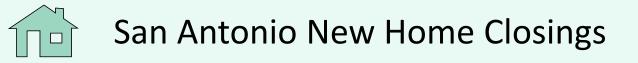
Top 25 Housing Starts Markets (3Q2024)

	•	•	12.1	12.1	÷.,	÷	÷.,	${\bf r}_{i,i}$	÷	÷	•	÷	÷	÷
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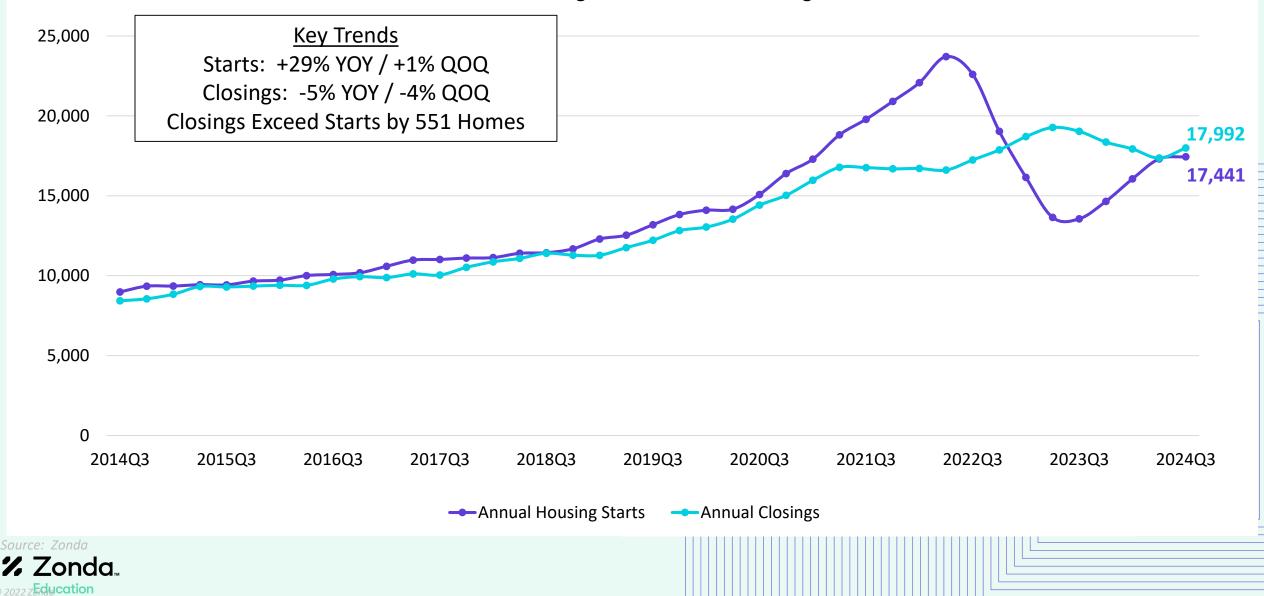
Rank	Market	3Q24 Annualized Starts	3Q24 YOY Change	3Q19 Annualized Starts	Change from 2019
1	Dallas	46,635	11%	33,560	39%
2	Houston	38,128	14%	29,712	28%
3	Phoenix	23,399	50%	21,093	11%
4	Atlanta	18,338	6%	22,899	-20%
5	San Antonio	17,751	33%	13,180	35%
6	Austin	16,663	11%	17,409	-4%
7	Orlando	14,595	-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





Annual Housing Starts vs. Annual Closings





San Antonio New Home Ranking Report

ISD Ranked by Annual Closings – 3Q24

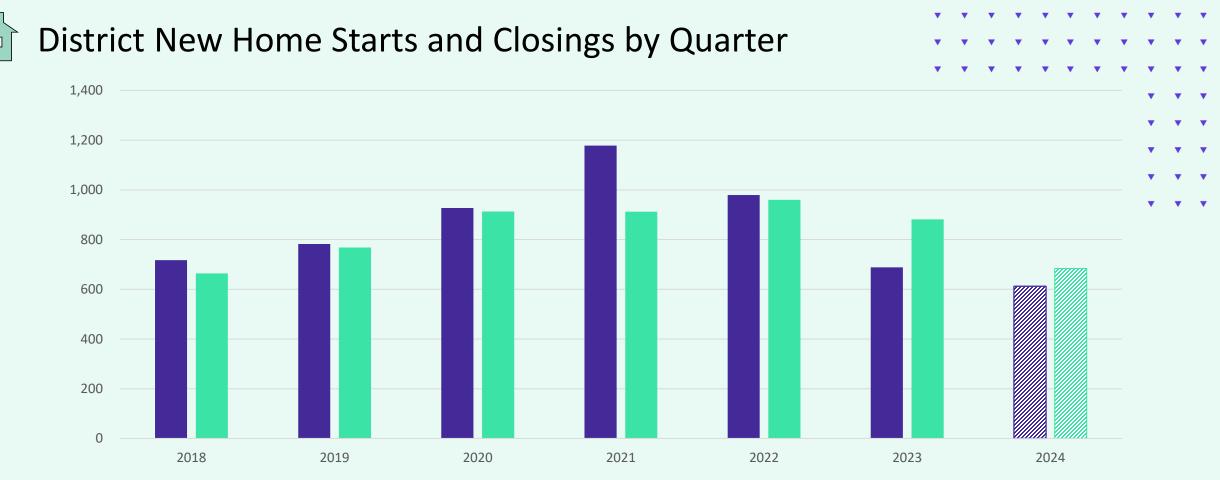
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•	•	•	•	•	•	•	•	•	•	•
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Rank	District	Annual Starts	Annual Closings	Inventory	VDL	Future	•	•	•	
1	NORTHSIDE ISD	3,637	3,710	1,999	6,305	21,310	•	•	•	
2	COMAL ISD	2,442	2,704	1,776	4,918	24,373	•	•	•	
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		: ر ر	<u></u>	/
15	MARION ISD	194	166	111	264	4,352		ر ر	$\int_{-\infty}^{\infty}$	1
16	FLORESVILLE ISD	127	139	54	205	0	/		: ر ا	/
17	SAN ANTONIO ISD	70	100	138	327	688		<u> </u>	/ /·	$\int_{-\infty}^{\infty}$
18	LYTLE ISD	88	73	50	334	1,046		: ر ر ر	1.	/
19	PLEASANTON ISD	49	64	25	83	0	/	ſ.	1	1
20	ALAMO HEIGHTS ISD	4	39	23	16	19		1	/ ·	/



* Based on additional research by Zonda Education

** Totals **DO NOT** include age-restricted communities



Annual Starts Annual Closings

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





Second highest activity in the category

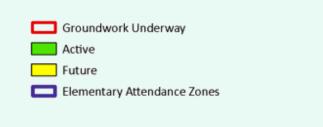
Third highest activity in the category

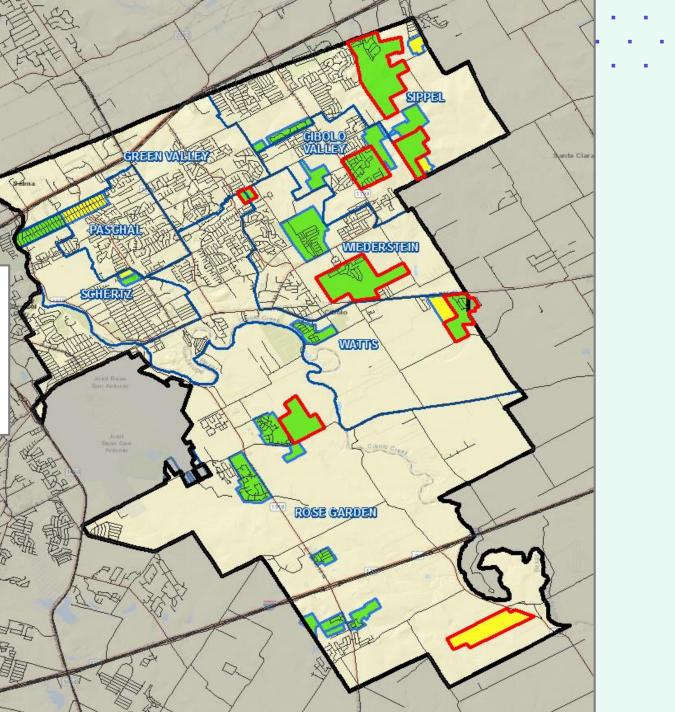






- The district has 24 actively building subdivisions
- Within SCUCISD there are 6 future subdivisions in various stages of planning
- Of these, groundwork is underway on approx.
 770 lots within 8 subdivisions
- 265 lots were delivered in the 3rd quarter





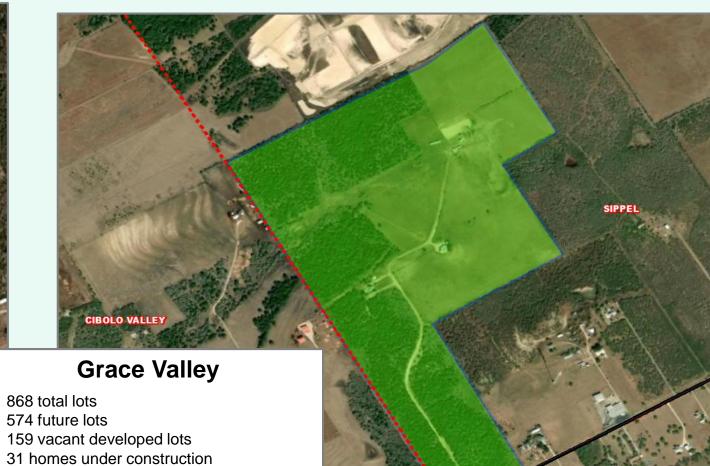


Education

Residential Activity

Nov 2024

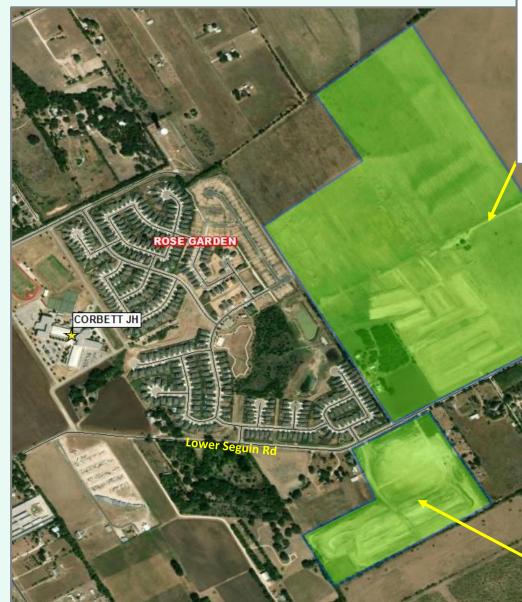




- 97 occupied homes
- Started 115 homes in last 12 months, started 28 homes in 3Q24
- Streets being paved for 162 lots in Phase 2
- Lennar
- \$237K+
- Current Student Yield = .20



Residential Activity





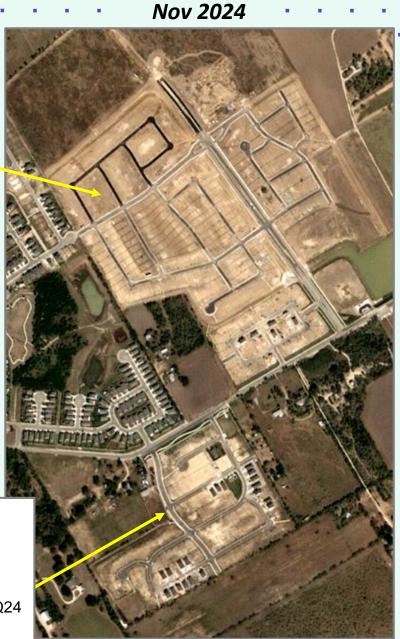
Saddlebrook Ranch

- 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+



- 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+

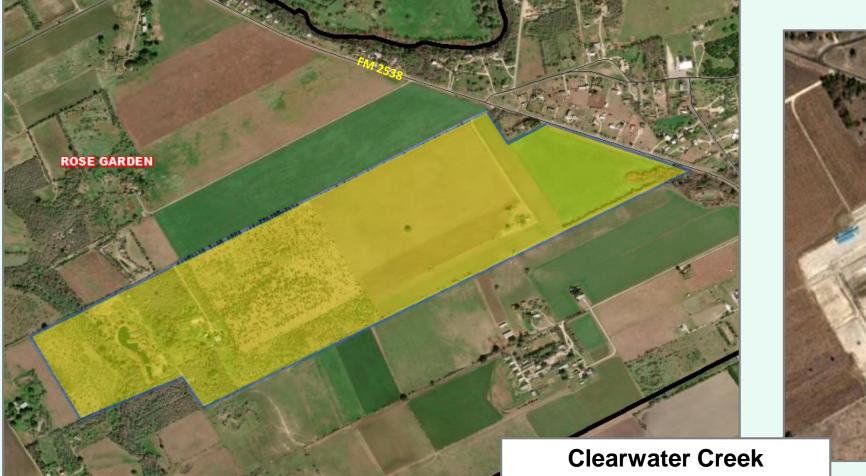
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Residential Activity

Nov 2024



- 1,156 total future lots
- Initial groundwork underway on 104 lots
 - in Phase 1
- Lennar

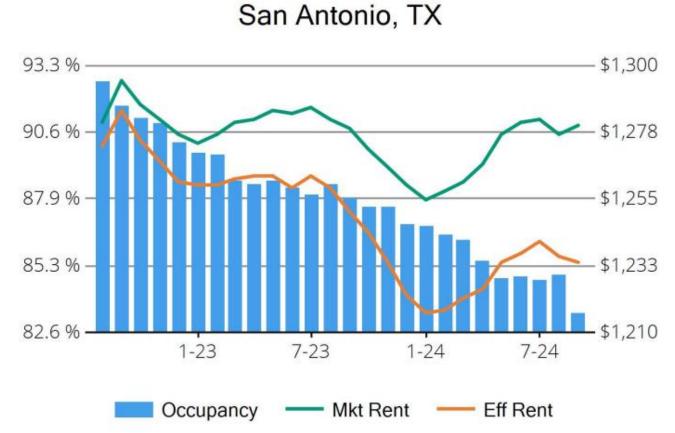
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Housing Market Trends: Multi-family Market- September 2024

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 ٠ 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



% Zonda...

Education

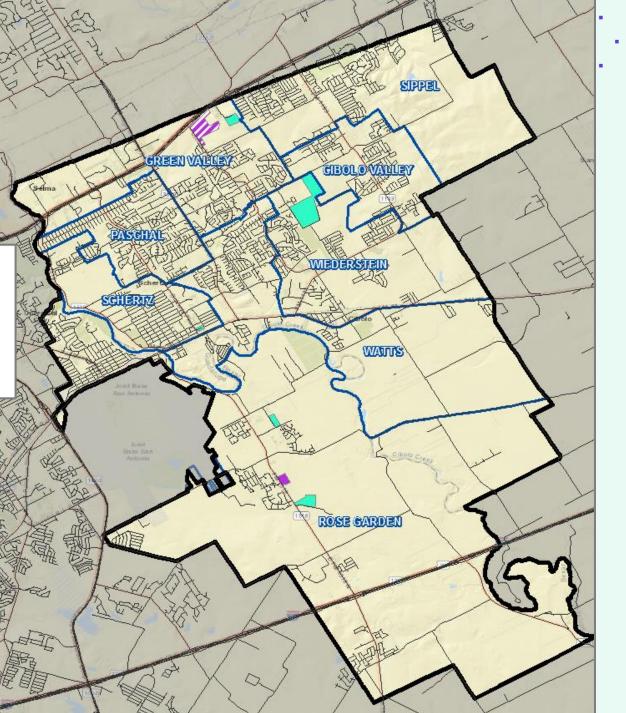
Future Single Family Rental



Apartment Under Construction

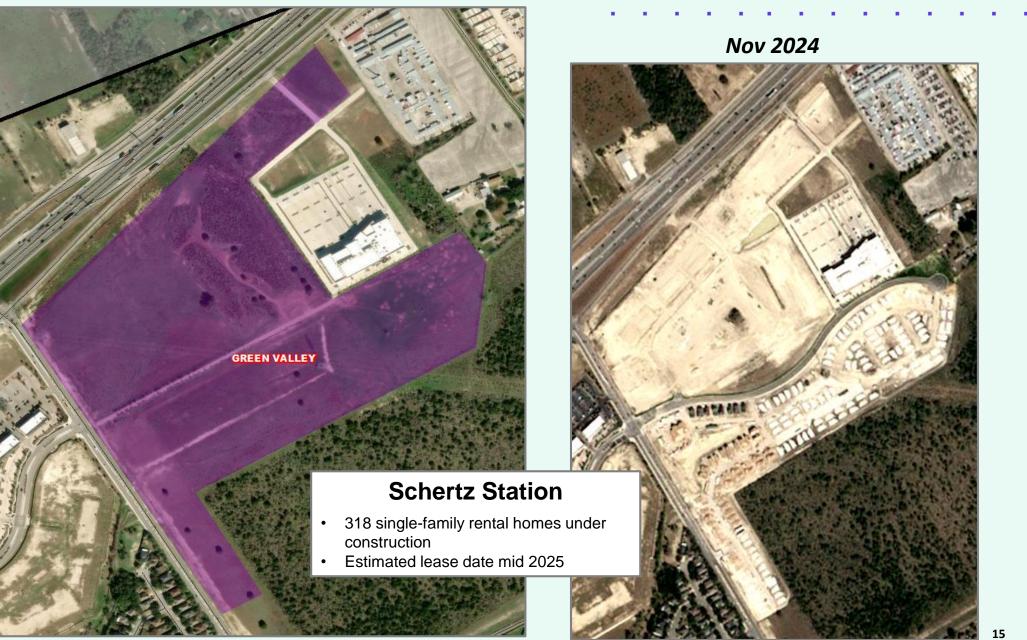
Mobile Home Under Construction

Single Family Rental Under Construction





Residential Activity







Residential Activity

Aviator 1518

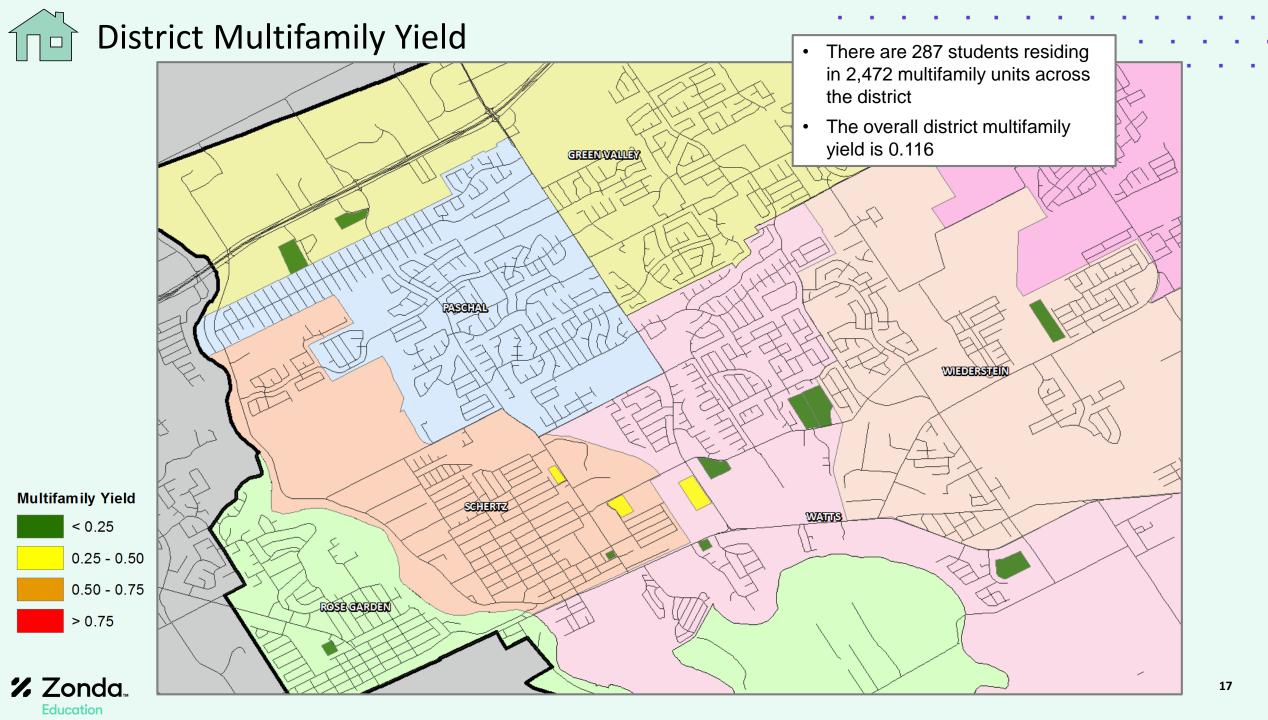
- 300 apartment units under construction
 - Estimated lease date mid 2025

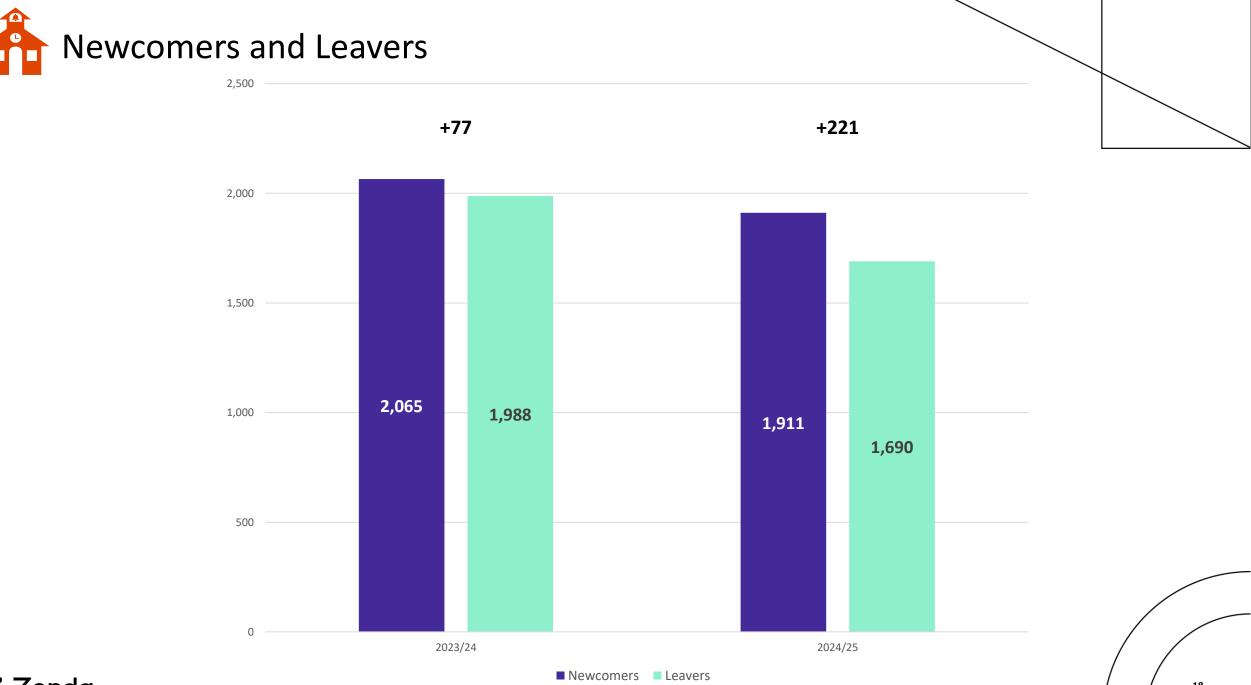






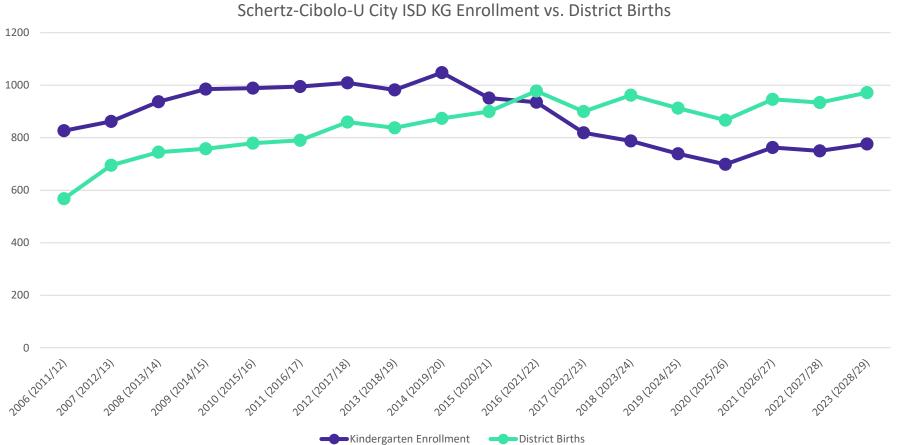






% Zonda... Education





	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	Growth	
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



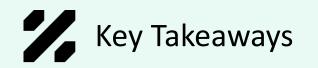


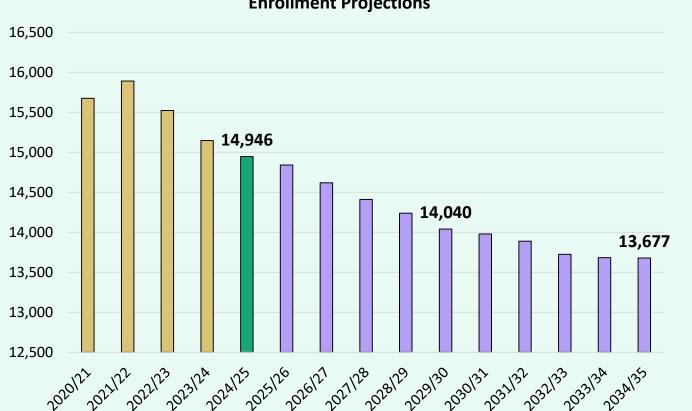
Ten Year Forecast by Campus

			Fall				[ENROLLME	ENT PROJEC	CTIONS			
Campus	Functional	Max											
	Capacity	Capacity	2024/25	2025/26		2027/28			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
SIPPEL EL	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

Zonda_m

Yellow box = exceeds Functional capacity Pink box = exceeds Max capacity 21





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



Ordinance 25-S-023

Proposed Zone Change to R-2 along Trainer Hale Road 62 acres

Daisy Marquez | Planner





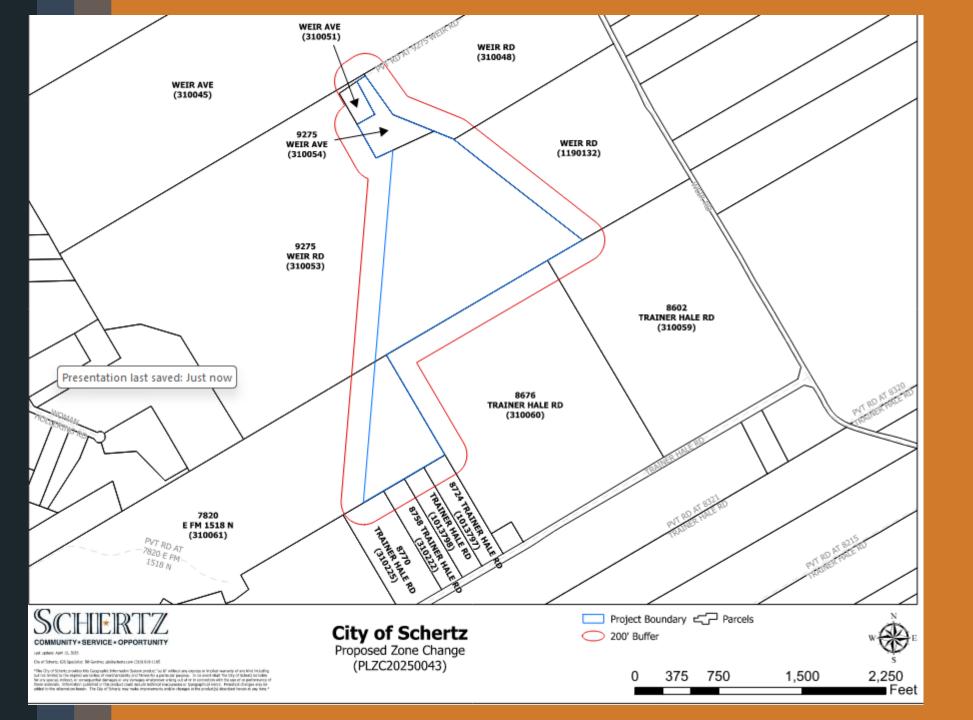




	Zoning	Use
Subject Property	Pre-Development District (PRE) & Planned Development District (PDD)	Undeveloped
North	Pre-Development District (PRE)	Undeveloped, Agriculture, and Residential
South	Single-Family Residential District (R- 1), Pre-Development District (PRE) & Agricultural District (AD)	Undeveloped, Agriculture, and Residential
East	Pre-Development District (PRE); Single- Family Residential/ Agricultural Distri ct (AD); Single- Family Residential District (R-2)	Undeveloped, Agriculture, and Residential
West	Planned Development District (PDD) & Pre-Development District (PRE)	Undeveloped, Agriculture, and Residential

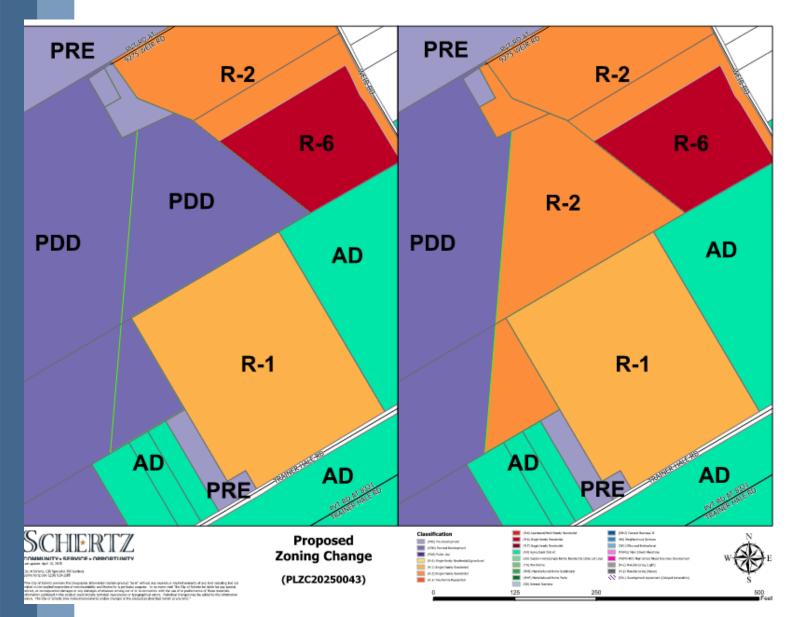
- 62 Acres
- unplatted





- 13 public notices were sent on April 21, 2025
 - (3) in favor
 - (0) Neutral
 - (3) in Opposition
- Notice was published in the "San Antonio Express"
- Notice Sign
- P&Z May 7, 2025





- 62 Acres
- Single-Family Residential District (R-2)





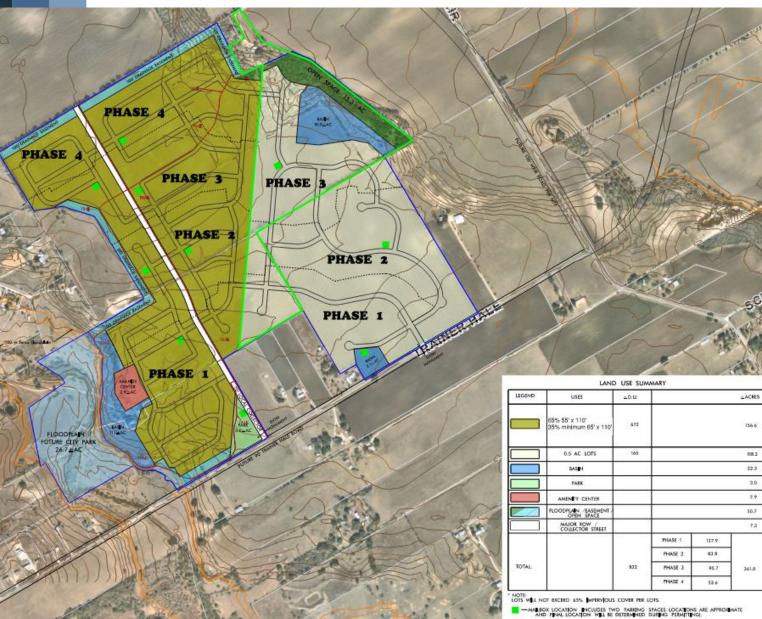
Sterling Grove PDD Table One-Dimensional Requirements Min Lot Size Min. Yard Setback Min. Of Street

		1	Min Lot Siz	e	Min. Yard Setback			Min. Off- Street Parking Spaces	Misc. Requirements		
Code	Classification	Area sf	Width ft	Depth ft	Front ft	Side ft	Rear ft	Parking	Max. Ht.	Max. Cover	
SFR1	Single Family	6,050	55	110	20*	10	15**	2	35	60%	
SFR2	Single Family	7,150	65	110	20*	10	15**	2	35	60%	
0.5 Ac	Single Family	21,780	N/A	N/A	25	10	15	2	35	50%	

Sterling Grove PDD (Ordinance 22-S-28)

- Originally 362 Acres
- 832 single-family homes

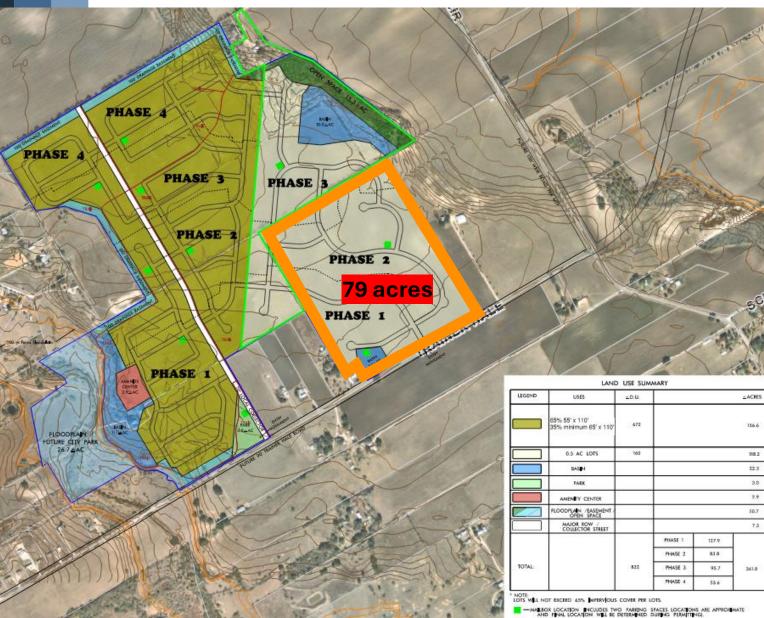




- Sterling Grove PDD (Ordinance 22-S-28)
 - Originally 362 Acres
 - 81% 55-foot or 65-foot wide lots
- Ordinance 24-S-149: Poppy Hills
 - 79-acres to R-1
 - Along Trainer Hale Rd
 - Removed parts of Phase 1,2 & 3 of Sterling Grove PDD
- **Proposing:**

- Remove 62-acres to R-2
- Resolve access issues from the alteration of Sterling Grove MDP



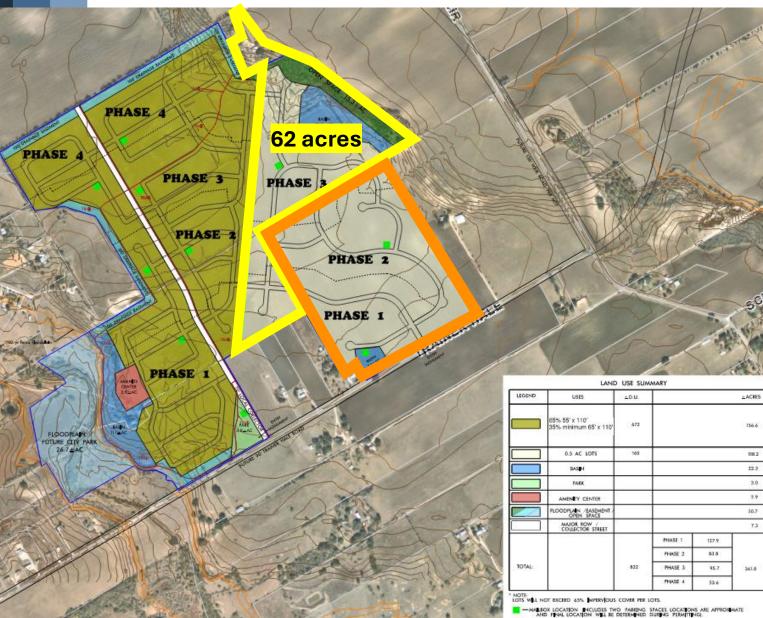


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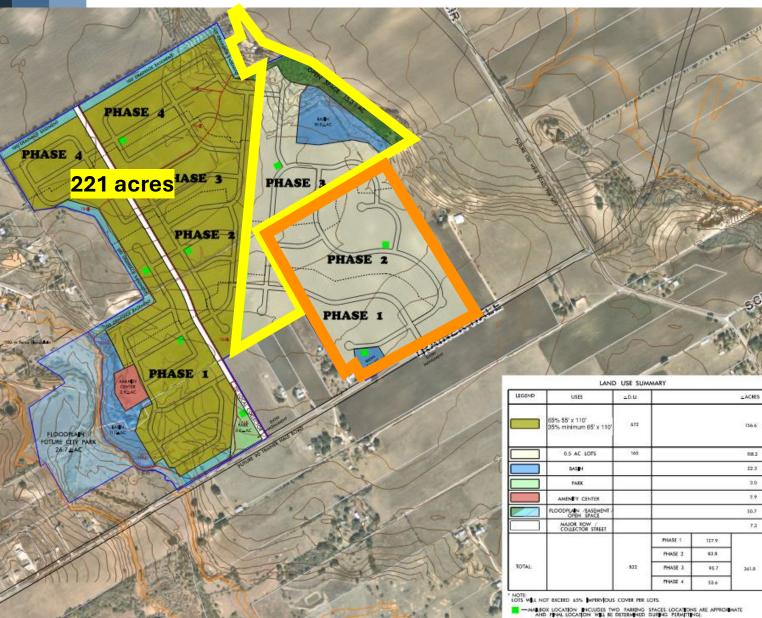


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- Sterling Grove PDD (Ordinance 22-S-28)
 - Originally 362 Acres
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- **Proposing:**

- Remove 62-acres to R-2
- Resolve access issues from the alteration of Sterling Grove MDP



	Table 21.5.7. Dimensional Requirements Residential Zoning											
			Minimum lot Size Dimensions			Minimum Yard Setback				Miscellaneous Requirements		
	Code	Zoning District	Area Sq.Ft.	Width Ft.	Depth Ft.	Front Ft.	Rear Ft.	Side Ft.	Minimum Off-Street Parking	Max Height	Maximum Impervious Coverage	
Existing	PRE	Pre-Development District	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Existing	PDD- SFR1	Planned Development District (Sterling Grove PDD)	6,050	55	110	20	10	15	2	35	60%	
Existing	PDD- SFR2	Planned Development District (Sterling Grove PDD)	7,150	65	110	20	10	15	2	35	60%	
Existing	PDD-0.5 Acre	Planned Development District (Sterling Grove PDD)	21,780	N/A	N/A	25	10	15	2	35	50%	
Proposed	R-2	Single-Family Residential District	8,400	70	120	25	10	20	2	35	50%	

SCHERTZ COMMUNITY. SERVICE. OPPORTUNITY. 11

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



- Mix of Residential and Neighborhood Commercial
- Factors to consider:
 - Roadway classification
 - Conflicts among land uses
 - Undue concentration/ diffusion of population
- Proposes larger lots than what is allowed in Sterling Grove PDD



Complete NEIGHBORHOOD

Complete Neighborhoods are general areas characterized by a mixture of housing options with supporting land uses, such as neighborhood commercial. These areas should promote connectivity and foster a more bikeable and walkable development pattern. When considering appropriateness of housing density or commercial activity, factors such as roadway classification, conflicts among land uses and buildings, as well as the undue concentration or diffusion of population should be considered.





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 proposed Single-Family Residential District (R-2) acts as a transition from the smaller lots in the Sterling Grove PDD to the surrounding agricultural uses



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

area;



- Proposed Single-Family Residential District (R-2)
 - 8,400 square foot residential lot
- R-2 is compatible and consistent with the surrounding area



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

- The Planning and Zoning Commission did not provide additional criteria for the proposed zone change.
- SCUC ISD was notified.
- Fire, EMS, and Police have been notified and have not provided objections.



Recommendation

Staff Recommendation:

Due to the compatibility of the proposed Single-Family Residential District (R-2) with the immediate area and the Complete Neighborhood Land Use Designation of the Comprehensive Plan, Staff recommends approval of Ordinance 25-S-023.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission met on May 7, 2025, held a public hearing for the item, and made a recommendation of approval to City Council with a unanimous vote.



Sterling Grove Rezoning Schertz Planning & Zoning Commission – 5.7.25

Property

Acreage: Approx. 61.722 acres

Current Zoning: "PRE" Predevelopment District and "PDD" Planned Development District

Rezoning Request: "R-2" Single Family Residential

Purpose of Rezoning: to allow for the development of a single-family residential project.



Subject Property

1.0

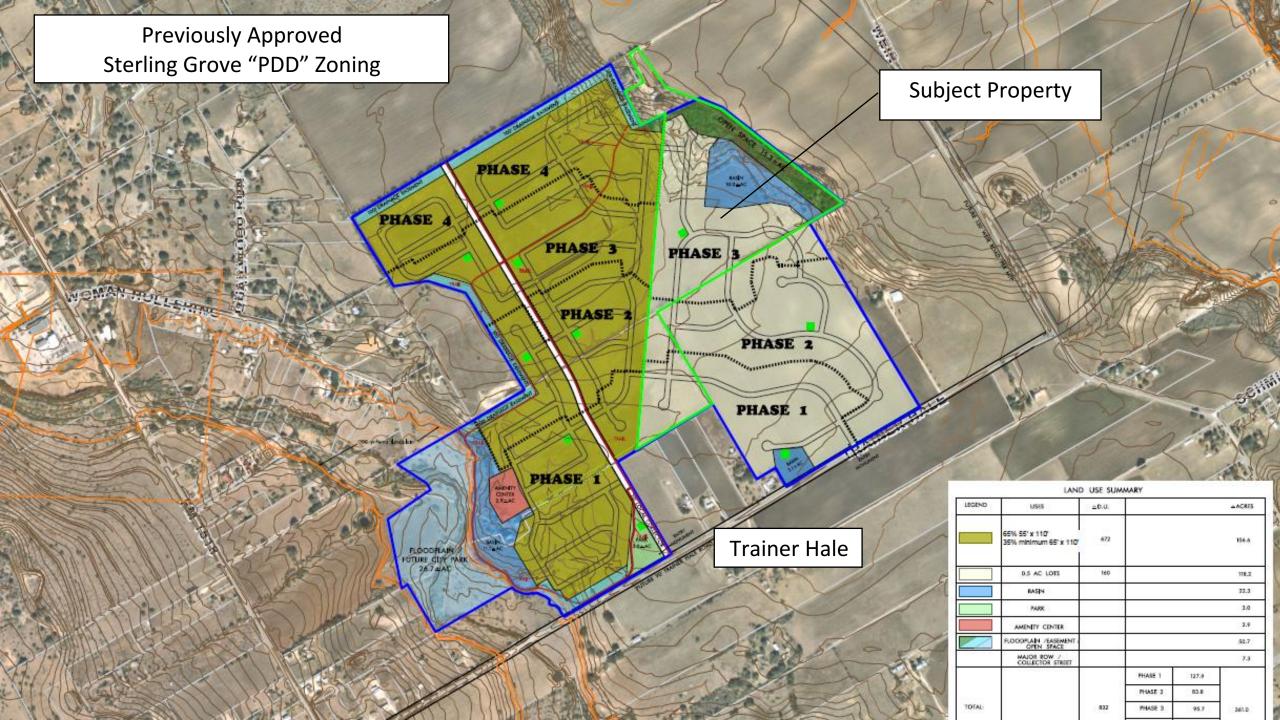
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Trainer Hale

1518,



CITY COUNCIL MEMORANDUM

City Council Meeting:	June 03, 2025
Department:	Planning & Community Development
Subject:	Ordinance 25-S-021- Conduct a public hearing and consider a request to rezone approximately 4.15 acres of land from General Business District (GB) to General Business District-2 (GB-2), generally located approximately 900 feet east of the intersection of FM 1518 and Maske Road, known as 46 Maske Road and 44 Maske Road, Lots 3 and 4, Block 1 of the Maske Road Business Park Subdivision, more specifically known as Guadalupe County Property Identification Numbers 199116, and 199117, City of Schertz, Guadalupe County, Texas. (B.James/L.Wood/W.Willingham)

BACKGROUND

Per the applicant's letter of intent, the applicant is proposing to rezone approximately 4.15 acres of land from General Business District (GB) to General Business District-2 (GB-2) to develop flex industrial buildings for office-warehouse use. The property is platted and is currently undeveloped. The site is located within the Accident Potential Zone II (APZ II) for JBSA Randolph Air Force Base.

On April 25, 2025, 11 public hearing notices were mailed to the surrounding properties within a 200-foot notification boundary of the subject property. At the time of the staff report, one (1) response in favor, zero (0) responses neutral, and zero (0) responses in opposition have been received.

The Planning and Zoning Commission held a public hearing for the item on May 7, 2025.

A public hearing notice was published on May 14, 2025 in the "San Antonio Express." Additionally, one (1) notification sign was placed on the subject property.

Subject Property

	Zoning	Land Use			
Existing	General Business District (GB)	Undeveloped			
Proposed	General Business District-2 (GB-2)	Office- Warehouse/Distribution Center			

Adjacent Properties

	Zoning	Land Use
North	Right of Way	Maske Road (Commercial Collector - A)
South	General Business District-2 (GB-2)	Office- Warehouse/Distribution Center
East	General Business District (GB)	Undeveloped
West	General Business District (GB)	Undeveloped

GOAL

Per the applicant's letter of intent, the applicant is proposing to rezone approximately 4.15 acres of land from General Business District (GB) to General Business District-2 (GB-2) to develop flex industrial buildings for office-warehouse use.

	Code	Zoning District	Area Sq Ft	Width (ft)	Depth (ft)	Front (ft)	Side Adj Non-Residential (ft)	Rear Adj Non-Residential (ft)	Max. Height (ft)	Max. Impervious Coverage	
Existing	(GB)	General Business	10,000	100	100	20	0	0	120	80%	
Proposed	(GB-2)	General Business-2	10,000	100	100	20	0	0	120	80%	

Dimensional and Developmental Requirements (Sec. 21.5.7.B)

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

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

The Comprehensive Land Plan is a guiding document for the long-range vision of Schertz and designates this area as "Industrial Hub." Industrial Hub is intended for developments such as manufacturing warehouses, processing, and distribution centers, and can buffer industrial areas to transition to other land uses by developing flex buildings or research and development. The applicant is requesting a zone change from General Business District (GB) to General Business District-2 (GB-2) to develop flex industrial buildings for office-warehouse use. Office-warehouse land use is consistent with the Industrial Hub designation and thus implements the policies established by the Comprehensive Land Plan.

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

As part of promoting health, safety, and general welfare, zone change requests should align with the Unified Development Code (UDC) and city policy. The subject property is located within the Air Installation Compatible Use Zone District (AICUZ). More specificially, this property is located within the Accident Potential Zone II (APZ II). These zones are established to provide control on encroachment around a military airfield per UDC Sec. 21.5.9.A, which requires that Randolph Air Force Base (RAFB) affirmatively recommend to the City that the proposed zone change be permitted. Based upon an evaluation of noise pollution and the high risk potential of aircraft accidents, RAFB has affirmatively recommended the zone change request from General Business District (GB) to General Business District-2 (GB-2). Therefore, the proposed zone change aligns with the UDC and city policy.

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

The subject property is currently undeveloped and is located directly adjacent to an area with numerous properties zoned as General Business District-2 (GB-2). General Business District-2 (GB-2) is intended to provide suitable areas for the development of non-residential and light industrial uses that serve the entire community. Therefore, given the current conditions of the surrounding area, a rezone to General Business District-2 (GB-2) does meet the intent of the UDC and is appropriate with the existing uses in the immediate area. The land uses permitted in General Business District-2 (GB-2) are listed in UDC Section 21.5.8 -Permitted Use Table.

Existing Zoning District	Proposed Zoning District
General Business District (GB)	General Business District-2 (GB-2)

Permitted	Use	Table	(Sec.	21.5.8)*
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Permitted Uses	 Appliances, Furniture and Home Furnishing Store Building Material and Hardware Sales Car Wash, Automated Commercial Amusement, Indoor 	 Appliances, Furniture and Home Furnishing Store Building Material and Hardware Sales Car Wash, Automated Commercial Amusement, Indoor Auto Repairs and Service, Major Office Warehouse/Distribution Center Mini-Warehouse/Public Storage (SUP)
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*The permitted use table shown is a non-exhaustive list. For a complete list of permitted uses, see UDC Section 21.5.8- Permitted Use Table.

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

All UDC requirements have been met for the proposed zone change. City of Schertz Fire, EMS, and Police Departments have been notified of the zone change and have provided no objections to the request.

JBSA Randolph has been notified of the zone change request by the City of Schertz and, per the 2017 Air Installations Compatible Use Zones (AICUZ) Study, JBSA finds warehousing and storage services to be permitted within this area of the Accident Potential Zone (APZ) II with a maximum Floor-to-Area Ratio (FAR) of 2.0. Per their independent review, JBSA affirmatively recommends approval of the zone change request.

RECOMMENDATION

STAFF RECOMMENDATION

Due to the character of the surrounding area, the consistency with the Comprehensive Land Plan, and the affirmative recommendation of the proposed zone change from JBSA Randolph, staff recommends approval of Ordinance 25-S-021.

COMMISSION RECOMMENDATION

The Planning and Zoning Commission met on May 7, 2025, and made a recommendation to approve Ordinance 25-S-021 with a 7-0 vote to City Council.

Attachments

Ordinance 25-S-021 with attachments Aerial Exhibit Public Hearing Notice Map Public Hearing Responses Zoning Exhibit City Council Presentation Slides Applicant Presentation Slides

ORDINANCE 25-S-021

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO REZONE APPROXIMATELY 4.15 ACRES OF LAND FROM GENERAL BUSINESS DISTRICT (GB) TO GENERAL BUSINESS DISTRICT-2 (GB-2), MORE SPECIFICALLY KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBERS 199116 AND 199117, ALSO KNOWN AS 46 MASKE ROAD AND 44 MASKE ROAD, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application for a request to rezone approximately 4.15 acres of land from General Business District (GB) to General Business District-2 (GB-2), generally located approximately 900 feet east of the intersection of Maske Road and FM 1518, known as 46 Maske Road and 44 Maske Road, Lots 3 and 4, Block 1 of the Maske Road Business Park Subdivision, more specifically known as Guadalupe County Property Identification Numbers 199116, and 199117, City of Schertz, Guadalupe County, Texas, 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 May 7, 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 with a 7-0 vote; and

WHEREAS, on June 3, 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/Agricultural District (R-A).

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, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A" Property Description: Legal Metes and Bounds

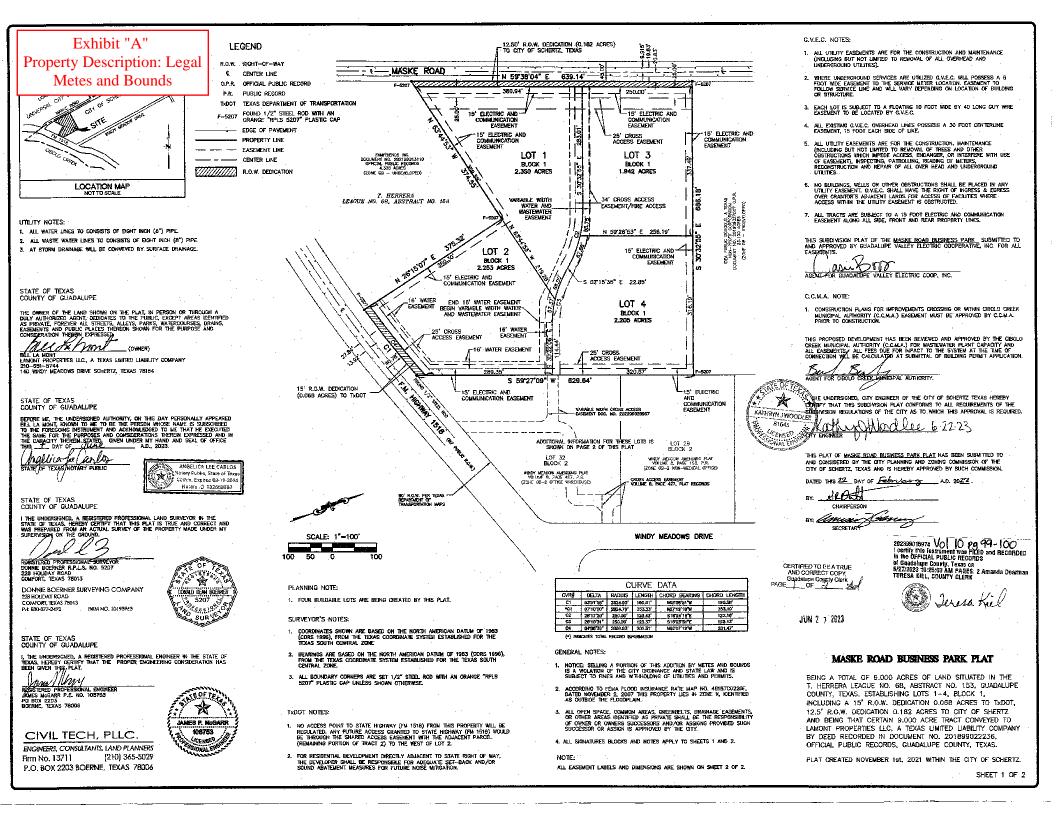
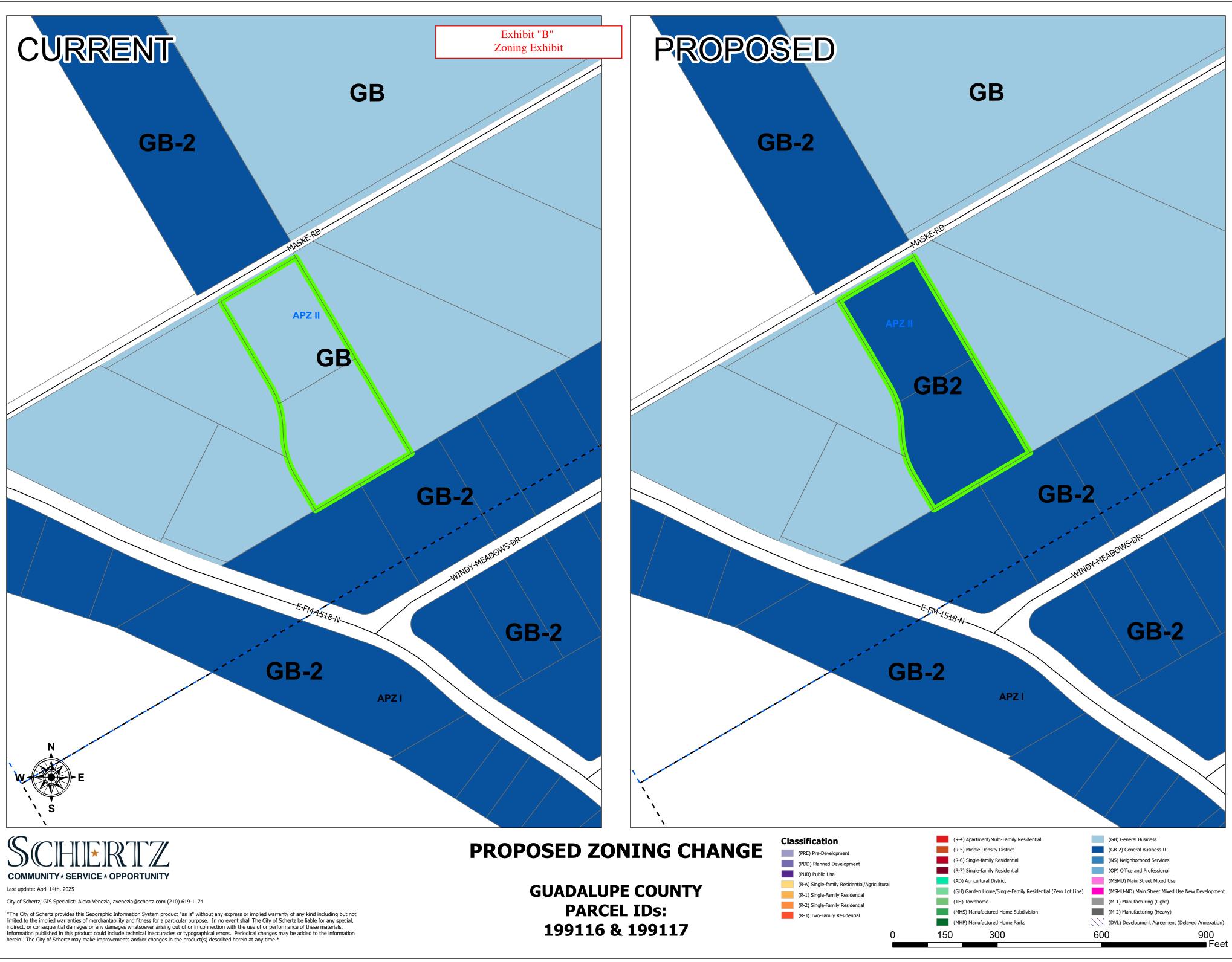


Exhibit "B" Zoning Exhibit



137348 **CITY OF** SCHERTZ

Maske Re

64587 MOORE PETER J&SARAH

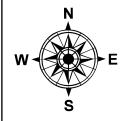
64557 BIEGERT **PROPERTIES LTD**

199114 LAMONT **PROPERTIES LLC**



199115 LAMONT **PROPERTIES LLC**

158978 LAMONT PROPERTIES LLC



Guadalupe County Bexar County



FM 157P

PARCEL IDs: 199116 & 199117

EFM 1518 NFM 11FM 1518

PLZC20250055



Not Freeway ✓ Principal Arterial Planned Principal Arterial Secondary Arterial Planned Secondary Arterial Secondary Rural Arterial

Planned Secondary Rural Arterial ✓ Residential Collector Planned Residential Collector Planned Commercial Collector B Commercial Collector A Planned Commercial Collector A



-ste Re



<u>∕</u> 1" ∕_ 2" / 3" <u>~</u>4" ~ 6"

~ 8" **~~** 10" **~** 12" **~~** 16" **~~** 18"

~~ 20" **~~___** 24" **~~** 30" **~~** 36" — Unknown

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Windy Meadows Dr

🔨 Schertz Gravity Chertz Pressure ✓ Neighboring Gravity Private Pressure

& JOSEPHINE A ALL

A7063

OF P

🔶 Hydrant Manholes PS CCMA Lift Station PS Private Lift Station 0

PS Schertz Lift Station WTP CCMA Treatment Plant WTP Schertz Treatment Plant

50 100

Windy Meadows Dr

etj

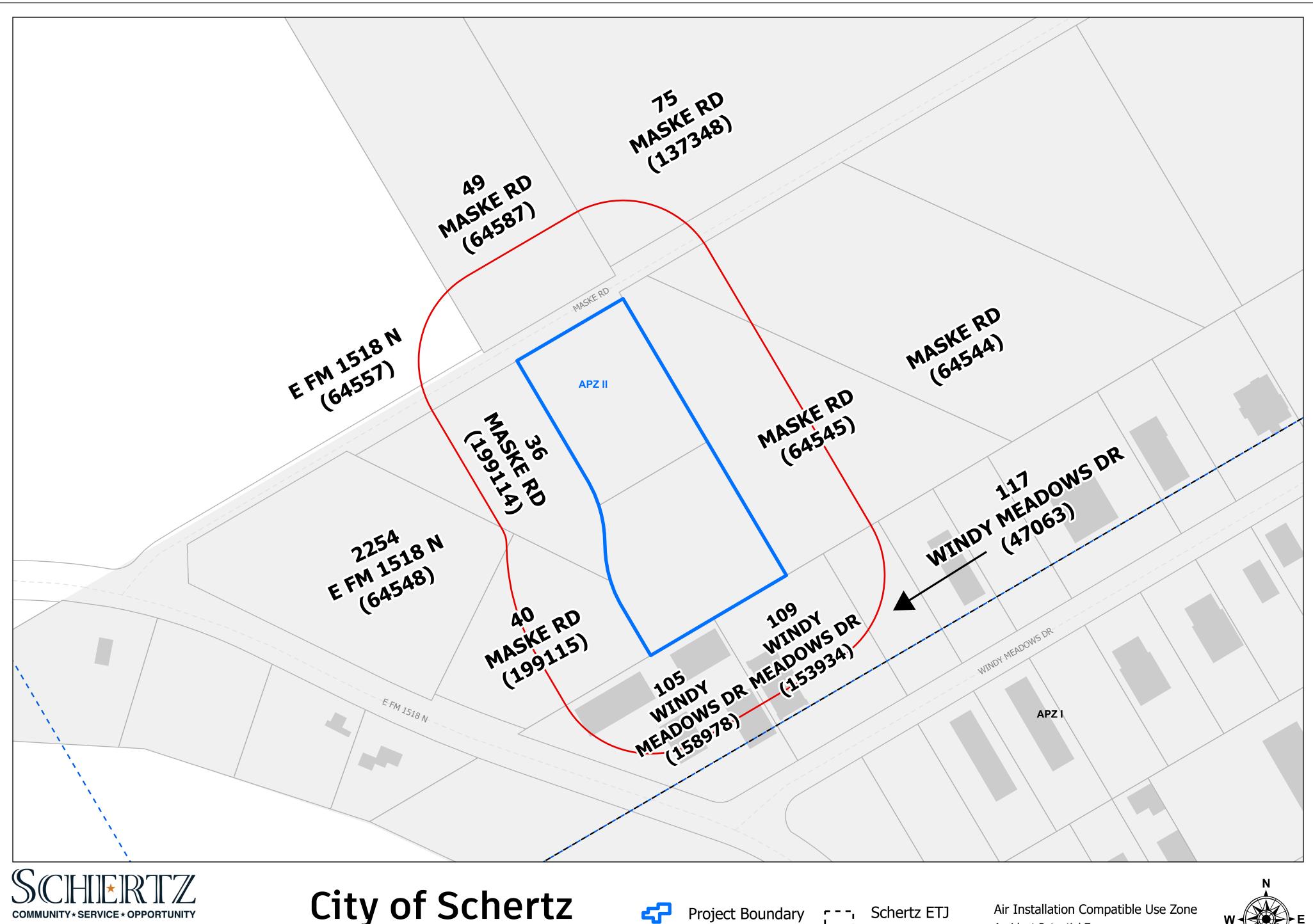
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County Boundaries Schertz Municipal Boundary

ALL BERE A

FM 10

300 Feet





Last update: April 14th, 2025

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

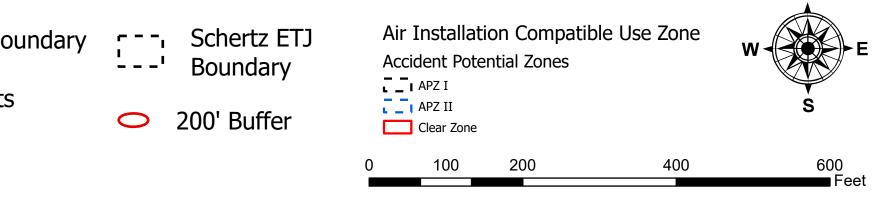
The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall The City of Schertz be liable for any special,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

City of Schertz



PLZC20250055

City Limits





COMMUNITY SERVICE OPPORTUNITY

> PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

April 25, 2025

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on <u>Wednesday, May 7th, 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:

PLZC20250055 - Hold a public hearing and make a recommendation on a request to rezone approximately 4.15 acres of land from General Business District (GB) to General Business District-2 (GB-2), generally known as 46 Maske Road and 44 Maske Road, Lots 3 and 4, Block 1 of the Maske Road Business Park Subdivision, more specifically known as Guadalupe County Property Identification Numbers 199116, and 199117.

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 William Willingham, Planner at 1400 Schertz Parkway, Bldg. 1, Schertz, Texas 78154, or by e-mail <u>planning@schertz.com</u>. If you have any questions, please feel free to call William Willingham, Planner, at 210-619-1781.

Sincerely,

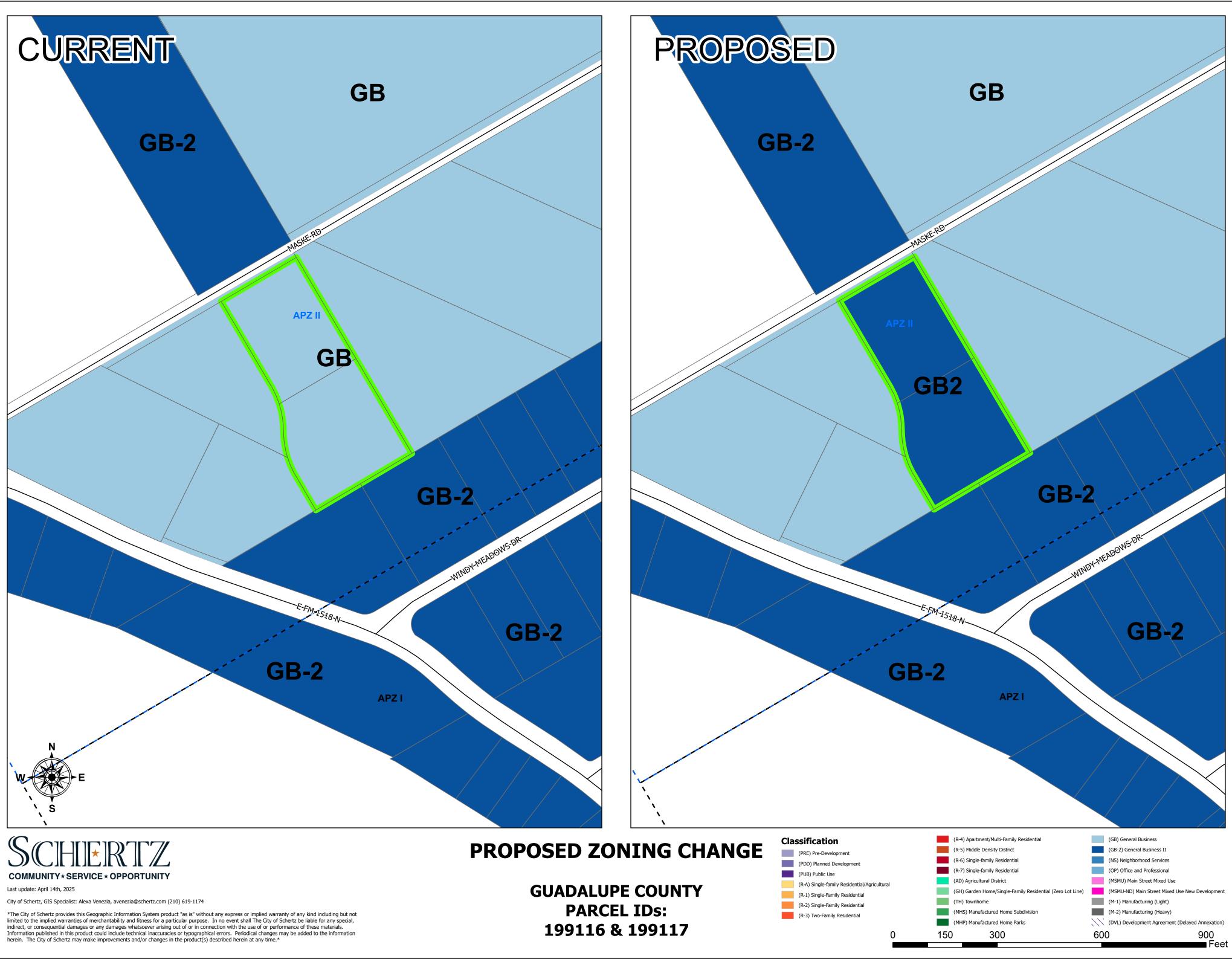
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William Willingham Planner

Reply Form:

City Council will have a public hearing on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). The written protest must be received by City no later than noon (central time) on the Friday before the reading by the City Council. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.

l am:	in favor of	opposed to	neutral to	the request for PLZC2025005
			ons property	
NAME:	BILL LA MO (PLE)	ASE PRINT)	GNATURE_AM	Futunt
STREE	T ADDRESS: 105	WINDY M	readens pr.	#301
DATE:	04/25			



Ord. 25-S-021

Proposed Zone Change to GB-2 on Maske Road

Daisy Marquez | Planner



Orientation

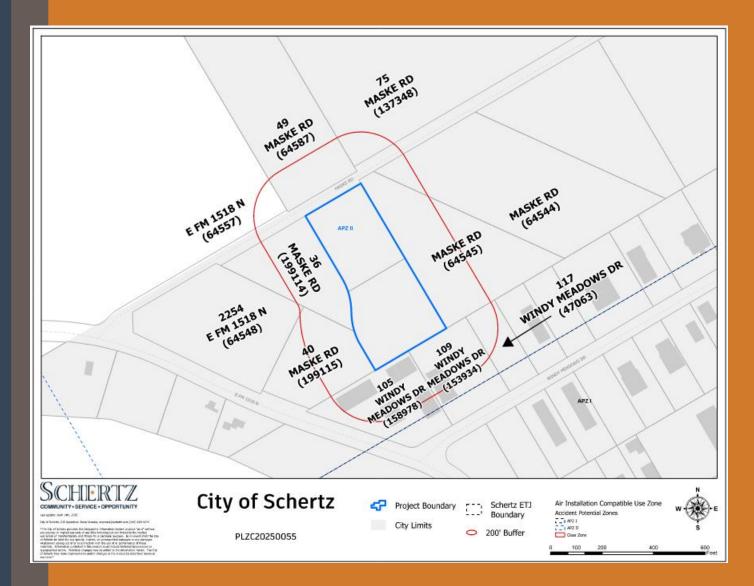


Vicinity Zoning and Land Use

	Zoning	Use
Subject Propert y	General Business District	Undeveloped
North	Right of Way	Maske Road (Commercial Collector - A
South	General Business District-2 (GB-2)	Office-Warehouse/ Distribution Center
East	General Business District (GB)	Undeveloped



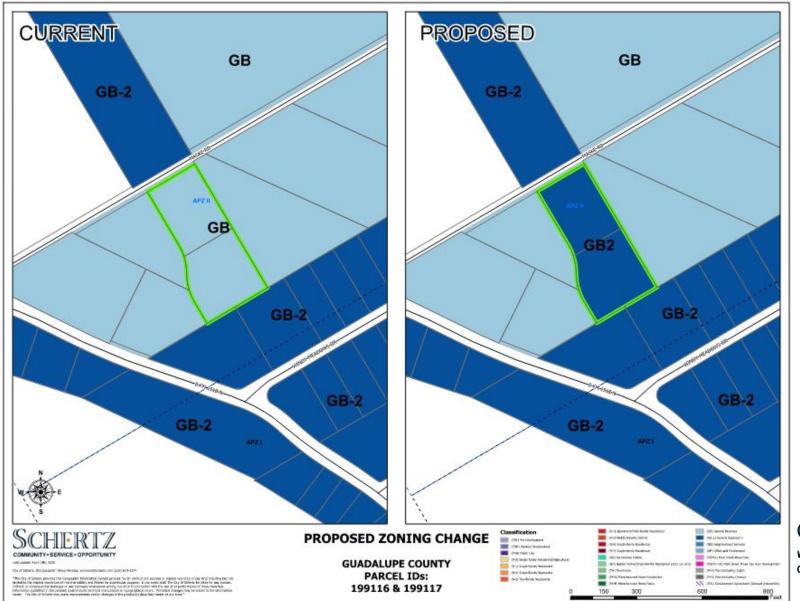
Notification



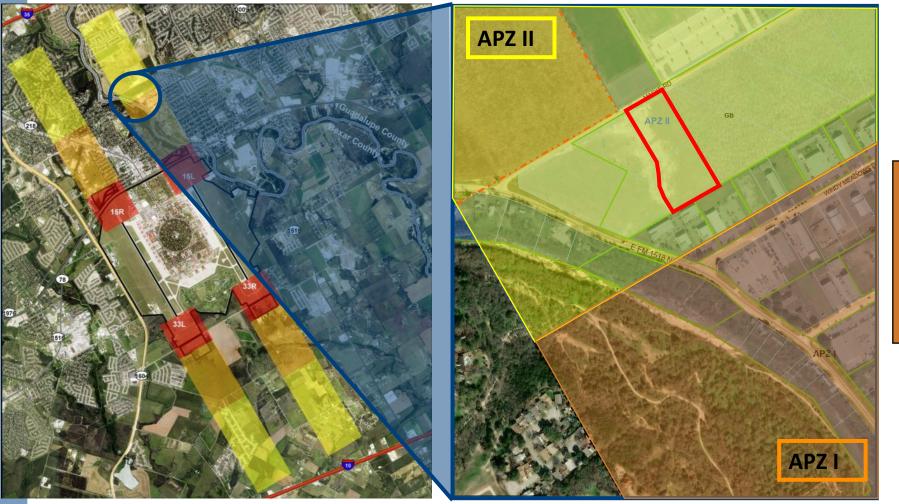
- 11 Public notices were sent on 04.25.2025
- As of today
 - (1) in Favor
 - (0) Neutral to
 - (0) in Opposition
- A public hearing notice was published in the "San Antonio Express" on May 14, 2025
- A notification sign was placed by the applicant
- JBSA has been notified and affirmatively recommends approval of this request



Background: Zoning Change



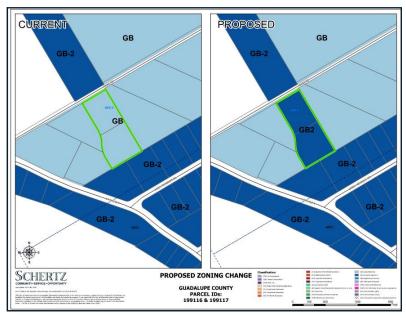
Background: Site in Context



- Located within the
 Accident Potential Zone
 II (APZ II)
- Purpose and effect of the APZ II



Background: Site in Context



Proposed Zone Change



Aerial view



Site's Current Conditions

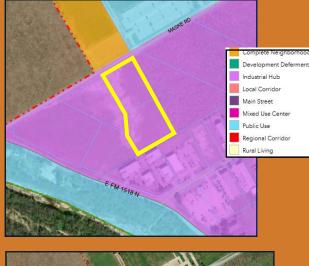


Conditions Across from Site



Zoning District Dimensional Requirements

	Existing Zone	Proposed Zone
	General Business District (GB)	General Business District-2 (GB-2)
Permitted Uses (Sec. 21.5.8)	 Appliances, Furniture and Home Furnishing Store Building Material and Hardware Sales Car Wash, Automated Commercial Amusement, Indoor 	 Appliances, Furniture and Home Furnishing Store Building Material and Hardware Sales Car Wash, Automated Commercial Amusement, Indoor Auto Repairs and Service, Major Office Warehouse/Distribution Center Mini-Warehouse/Public Storage (SUP)
Area Square Feet (Sec. 21.5.7)	10,000	10,000
Width & Depth (Sec. 21.5.7)	100 x 100	100 × 100
Setbacks, Adj. Non- Residential (Sec. 21.5.7)	Front: 20', Side: NA, Rear: NA	Front: 20', Side: NA, Rear: NA
Maximum Height (Sec. 21.5.7)	120′	120′
Maximum Impervious Coverage (Sec. 21.5.7)	80%	80%







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

- The comprehensive plan is a guiding document for the long-range vision of Schertz
- "Industrial Hub" designation: Manufacturing, processing, and distributing uses
- General Business District-2 (GB-2): Intended for light industrial developments to serve the entire community.

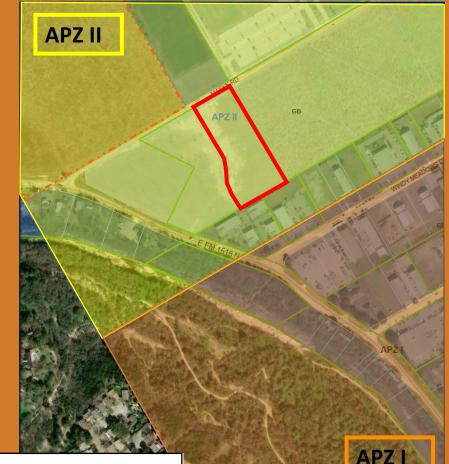


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2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.

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.

- Located within the APZ II
- JBSA has affirmatively recommended the zone change request.



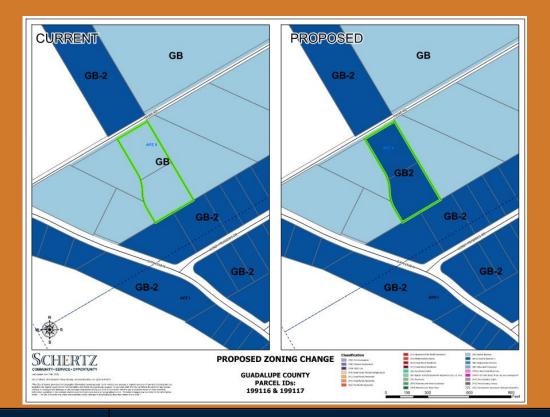
SUBJECT: Joint Base San Antonio review of Zone Change in APZ II- PLZC20250055-44,46

1. Zone Change in APZ II- PLZC20250055-44,46 has been reviewed by JBSA-RND organizations. JBSA affirmatively recommends the proposed zoning change is permitted, however, there are additional comments for consideration in planning and development.

SCHIERTZ COMMUNITY. SERVICE. OPPORTUNITY.

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

- Subject property and surrounding area is characterized by undeveloped or light industrial land uses
- Subject property located in an area
 with a many other properties zoned
 as General Business District-2 (GB-2)



Proposed Zone



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

- All UDC requirements have been met for the proposed zone change.
- Schertz' Fire, EMS, and Police Departments have been notified of the zone change and have provided no objections to the request.





Recommendation

Staff Recommendation:

Due to the character of the surrounding area, the consistency with the Comprehensive Land Plan, and the affirmative recommendation of the proposed zone change from JBSA, Staff recommends approval of Ordinance 25-S-021.



Recommendation

Commission Recommendation:

The Planning and Zoning Commission met on May 7, 2025 and unanimously recommended approval of Ordinance 25-S-021 to City Council.



Zone Change of 44 & 46 Maske Road Project Number PLZC20250055

Planning and Zoning Commission Public Hearing



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Solana Industrial Group / Bienes Raíces Izúcar



ESTRUCTURAS SOLANA®







9001:2015 9001:2015 9001:2015 9001:2015 9001:2015 9001:2015 9001:2015 9001:2015 9001:2015 9001:2015 9001:2015 9001:2015



- Solana Industrial Group is a family-owned business with over 70 years of experience in the industrial, commercial, and tourism construction sectors. Headquartered in Puebla, the Group has delivered over 10 million square meters of projects across Mexico and Central America.
- Its structure includes synergistic companies that work together across the entire construction and development process:
 - Prefabricated Steel Structural components for industrial buildings
 - Precast Concrete Elements for foundations, walls, and large structures
 - Roofing Systems Industrial-grade insulation and roof installation
 - - Real Estate Development Site selection, leasing, and project execution
- This multi-disciplinary model allows Solana to offer turnkey development solutions from design and engineering, to construction and long-term operation.
 - ✓ 100 million square feet built across Mexico and Central America
 - ✓ <u>150k+ square feet</u> leased for large and small tenants
 - ✓ <u>1,000+ directly impacted families</u>

Prosperitas Real Estate respectfully requests that the Planning and Zoning Commission approve a zoning change for Lots 3 & 4 of the Maske Road Business Plat—from General Business (GB) to General Business 2 (GB-2)—to enable faster and more impactful development of commercial and warehousing uses



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Why Move Forward with the Rezoning?

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1

Diversify economic activity by allowing a wider variety of uses

Attract new businesses to fuel economic growth

Create local jobs by attracting new companies

Aligned with the JBSA recommendations for rezone the lots and the Schertz Comprehensive Land Use Plan

Promotes commercial, industrial, and office development—all stated goals of the City

Offer commercial and working spaces for neighbors at a convenient distance

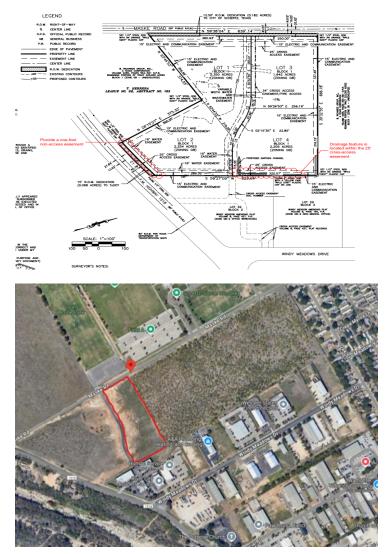
Expand the tax base to fund city services

Support affordable commercial space for the growing population

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Plat & Google Maps View



North and South View



East and West View



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Indicative Uses with GB – 2





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Indicative Uses with GB – 2 (Cont.)





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- On April 3rd of this year, and as part of the rezoning process outlined by the APZ II, the JBSA emitted an affirmative recommendation that the proposed zoning change is permitted
- Additionally, it emitted recommendations for consideration in the planning and development process of the project, aiming to enhance the safety of the community and minimize noise impacts due to the proximity of low flying aircraft:
 - a) Warehousing and storage services is permitted with a maximum Floor-to-Area Ratio (FAR) of 2.0. Retail trade is permitted with a maximum FAR of 0.28
 - b) Recommend referencing to the City of San Antonio MLOD most current lighting standards ordinance and the relatives to development within 5-miles of a military installation
 - c) Coordinate efforts with 502 CS Spectrum Manager prior to use of any Spectrum dependent systems (two-way radio communications or any types of wireless technologies) during construction
 - d) Any proposed exterior construction plans, construction or alteration projects which include vertical elements (equipment: cranes, towers: communication or water) may require FAA review to verify no hazard to flight navigation prior to issuance of any construction permits
 - e) The FAA recommends criteria of land-use practices in their Advisory Circular 150/5200- 33C, Hazardous Wildlife Attractants on or Near Airports, which is applicable to properties within five miles of JBSA-Randolph

For a successful development, all the recommendations and items outlined in the JBSA letter of recommendation will be closely considered



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JBSA Letter of Affirmative Recommendation



DEPARTMENT OF THE AIR FORCE 502D AIR BASE WING JOINTBASE SAN ANTONIO



3 April 2025

MEMORANDUM FOR CITY OF SCHERTZ

FROM: 502 ABW/CMI JBSA Installation Mission Sustainment

2080 Wilson Way

Fort Sam Houston, TX 78234

SUBJECT: Joint Base San Antonio review of Zone Change in APZ II- PLZC20250055-44,46

1. Zone Change in APZ II- PLZC20250055-44,46 has been reviewed by JBSA-RND organizations. JBSA affirmatively recommends the proposed zoning change is permitted, however, there are additional comments for consideration in planning and development.

a. Subject parcel is located within Randolph AFB Accident Potential Zone II (APZ II). Per the 2017 RND Air Installations Compatible Use Zones (AICUZ) study, Warehousing and storage services, SLUCM No. 63.7, is permitted within APZ II with a maximum Floor-to-Area Ratio (FAR) of 2.0. Retail trade, SLUCM No. 50, is generally permitted within APZ II with a maximum FAR of .28. Approximately .4 acres located on the southeast corner of the subject tract is with-in the 65 Db DNL plus noise contours generated from flying missions at JBSA RND. Retail trade and Warehousing/storage services are permitted with-in these noise zones. Additionally, due to the proximity to the primary approach/departure flight tracks of RND AFB, expect regular and increasing levels of noise.

https://www.jbsa.mil/Portals/102/Documents/Environmental%20PA/FINAL%20Randolph%2 0AICUZ%20Study.pdf

- b. Recommend referencing City of San Antonio MLOD lighting standards at: <u>https://library.municode.com/tx/san_antonio/codes/unified_development_code?nodeId=ARTII</u> <u>IZO_DIV40VDI_S35-339.04MILIOVDI</u>, or most current City of San Antonio MLOD ordinance, related to development within 5-miles of a military installation and compliance with applicable City of Schertz lighting ordinances.
- c. To mitigate potential interference with existing JBSA operational systems, please coordinate with 502 CS Spectrum Manager prior to use of any Spectrum dependent systems (i.e.: two-way radio communications, or any type of wireless technologies) during construction. If applicable, coordination requested by facility user prior to installation/use of any Spectrum dependent commercial or manufacturing equipment.

d. Any proposed exterior construction plans, construction or alteration projects which include vertical elements (equipment: cranes, towers: communication or water) may require FAA review to verify no hazard to flight navigation prior to issuance of any construction permits.

FAA CFR Title 14 Part 77 Notice Criteria Tool that can be utilized to aid in FAA notification requirements can be found here: <u>https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp?action=showNoNoticeRequiredTo</u> olForm

Further FAA guidance is also available here: https://www.faa.gov/documentLibrary/media/Form/FAA Form 7460-1 042023.pdf

e. The FAA recommends criteria of land-use practices in their Advisory Circular 150/5200- 33C, Hazardous Wildlife Attractants on or Near Airports, which is applicable to properties within five miles of JBSA-Randolph. To reduce the exposure to aircraft-wildlife strikes, please use the link below to access this publication and use the information to help reduce wildlifeattractant features near airports. Unwavering consideration for this aviation safety hazard is vital.https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.curren t/doc umentnumber/150_5200-33.

2. The items presented above are efforts to enhance the safety of the community and minimize noise impacts due to the proximity of low flying aircraft. Improperly managed development may create unnecessary risk to both the community and flight operations as well as affect the overall capability of the military at this location.

3. Point of contact for this action is Sean R. Greszler, AICP, 502 ABW/CMI. He can be reached at 210-808-7549 or by email at <u>sean.greszler.1@us.af.mil</u> or through the 502d ABW Community Initiatives organization email box at <u>502ABW.ABW.Community initiative@us.af.mil</u>.

> WOLIVER.T Digitally signed by WOLIVER.TIMOTH IMOTHY.A. Y.A.1076286708 1076286708 10:13:20 -05'00'

MR. TIM WOLIVER, GS-14, USAF Executive Director, Community and Mission Integration, JBSA & 502 ABW



Private & Confidential Information

Thank you!

Jesús Solana Lozano – Lead Developer

jjsolana@brizucar.com

Phone 424-385-8636

Pablo Solana Lozano – Construction

brizucar.com | solana.mx

pablo@solana.mx

Phone +522225544604





Appendix

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City of Schertz Zoning Districts

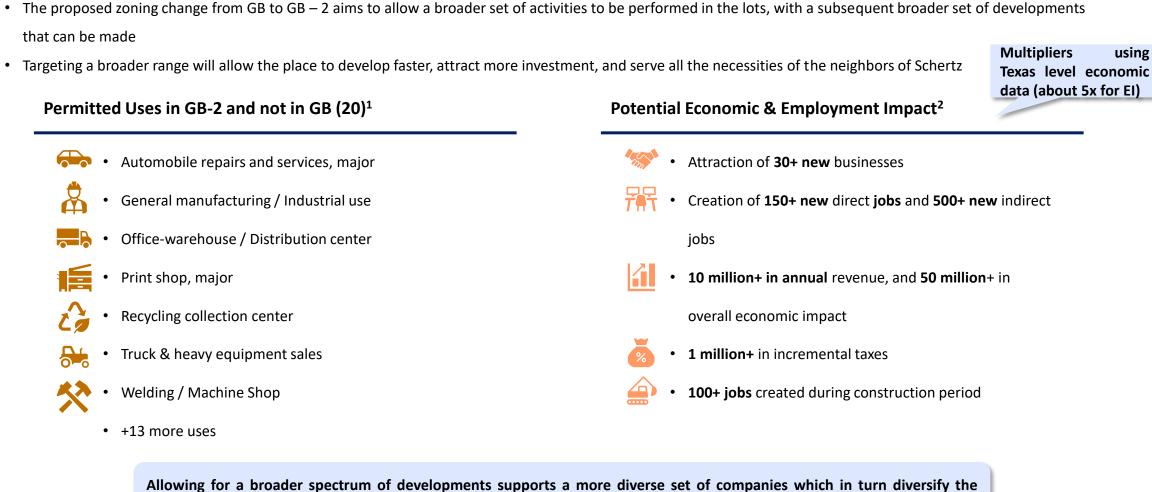
Using a Flex Industrial Development for reference. Figures from City of Schertz, University of Texas, IMPLAN, and Guadalupe County Reports

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using

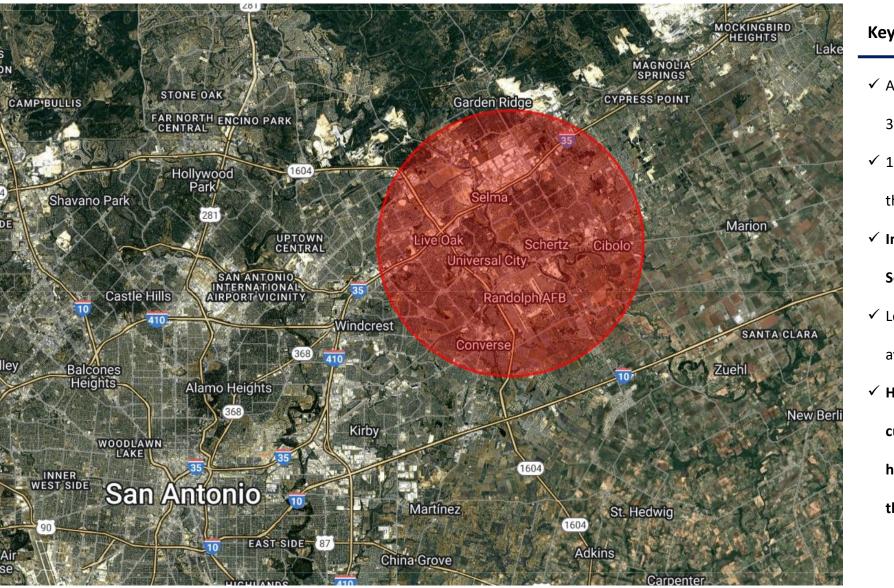


economic activity for the City of Schertz, boost economic development, and create new jobs

Zoning & Economic Overview

• The current zoning of the Lots 3 & 4 of the Maske Road Business Plat are currently zoned General Business, which allows for several uses mostly focused in fostering commercial activity

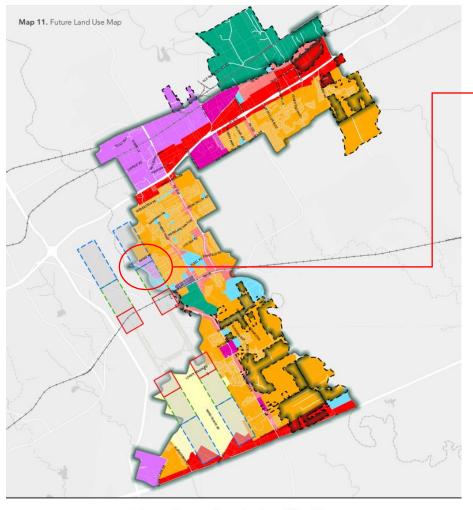
Influence Area (5 mile radius)¹



Key Features ✓ Access through FM 1518 with I-35, I-10 and FM 78 ✓ 187k living and 150k working in the area ✓ Influence of +85% of the total Schertz population ✓ Less commute distance than average of Greater SA (12 miles) ✓ Hourly traffic of less than current 70 cars during peak hour, expecting to add no more than 84 (pure retail)



Alignment with the Comprehensive Plan¹





(1) Source: City of Schertz, Texas. Comprehensive Plan April 2024. Own calculations based on the numbers of the plan

 \checkmark The proposed zone change is aligned with the future land use map that oversees the

area as an Industrial HUB

 \checkmark Additionally, allowing the zone change has the potential to add more spaces aligned with

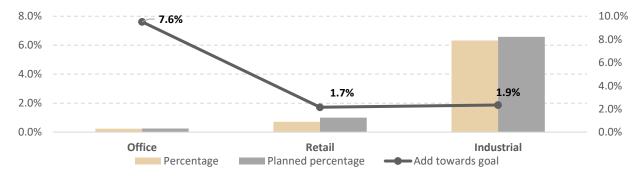
the absorption rates with which the City has prepared its economic forecast:

Absorption annual	Est City of Schertz	Est Development	Add Percentage
Industrial	200,000	15,000	8%
Office	10,500	3,200	30%
Retail	218,000	22,500	10%

 \checkmark The more development in the area would allow the City to move faster towards its

overall land use goals, adding 1.5%+ for industrial and retail developments and 7%+ for

office developments





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Key Features

- Efficient Warehouse like buildings that allocate one or several tenants
- ✓ Low cost –Built with cost-efficient materials
- Versatile Buildings that combine office/showroom and warehouse spaces
- Flexible Layout Adaptable space for various business needs and for different companies' sizes
- Modular Can be built in stages, and the internal space divided into the different tenant needs
- ✓ Ideal for Small companies, startups, showrooms, contractors, retailers (virtually any company)

Flex Industrial Buildings: The Perfect Blend of Office, Warehouse, and Light Manufacturing—Versatile, Efficient, and Designed for Business Growth





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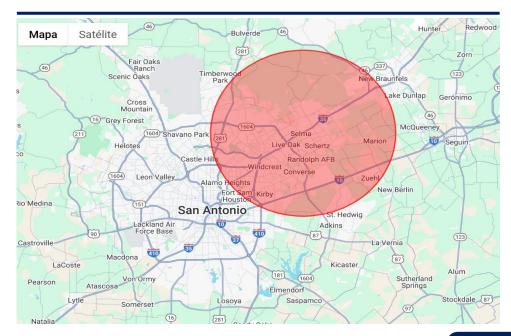
Schertz Zone Overview & Preliminary Project

- Area mainly residential, with high traffic volumes due to its proximity to I-35 and high population growth
- The traffic in the zone is supported by commuters, retail spaces (Walmart, HEB, Costco), and recreational centers
- The area has many flex buildings that host local small business that are mainly focused on construction / materials and equipment leasing
- Higher average availability of flex spaces, and newer buildings in general
- Higher than San Antonio average asking rental rates
- Higher than average San Antonio household income (\$88k yr) and higher house value (\$300k)
- Most of the population drive to work, are professionals (white collar), and work mainly in logistics, construction, services and sales

Key Features of the Property

- Size: 4.15 AC (180,774 ft2)
- Utilities
 - ✓ Electricity
 - ✓ Water
 - ✓ Fiber optic
- Target rent (NNN): USD\$ 16 yr ft2
- **Developed area est:** ~40%
- Estimated Dev Costs ft2 (Flex industrial, current prices): USD\$ 96
- Restrictions: Rezone in process
- Potential market: approx. +850 tenants

Relevant Influence Area (12.1 miles)¹

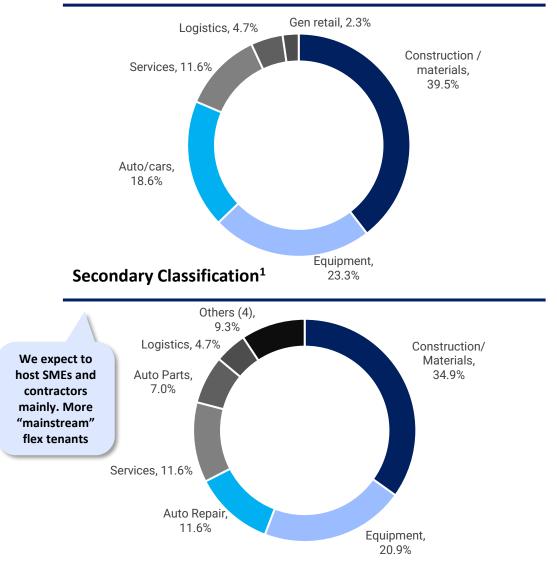




(1) 12.1 miles or 25 minutes driving is the average commuting of workers in Greater San Antonio

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Schertz Zone Potential Market (43 listings)



General Industry in Relevant Area¹

Asking Rates and Potential Market Calculation²

Place Ye	Crexi near Schertz early Rate (USD/sqr Ft)	Minimum space	Average ren
Windy Meadows I	18	-	above conserva
Nell Deane	41.25	-,	target rent,
FM3009	18		(appreciatio
FM3009 - Platinum	16	•	potential)
7637 FM3009	17	•	
Byrd Blv	10	•	
Frwd Storage BP	10		
Pawlin Dr	14.63	5,330.0	
Pawlin Dr 2	34.92	1,200.0	
Toepperwin Rd	26.15	5 1,331.0	
Toepperwin Rd 2	13.2	8,400.0	
Converse BL	13	4,000.0	
Bolton Rd	13.5	5 3,825.0	
New Braunfels	12.84	1,500.0	
Ferry Boat Ind Park	13.8	3 1,320.0	
Average	18.2	2,886.0	_
Median	14.6	1,980.0	_
	Market Schertz		Conservativ
Population (household)		66,941.	0 estimations y
Unemployment		59	6 enough marke
Income above 50k		49,735.	absorb the
Available mkt		47,248.	developmen
Small business ov SATX		609	%
SBEs income market		28,349.	0
Main categories		50%	%
Focus market		14,311.	1
Credit score high		60%	6
Market Credit high		8,586.	6
Target		10.09	<u>//</u>
Target market		858.	7

(1) Crexi listings in the relevant area

(2) Calculations made with public information from Crexi and census.gov

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Prosperitas

real estate

NEC Schertz Pkwy & Woodland Oaks Dr						
	2 Mile	5 Mile		The Wor	ld Engine	
Population	40,065	149,937	~	PSF Annual	Recommended	
Annual Growth	0.4%	0.9%	X	\$14 \$16	Model	
Projected Growth – 5 Year	2.5%	2.2%	X			
Average Household Income	\$107,412	\$102,845	✓	Rental Rate Projector	Showroom Efficien ⁻	
Median Home Value	\$242,381	\$245,521	~			
Median Year Built	1997	2001	~	Success Indicator	Potential Amenities to	
រ otal # Businesses	1,398	5,412	~		Consider	
lome Ownership	74%	70%	~		Mezzanine	
Spending Per Capita	\$13,027	\$12,234		86%	Showroom Glass	
	+ 10,027	+ + 2,23 +	•		Side Yard Storage	
Top Consumer Spending	Transportation / Food	Transportation / Food	~	Compared to Flex	Additional Parking	
Rental Rate Growth		Steady	_	Market	Strong Signage	

The overall assessment of the Flex Industrial experts in Colliers yields a success probability of a project of +85%. The location shows virtually all of the attributes required to develop a successful project of this type



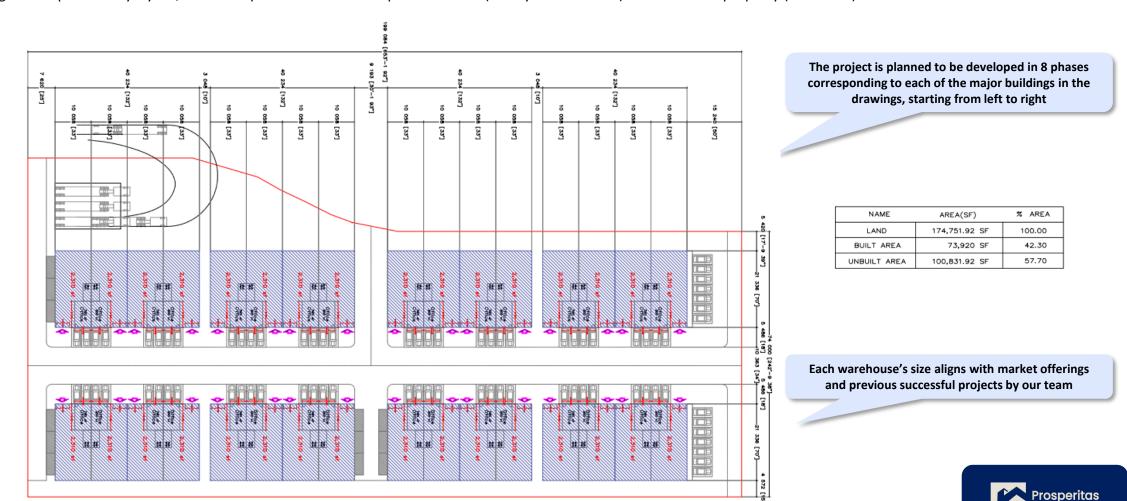
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Keys to Success



Preliminary Layout of the Development

- The Preliminary Layout proposed by experienced architects in this type of projects considers setbacks and general requirements of the Development Code of the City of Schertz. It is important to note that this layout is **preliminary and subject to changes conditional to the approval of the City**
- The project is planned as a business park (74 thousand square foot, or 7 thousand square meters), to be developed in 8 phases, corresponding to the number of buildings of the preliminary layout, which are planned to be developed from back (Windy Meadows Rd) to front of the property (Maske Rd)



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CITY COUNCIL MEMORANDUM

City Council Meeting:	June 03, 2025
Department:	Executive Team
Subject:	Workshop to discuss calling for an election to annex property within 5 miles of JBSA Randolph (B.James/L.Wood/E.Delgado)

BACKGROUND

Workshop regarding the authority of Schertz to annex near JBSA Randolph in relation to Texas Local Government Code Section 43.0117 Authority of Municipality to Annex Area Near Military Base which states: (a) In this section, "military base" means a presently functioning federally owned or operated military installation or facility.

(b) A municipality may annex for full or limited purposes, under the annexation provisions applicable to that municipality under this chapter, any part of the area located within five miles of the boundary of a military base in which an active training program is conducted. The annexation proposition shall be stated to allow the voters of the area to be annexed to choose between either annexation or providing the municipality with the authority to adopt and enforce an ordinance regulating the land use in the area in the manner recommended by the most recent joint land use study.

Note that the approximately 30-acre tract at Woman Hollering Road and FM 1518 that is shown on Slide 7 of the presentation as not having an active development agreement, has had a development agreement approved by Council, but it has not yet been executed. It is assumed this will be executed prior to the election.

Attachments

City Council Presentation Slides JBSA Randolph Joint Land Use Study

Workshop Regarding the Authority of Schertz to Annex Near JBSA Randolph



Background

• Texas Local Government Code Sec. 43.0117. AUTHORITY OF MUNICIPALITY TO ANNEX AREA

NEAR MILITARY BASE

(a) In this section, "military base" means a presently functioning federally owned or operated military installation or facility.

(b) A municipality may annex for full or limited purposes, under the annexation provisions applicable to that municipality under this chapter, any part of the area located within five miles of the boundary of a military base in which an active training program is conducted. The annexation proposition shall be stated to allow the voters of the area to be annexed to choose between either annexation or providing the municipality with the authority to adopt and enforce an ordinance regulating the land use in the area in the manner recommended by the most recent joint land use study.

Because JBSA Randolph is a functioning military installation within an active training program, Schertz could utilize this provision for additional annexations within the ETJ that are within 5 miles of JBSA Randolph.



Background Continued: Texas LGC Sec. 43.0117(b)

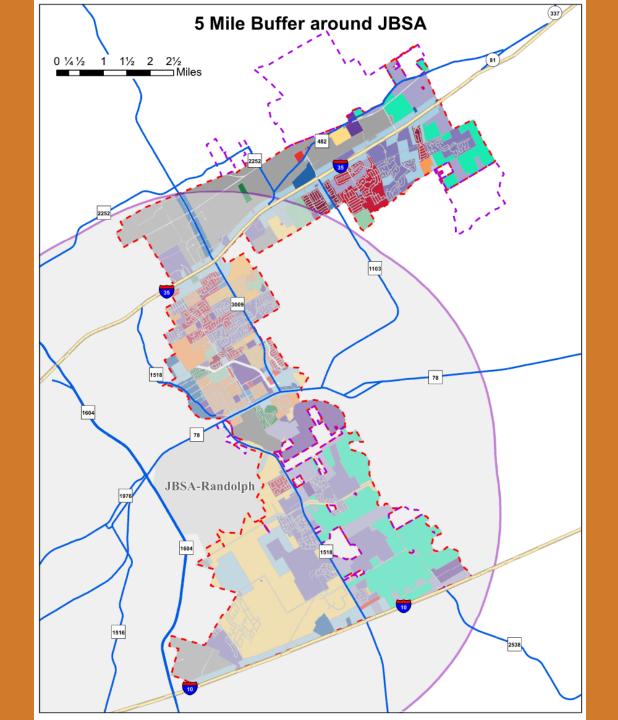
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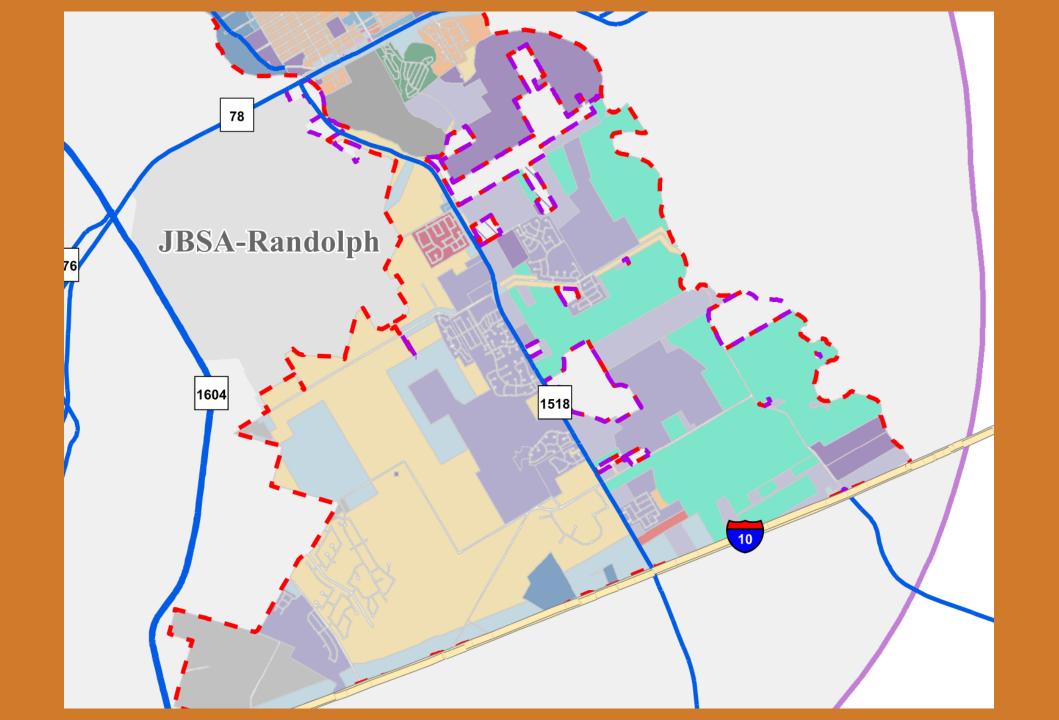
- This provision would require an election to occur.
- The election would include a proposition that would either fully annex, limited annex, or an Ordinance regulating land use for the properties currently in the ETJ and within 5 miles of JBSA Randolph.
- Only property owners in the area to be annexed would vote on this proposition, not everyone in the City.
- Regardless of what the individual property owner may want, which ever of those 3 options gets the most votes out of those voting will be done for every affected property.

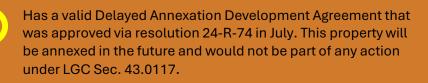


(b) A municipality may annex for full or limited purposes, under the annexation provisions applicable to that municipality under this chapter, any part of the area located within five miles of the boundary of a military base in which an active training program is conducted.

The annexation proposition shall be stated to allow the voters of the area to be annexed to choose between either annexation or providing the municipality with the authority to adopt and enforce an ordinance regulating the land use in the area in the manner recommended by the most recent joint land use study.





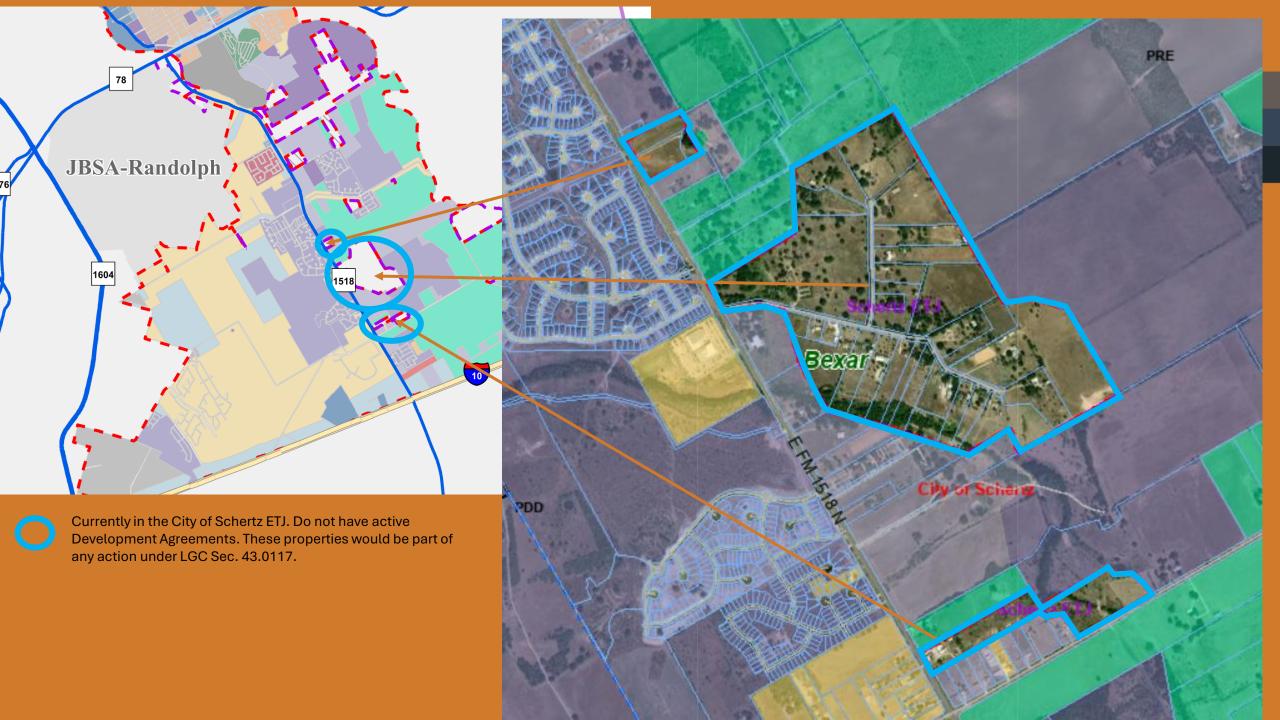


JBSA-Randolph

Has a valid Delayed Annexation Development Agreement set to expire in 2026 and then is subject to annexation. This property would not be part of any action under LGC Sec. 43.0117.

Currently in the City of Schertz ETJ. Does not have an active Development Agreement. This property would be part of any action under LGC Sec. 43.0117.





Currently in the City of Schertz ETJ. Do not have active Development Agreement. These properties would be part of any action under LGC Sec. 43.0117.

Has a valid Delayed Annexation Development Agreement as approved by City Council via Resolution 24-R-73. These properties would not be part of any action under LGC Sec. 43.0117.

Bexar

AD

City of Schertz

Texas LGC Sec. 43.0117 Continued

(b) A municipality may annex for full or limited purposes, under the annexation provisions applicable to that municipality under this chapter, any part of the area located within five miles of the boundary of a military base in which an active training program is conducted. The annexation proposition shall be stated to allow the voters of the area to be annexed to choose between either annexation or providing the municipality with the authority to adopt and enforce an ordinance regulating the land use in the area in the manner recommended by the most recent joint land use study.

JBSA-RANDOLPH



JOINT LAND USE STUDY



The most current Joint Land Use Study or JLUS for JBSA Randolph is from 2015. This study was a joint effort between the cities of Cibolo, Converse, Garden Ridge, Live Oak, San Antonio, Schertz, Selma, and Seguin, and the counties of Bexar and Guadalupe, and JBSA-Randolph.

A JLUS is necessary to ensure the future compatibility between land uses in surrounding communities necessary to support the continuation of the military mission at JBSA-Randolph and the increasing development occurring proximate to the installation.

Texas LGC Sec 43.0117 is specific that if the ordinance is selected via the voting process, the ordinance can only regulate the land use in the area based on the JLUS.



JLUS Pg 32:

Due to risk profile associated with the aircraft operations and BASH at JBSA-Randolph, the 12th Flying Training Wing has recommended restrictions on development:

- Urban development within southern APZ I of either the west or east runway is not compatible.
- Residential development of 1 house per 10 acres in a non-linear arrangement within southern APZ II of the west runway is compatible.
- Residential development of 1 house per 20 acres within southern APZ II of the west runway is compatible. Other uses in accordance with AICUZ criteria may be compatible.
- Residential development within the 65 decibel noise contour is not compatible. Residential construction in these zones presents the possibility of future training restrictions due to the sustained impact of noise on residents.

These collective factors and recommended development restrictions are critical considerations that have influenced the unique nature of the recommended strategies as they apply to the JBSA-R JLUS.



JLUS Pg 32 Breakdown:

Due to risk profile associated with the aircraft operations and BASH at JBSA-Randolph, the 12th Flying Training Wing has recommended restrictions on development:

- Urban development within southern APZ I of either the west or east runway is not compatible.
- Residential development of 1 house per 10 acres in a non-linear arrangement within southern APZ II of the west runway is compatible.
- Residential development of 1 house per 20 acres within southern APZ II of the west runway is compatible. Other uses in accordance with AICUZ criteria may be compatible.
- Residential development within the 65 decibel noise contour is not compatible. Residential construction in these zones presents the possibility of future training restrictions due to the sustained impact of noise on residents.

These collective factors and recommended development restrictions are critical considerations that have influenced the unique nature of the recommended strategies as they apply to the JBSA-R JLUS. The first three restrictions outlined within the JLUS are specific to the APZ I and APZ II. Although the City of Schertz does have a significant amount of municipal boundary within the APZ I and the APZ II, these properties are all located within the city limits and have established zoning districts.

The properties in question within 5 miles that are still within the City of Schertz ETJ are not located within the APZ's and would not be subject to these restrictions / regulations.



JLUS Pg 32 Breakdown:

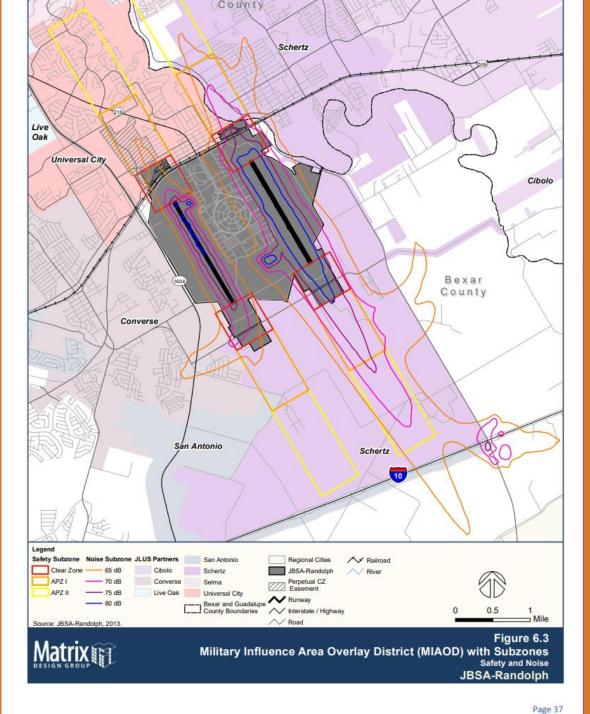
Due to risk profile associated with the aircraft operations and BASH at JBSA-Randolph, the 12th Flying Training Wing has recommended restrictions on development:

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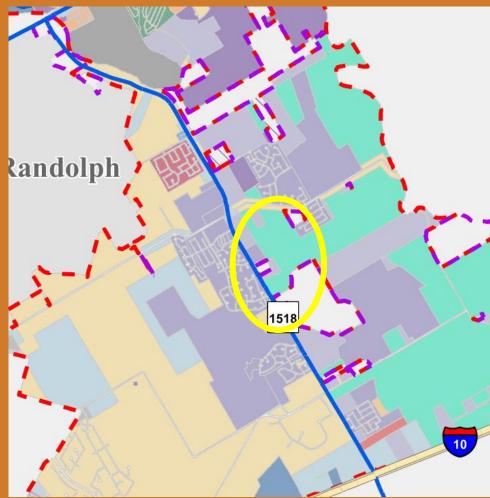
These collective factors and recommended development restrictions are critical considerations that have influenced the unique nature of the recommended strategies as they apply to the JBSA-R JLUS. The restriction identified here is specifically for residential development within the 65 decibel noise contour. There are properties in the ETJ that are within the 65 decibel noise contour that this could impact.

If utilizing the JLUS, residential development should not be permitted within the 65 decibel noise contour as it is not compatible.





The orange line represents the 65-decibel noise subzone, specifically those in the circled area below



13

JLUS Pg 33 Breakdown:

Military Influence Areas

In compatibility planning, the term "Military Influence Area" (MIA) is used to formally designate a geographic area where military operations may impact local communities, and conversely, where local activities may affect the military's ability to conduct its mission. An MIA is designated to accomplish the following:

- Promote an orderly transition between community and military land uses so that land uses remain compatible.
- 2. Protect public health, safety, and welfare.
- 3. Maintain operational capabilities of military installations and areas.
- Promote an awareness of the size and scope of military training areas to protect areas separate from the actual military installation (i.e., critical air space) used for training purposes.
- Establish compatibility requirements within the designated area, such as requirements for sound attenuation and avigation easements.

JBSA-Randolph Military Influence Area Subzones

The four MIA subzones identified for JBSA-Randolph are shown on Figures 6.1, 6.2 and 6.3 and described on the following pages:

- Bird Air Strike Hazard (BASH) MIA Subzone
- Vertical Obstruction MIA Subzone
- Safety MIA Subzone
- Noise MIA Subzone

The JLUS identifies Military Influence Areas with subzones. Specifically, for JBSA-Randolph there are 4 identified that will be discussed on the next slides.



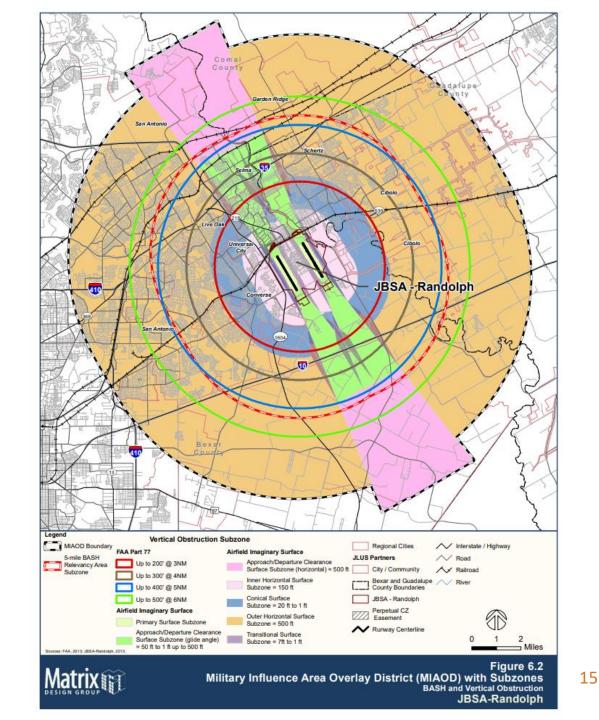
JLUS MIA Subzones- BASH

BASH Military Influence Area Subzone

The BASH MIA subzone is characterized by areas that could be affected by bird and wildlife strikes due to low-level flight operations. These operations can impact community activities and conversely, community activities could adversely affect operations in this area if not coordinated with JBSA-R. The BASH MIA subzone is illustrated in Figure 6.2.

The BASH subzone represents a 5-mile statistical relevancy area from the center of the runway recommended by the Federal Aviation Administration (FAA). Land uses in this area may be subject to additional regulations to prevent attractants of birds and wildlife that could increase the risk of safety to pilots and aircraft flying at lower speeds and altitudes.

> All of Southern Schertz is within the 5 mile radius of JBSA Randolph. This means that properties in the ETJ, if the ordinance is approved, could be subject to additional requirements based on BASH. This could include not permitting certain trees and foliage that attract birds and review of detention ponds, landfills, golf course, and certain agriculture uses.



JLUS MIA Subzones- Vertical Obstruction

Vertical Obstruction Military Influence Area Subzone

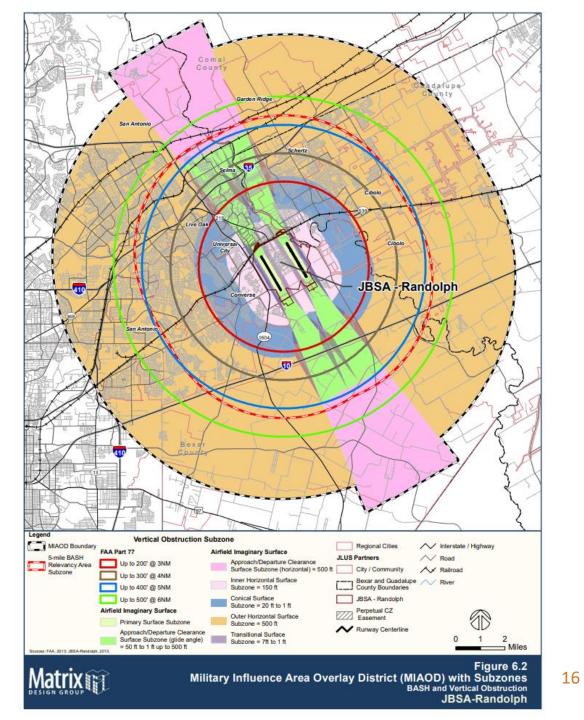
The Vertical Obstruction MIA subzone includes both the imaginary surfaces and FAA Part 77 guidance for determining vertical obstructions illustrated on Figure 6.2. This combined guidance serves to protect important flight areas for aircraft that operate out of JBSA-Randolph. Within this MIA subzone, strategies address various height restrictions to avoid vertical obstructions.

500-Foot Vertical Clearance

The 500-foot clearance zone is characterized by the vertical limits of the most expansive imaginary surface the approach and departure clearance surface, illustrated on Figure 6.2. In this surface, for every 50 horizontal feet extending from the end of runway, development can extend one vertical foot up to 500 feet. Land uses should be coordinated with JBSA-Randolph to ensure safety to the public and pilots is of highest priority.

Based on the map to the right there are rings that extend around JBSA Randolph that identify the maximum height a structure can be based on its proximity to the base.

All properties in the ETJ, if the ordinance is approved, could be subject to building height restrictions based on their location / proximity to JBSA. The most restrictive would be a maximum height of 200 feet and increases from there. All of the ETJ properties appear to either be within the "Up to 200' " or the "Up to 300' " subzones.

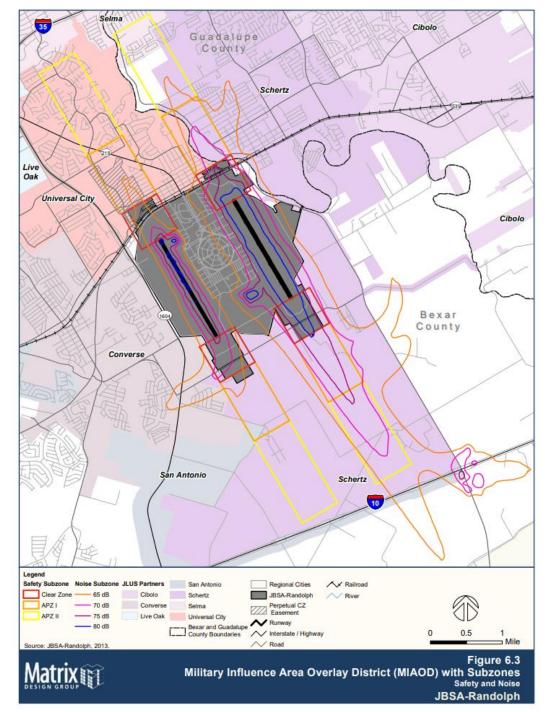


JLUS MIA Subzones- Safety

Safety Military Influence Area Subzone

The Safety MIA Subzone addresses areas that could be affected by low-speed and low-altitude aircraft associated with military training operations. As described in Chapter 3 of the Background Report, the safety zones include the Clear Zone and Accident Potential Zones I and II. These areas are characterized by a high risk for aircraft collisions due to location and types of aviation operations that occur. The size and location of these areas are illustrated in Figure 6.3. New development located within this MIA subzone may be subject to lower densities and potentially other regulations to control attractants for birds and other wildlife.

The JLUS identifies the Safety Zones as the Clear Zone, and Accident Potential Zones I and II all of which are to the west of FM 1518. The properties in the ETJ of Schertz are to the east of FM 1518, so the Safety MIA Subzone would not apply to the properties in question.



17

JLUS MIA Subzones- Noise

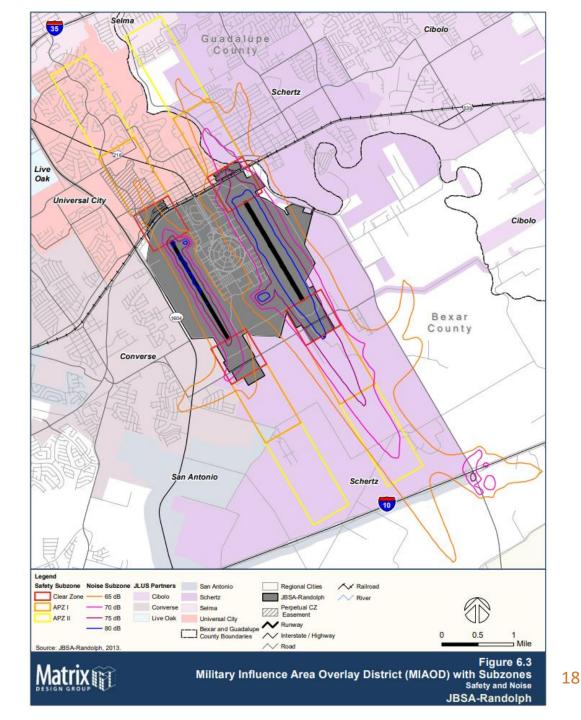
Noise Military Influence Area Subzone

The Noise MIA subzone includes all land located off installation within the 65 dB noise contour for JBSA-R. Other noise contours represent subzones for which residential development and other noise sensitive land uses within this MIA subzone may be subject to sound attenuation measures to reduce noise impacts. Figure 6.3 illustrates the Noise MIA subzone.

The Noise Contours are primarily to the south of JBSA Randolph which is already within the City of Schertz municipal boundary. There is a smaller area that extends to the east side of FM 1518 that the JLUS would have recommendations on based on the noise contour that is also within the City's ETJ.

The properties in the ETJ that are also within the 65 dB noise contour if the ordinance is approved could be subject to additional sound attenuation measures for building construction.

Additionally, per page 32 of the JLUS and previously discussed, residential development within the 65 decibel noise contour is not compatible.



Texas LGC Sec 43.0117 Continued:

- The City of Schertz meets the criteria outlined and could utilize Texas LGC 43.0117 for additional annexations or a JLUS consistent regulating ordinance.
- However, this would not be decided upon by City Council, the choice of limited or fully annexation or execute an ordinance would be voted upon by the property owners that it would affect (not all voters).
- When discussing LGC 43.0117 with our legal counsel they indicated they were unaware of another municipality that has utilized this LGC section to annex properties or adopt an ordinance based on the JLUS. However, other cities in similar situations have opted to create airport zoning regulations.



Texas LGC Sec 43.0117 Continued:

- Full Annexation: If voted upon, properties within 5 miles of JBSA Randolph within the ETJ would be fully annexed into the City of Schertz and would be subject to all ordinances and regulations similar to all other properties in the city limits.
- Limited Annexation: If voted upon, properties within 5 miles of JBSA Randolph, within the ETJ, would be annexed for limited purposes and would not be subject to all City of Schertz regulations and ordinances.
- Ordinance: If voted upon, properties within 5 miles of JBSA Randolph within the ETJ would be subject to an ordinance that would enforce restrictions solely based on the JLUS.



Current ETJ Regulations

- Currently the properties that are within the ETJ due to state law, have very little regulations / restrictions from the City of Schertz.
- Based on state law the City cannot enforce height restrictions or land use regulations based on City of Schertz ordinances or the JLUS without utilizing LGC Sec. 43.0117.
- However, the restrictions based on the JLUS would be minimal compared to full annexation into the City.
- Additionally, in communication with JBSA Randolph's representatives, based on new aircraft that will be utilized at JBSA Randolph there is an anticipated JLUS update in the future, which could provide additional restrictions that could be incorporated into the ordinance in the future.



COMMENTS AND QUESTIONS



JBSA-RANDOLPH



JOINT LAND USE STUDY



JBSA-RANDOLPH



JOINT LAND USE STUDY

This study was prepared under contract with Bexar County, with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the key JLUS partners involved in the development of this study and does not necessarily reflect the views of the Office of Economic Adjustment.

JBSA – RANDOLPH

JOINT LAND USE STUDY

July 2015

Prepared for:

County of Bexar Public Works Department 233 N Pecos-La Trinidad Street, Suite 420 San Antonio, Texas 78207 P (210) 335-1243



Prepared by:

Matrix Design Group



Please see the next page.

Executive Committee

The Executive Committee (EC) served an active and important role in providing policy direction during the development of the Joint Base San Antonio (JBSA) Randolph Joint Land Use Study (JLUS). The Executive Committee comprised the following individuals:

Tommy Adkisson, Commissioner (Former) County of Bexar

Tommy Calvert, Jr. Commissioner County of Bexar

Judy Cope, Commissioner County of Guadalupe

Jeannette Crabb, Councilwoman City of Seguin

Phil Crane, Representative Real Estate Council of San Antonio

Tom Daly, Mayor City of Selma

Lloyd Doggett, Representative, District 35 U.S. House of Representatives

Joe Farias, Representative, District 118 Texas House of Representatives

Jim Fowler, Councilman City of Schertz

Gilbert Gonzalez, VP of Risk Management San Antonio Board of Realtors

Col. Gerald Goodfellow, *Commander (former)* 12th FTW, JBSA-Randolph

Roland Gutierrez, *Representative*, *District 119*, *Texas House of Representatives*

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Advisory Committee

The Advisory (AC) served a key role in the development of the JBSA-Randolph JLUS, providing the overall technical support, review, and guidance of the study. The Advisory Committee comprised the following individuals:

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Larry Verner, Engineer

Walt Williams, Representative

James Wimberley, 502 CES/CENPL

County of Guadalupe

City of Selma

JBSA



Please see the next page.

Acron	yms	
1 Introduction		luction1
2	1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8	Why Prepare a JLUS1Economic Benefit to the Region2Compatibility Concerns2JLUS Goal and Objectives2JLUS Partners2Local Communities3Public Participation3JLUS Study Area5nunity Profile7
Z		•
	2.1 2.2	JLUS Community Growth Trends
3	Milita	ry Profile11
	3.1	JBSA-Randolph
	3.2	JBSA-Randolph Military Mission Profile12
	3.3	JBSA-Seguin Auxiliary Airfield17
	3.4	Stinson Municipal Airport
4	Existi	ng Compatibility Tools
	4.1	Federal Programs and Policies
	4.2	JBSA-Randolph Tools
	4.3	State of Texas Tools
	4.4	Texas Local Jurisdiction Planning Tools
5 Compatibility Issues		atibility Issues
	5.1	Identification of Compatibility Issues
	5.2	JBSA-Randolph Compatibility Issues by Factor25
6	Imple	mentation Plan
	6.1 6.2	Implementation Plan



Page i

Table of Contents

IBSA-RANDOLPH ILUS

Tables and Figures

Table 1.	Population Change 2000-2010 JBSA-Randolph JLUS Study Area8
Table 2.	Population Projections 2010-2050 JBSA-Randolph JLUS Study Area8
Figure 1.	JLUS Study Area4
Figure 2.	Military Footprint Composite JBSA-Randolph13
Figure 3.	Special Use Airspace JBSA-Randolph14
Figure 4.	Military Footprint Composite JBSA-Seguin Auxiliary Airfield18
Figure 5.	Military Footprint Composite Stinson Municipal Airport20
Figure 6.1.	Military Influence Area Overlay District (MIAOD) and Subzones Composite JBSA-Randolph35
Figure 6.2.	Military Influence Area Overlay District (MIAOD) with Subzones JBSA-Randolph
Figure 6.3	Military Overlay District (MOD) with Subzones JBSA-Randolph
Figure 7.1.	Military Influence Area Overlay District (MIAOD) with Subzones JBSA-Seguin Auxiliary Airfield
Figure 7.2.	Military Influence Area Overlay District (MIAOD) with Subzones JBSA-Seguin Auxiliary Airfield40
Figure 7.3	Military Influence Area Overlay District (MIAOD) with Subzones JBSA-Seguin Auxiliary Airfield41
Figure 8.1	Military Influence Area Overlay District (MIAOD) and Subzones Composite Stinson Municipal Airport43
Figure 8.2	Military Influence Area Overlay District (MIAOD) with Subzones Stinson Municipal Airport44
Figure 9.	JBSA-Randolph JLUS Strategy Key46

* * *

A

A-	Alert Area
AC	Advisory Committee
Acq	Acquisition
AAFES	Army and Air Force Exchange Service
AE	Alternative Energy Development
ABW	Air Base Wing
AFB	Air Force Base
AGL	above ground level
AICUZ	Air Installation Compatible Use Zone
AHOD	Airport Hazard Overlay District
APZ	Accident Potential Zone
AT	Anti-Terrorism / Force Protection
ATCT	Air Traffic Control Tower
AT/FP	Anti-Terrorism / Force Protection

B

BASHBird Aircraft Strike HazardBRACBase Realignment and Closure

С

CCLUA	Controlled Compatible Land Use Area
CFR	Code of Federal Regulations
CIP	Capital Improvement Program
COM	Communication / Coordination
Comm	Communication and Coordination
CPS	City Public Service Energy
CY	Calendar Year
CZ	Clear Zone

D

dB	decibel
Disc	Real Estate Disclosures
DOD	Department of Defense
DNL	Day-night level
DSS	Dust, Smoke and Steam

E

EC Executive Committee

ETJ Extraterritorial Jurisdiction



Acronyms

IBSA-RANDOLPH ILUS

F

FAA	Federal Aviation Administration
FAR	Floor to Area Ratio
FM	Farm to Market
FTW	Flying Training Wing
FY	fiscal year

G

GIS

```
Geographic Information System
```

Η	
HA	Housing Availability
Hab	Habitat Conservation Tools
HQ	Headquarters

1

I	Interstate
IE	Infrastructure Extensions
IFR	instrument flight rule

J

JAZB	Joint Airport Zoning Board
JBSA-	Joint Base San Antonio-Randolph
Randolph	
JBSA-	Joint Base San Antonio-Seguin Auxiliary
Seguin	Airfield
JLUS	Joint Land Use Study

L

LAS	Land, Air and Sea Space Competition
LEG	Legislative Initiatives
Leg	Legislative Tools
LG	Light and Glare
LU	Land Use

М

MAOZ	Military Airport Overlay Zone
MIA	Military Influence Area
MIAOD	Military Influence Area Overlay District
MOA	Military operating area
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MSL	mean sea level
MTR	Military Training Route

N

NGO	Nongovernmental Organization
NV	Noise and Vibration

0

OEA	Office of Economic Adjustment
OFA	Object Free Area
OFZ	Obstacle Free Zone

R

RA (R-)	Restricted Airspace
RC	Roadway Capacity
RECSA	Real Estate Council of San Antonio
RPZ	Runway Protection Zone
RSA	Runway Safety Area

S

SABOR	San Antonio Board of Realtors
SAF	Safety Zones
SAWS	San Antonio Water System
SIP	Strategic Impact Plan
SH	State Highway
SR	Slow speed low altitude training route
STC	Sound Transmission Class
SUA	Special Use Airspace

7

TSDC	Texas State Data Center
ТХ	Texas
TXDOT	Texas Department of Transportation

U

UDC	Unified Development Code
U.S.	United States
USAF	United States Air Force

V

VO	Vertical Obstructions
VFR	visual flight rule

W

WQQ Water Quality/ Quantity

Ζ Zon

Zoning Ordinance / Subdivision Regulations

IBSA-RANDOLPH ILUS

Please see the next page.

The Joint Base San Antonio-Randolph (JBSA-Randolph) Joint Land Use Study (JLUS) is a joint effort between the cities of Cibolo, Converse, Garden Ridge, Live Oak, San Antonio, Schertz, Selma, and Seguin, and the counties of Bexar and Guadalupe, and JBSA-Randolph. The JLUS was undertaken in an effort to guide planning and development in local jurisdictions surrounding JBSA-Randolph, JBSA-Seguin Auxiliary Airfield (JBSA-Seguin), and the Stinson Municipal Airport (Stinson). JBSA-Randolph is a flying training wing asset in the United States Air Force and the Air Education Training Command. Because these activities are vital to continuing the military mission at JBSA-Randolph, the land used for the activities must be protected. Landowners with property near JBSA-Randolph, JBSA-Seguin, Stinson, and residents and businessowners on property surrounding these facilities must also be protected from adverse impacts that could occur due to training activities performed at these facilities. Joint planning efforts on the part of the local governments and JBSA-Randolph will establish recommended strategies that will equally protect all interested parties.

The JLUS for JBSA-Randolph has resulted in a set of strategy recommendations in the areas of legislation, policy, planning and zoning, coordination and communication, acquisition, and outreach. A set of strategies was provided to address each JBSA-Randolph Compatibility Factor. Priorities were set initially to help determine when the strategies would be implemented, either within two years, five years, or longer than five years. One of the key recommendations is the formation of a JLUS Implementation Task Force that will be responsible for overseeing implementation in the months and years following the JLUS completion. The recommended strategies are outlined in more detail in Chapter 6 of this report. Additionally, a Background Report was prepared in conjunction with the JLUS that details the compatibility issues and process integral to the development of the strategies.

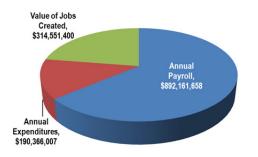
These recommendations address the need for increased coordination and communication between JBSA-Randolph, local governments, regional agencies, and the public. They also seek to address public health, safety, and welfare, and protection of quality of life in the areas surrounding JBSA-Randolph and its sub-facilities. The collaborative spirit of the JLUS is an effective starting point for a continued collaborative planning and communication effort between all involved parties.

1.1 Why Prepare a JLUS?

A JLUS is necessary to ensure the future compatibility between land uses in surrounding communities necessary to support the continuation of the military mission at JBSA-Randolph and the increasing development occurring proximate to the installation. JBSA-Randolph is one of the three noncontiguous installations that comprise Joint Base San Antonio located in Bexar County. JBSA-Randolph is home to the 12th Flying Training Wing (FTW) whose primary mission is to provide basic pilot training and instructor pilot training to airmen. In addition, JBSA-Randolph is Headquarters for Air Education Training Command (AETC) whose mission is to develop airmen of today and tomorrow through various education disciplines and training activities.

1.2 Economic Benefit to the Region

In addition to being a critical flying training asset in the United States Air Force (USAF), JBSA-Randolph is also an important economic engine contributing to the local and regional economies through annual payroll, annual expenditures, and value of jobs created. The JLUS assists in preserving the continued economic benefit that JBSA-Randolph provides. In 2012, JBSA-Randolph generated over \$1.3 billion in local and regional economic impact and supported and served over 17,000 personnel. The \$1.3 billion in impact is broken down into three categories: annual payroll at \$892.1 million, annual expenditures (i.e. contracts and operations and maintenance) procured at \$190.3 million, and value of jobs created at \$314.5 million.



1.3 Compatibility Concerns

At JBSA-Randolph, the compatibility concerns relate to the growing population and expansion of developed land taking place in the incorporated communities surrounding the Joint Base. Over the past 10 years, the local communities surrounding JBSA-Randolph have increased by 60 percent from a base population of nearly 82,000 (from the communities surrounding the base and facilities excluding the City of San Antonio) to over 131,000 by the year 2010. While the regional area is expected to grow at a slow, steady rate for the next 20 years, the areas surrounding the base are growing rapidly. Such growth has the potential to cause development and infrastructure to be located in areas that are adjacent to or proximate to JBSA-Randolph. While adjacent development exists in various locations along the installation perimeter, without proper oversight and guidance, this continued pattern of

development could unintentionally jeopardize the USAF's ability to train its airmen, especially in newer aircraft systems.

1.4 JLUS Goal and Objectives

The goal of the JBSA-Randolph JLUS is to protect the viability of current and future military training operations, while simultaneously guiding community growth, sustaining the environmental and economic health of the region, and protecting public health, safety, and welfare. To achieve this goal, three primary JLUS objectives were identified:

- Understanding. Convene community and military representatives to identify, confirm, and understand compatibility issues in an open forum, taking into consideration both community and JBSA-Randolph perspectives and needs. This includes public awareness, education, and input organized into a cohesive outreach program.
- Collaboration. Encourage cooperative land use and resource planning among JBSA-Randolph and the surrounding communities so that future community growth and development are compatible with the training and operational missions at JBSA-Randolph seeking ways to reduce operational impacts on adjacent land proximate and within the study area.
 - Actions. Provide a set of mutually supported tools, activities, and procedures from which local jurisdictions, agencies, and JBSA-Randolph can select, prepare, and approve / adopt and use to implement the recommendations developed during the JLUS process. The actions include both operational measures to mitigate installation impacts on surrounding communities and local government and agency approaches to reduce community impacts on military operations.

1.5 JLUS Partners

As highlighted in the objectives stated previously, the JBSA-Randolph JLUS process was designed to create a locally relevant study that builds consensus and obtains support from the various stakeholders involved. To achieve the stated JLUS goal and objectives, the planning process included a public outreach program that utilized a variety of opportunities for interested parties to contribute to the development of the study.

Stakeholders include individuals, groups, organizations, and government entities interested in, affected by, or affecting the outcome of the JLUS project. An early step in any planning process is the identification of stakeholders. Informing or involving them early in the project is essential in the identification of their most important issues to address and resolve through the development of integrated strategies and measures. Stakeholders identified for the JBSA-Randolph JLUS included, but were not limited to, the following:

- JBSA-Randolph and JBSA personnel;
- Local jurisdictions (cities, counties and metropolitan planning organizations);
- Other partner agencies and organizations, such as local, regional, and state planning, regulatory, and land management agencies; landholding and regulatory federal agencies; landowner and realty associations; and other special interest groups (including local educational institutions and school districts);
- The general public, including residents and landowners.

These groups of stakeholders played a critical role in the development of the JBSA-Randolph JLUS and Background Report. Their input provided comprehensive, technical guidance relevant to their jurisdiction's policies, regulations, culture, and values. The JBSA-Randolph stakeholder groups helped shape the various strategies identified in this document.

1.6 Local Communities

This JLUS could not have been possible without the effort provided by the 11 communities participating in this study illustrated on Figure 1:

- Bexar County
- City of Converse
- City of Garden Ridge
- City of Live Oak
- City of San Antonio

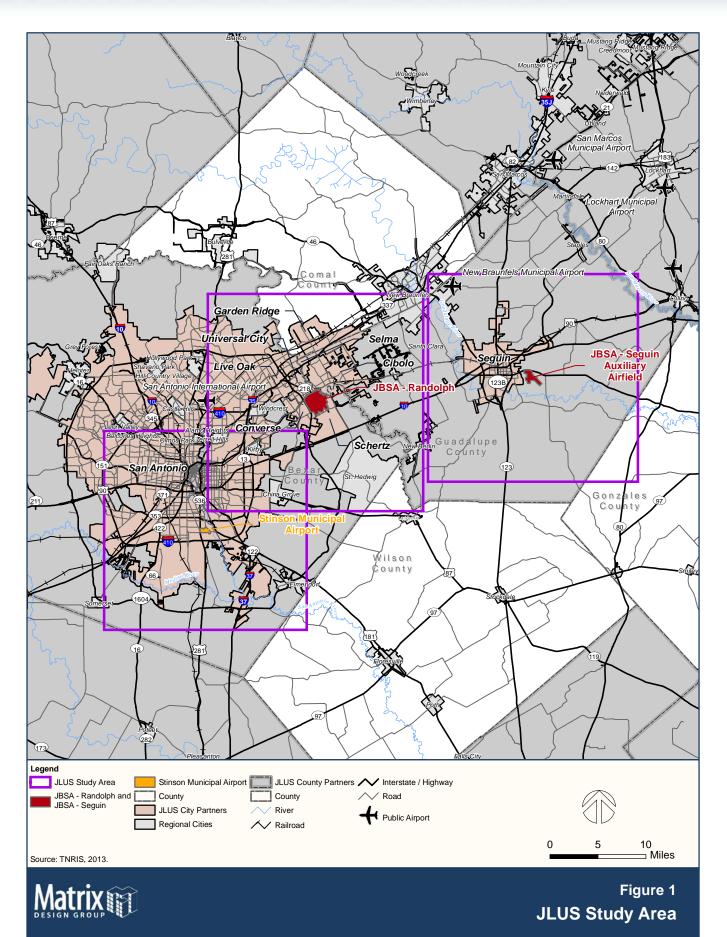
- City of Schertz
- City of Selma
- City of Universal City
- Guadalupe County
- City of Cibolo
- City of Seguin

In addition to the partners listed above, the JBSA-Randolph JLUS partnered with other agencies and organizations that provide a state, regional and / or community perspective. These partners brought to the study a vast, expert knowledge base in varying disciplines, including regional transportation practices, natural resources, and local "on-the-ground" perspective relevant to the unique land features and land ownership patterns. A complete listing of affiliated stakeholder groups that played a vital role in the development of the JBSA-Randolph JLUS includes:

- Federal Aviation Administration (FAA)
- Greater San Antonio Builders Association
- Real Estate Council of San Antonio
- San Antonio Board of Realtors
- Texas House of Representatives, District 118
- Texas House of Representatives, District 119
- Texas House of Representatives, District 120
- Texas Military Preparedness Commission
- U.S. House of Representatives, District 35
- Texas Department of Transportation

1.7 Public Participation

The general public was instrumental in the development of the JLUS and strategies by providing their perspective and feedback, both in public workshops and through the use of the interactive project website (www.jbsa-randolphjlus.com). During the development of the JLUS, three public workshops and one public hearing were held to solicit public input on the direction and content of the JLUS.



JLUS Committees

Two committees, comprising city, county, military, and other partner agencies and organizations, guided the development of the JBSA-Randolph JLUS:

Executive Committee (EC). This committee was responsible for leading the direction of the JLUS; its members are listed in the Acknowledgements section of this report.

JLUS Advisory Committee (AC). The AC identified and addressed technical issues, provided feedback on report development, and assisted in the development and evaluation of implementation strategies. The AC members are listed in the Acknowledgements section of this report.

1.8 JLUS Study Area

The JBSA-Randolph JLUS Study Area was designed to encompass all lands and operational areas of JBSA-Randolph locations and use areas that may impact current or future military operations or be impacted by these operations.

JBSA-Randolph is located in northeastern Bexar County, Texas, situated outside the San Antonio city limits, and is surrounded by several small municipalities: the City of Universal City to the north; the City of Schertz to the northeast, east and south; and the City of Converse to the west. The areas north and west of the installation are urbanized, while the area south and east of the installation are predominantly agricultural and open space with pockets of residential subdivisions.

JBSA-Seguin is a sub-installation of JBSA-Randolph and is located one mile east-southeast of the City of Seguin along U.S. Route 90 (US-90). The City of Seguin is characterized as a rural and agriculture-friendly municipality located 30 miles east of JBSA-Randolph along the Interstate-10 and US-90 corridor.

Stinson Municipal Airport is owned and operated by the City of San Antonio. It is situated in San Antonio City Council District 3, just south of downtown and is open to public use. It is approximately 33 miles south-southwest of JBSA-Randolph proper and is contracted by the Department of Defense (DOD) to enable flying training exercises. The area around Stinson Municipal Airport is characterized by portions of residential development and open and park space. Figure 1 illustrates the overall JBSA-Randolph JLUS study area.

Please see the next page.

The Joint Land Use Study (JLUS) study area includes three distinct and separate locations all within south-central Texas. Joint Base San Antonio-Randolph (JBSA-Randolph) is northeast of the City of San Antonio and is located between Interstates 10 and 35 in Bexar County. JBSA-Seguin Auxiliary Airfield (JBSA-Seguin) is located about 30 miles east of JBSA-Randolph, just south of Interstate-10 (I-10) in Guadalupe County. Stinson Municipal Airport, which is owned and operated by the City of San Antonio, is located in the southeast sector of San Antonio in City Council District 3, just west of I-37.

The present setting and character of the three areas within the overall study area are both, urban and rural. The area surrounding JBSA-Randolph includes both developed and undeveloped lands. The northern and western areas adjacent to the installation are primarily developed including residential, commercial, and industrial uses. The east and south areas of JBSA-Randolph are characterized by more rural land including agricultural, open / undeveloped, and low-density or rural residential uses.

The San Antonio metropolitan area is host to a diverse local economy and is a regional center for retail, business, and manufacturing. Several significant economic drivers exist throughout the JLUS Study Area, including the Caterpillar engine assembly plant in Seguin; the Hanson Quarry in Garden Ridge; and the San Antonio Military Medical Center in San Antonio. The diverse economy within the San Antonio metropolitan area comprises several industries including healthcare, retail, accommodation, administration, finance and insurance, construction, and manufacturing. These industries reflect the major economic development sectors found throughout the region. The suburban communities have diverse economies, but also rely on JBSA-Randolph for local economic support.

2.1 JLUS Community Growth Trends

Recent population growth has brought significant development to the study area. Every jurisdiction, with the exception of the cities of San Antonio and Seguin, experienced growth rates higher than those of the State of Texas and Bexar County, with the City of Selma growing by over 600 percent in the last decade. Additionally, the cities of Converse, Cibolo, Garden Ridge, and Schertz all experienced substantial growth due to the outward expansion from the central core of San Antonio and general expansion within these cities. Table 1 shows the population change from 2000 to 2010 and notes the percent change in the 10 years.

Despite this being a large, urbanized area, the majority of land in Bexar County is developed characterized by one major city, the City of San Antonio, numerous other cities, towns and military bases. This urbanized area encompasses 656 square miles within Bexar County, while the unincorporated area covers 600 square miles. JBSA R and Stinson Municipal Airport are located entirely within the county while JBSA-S is located in neighboring Guadalupe County.

Currently, the area within Guadalupe County continues to experience growth and, in recent years, a diversified economy and population boom. Manufacturing supported over 6,000 jobs in Guadalupe County in 2009, generating \$1.62 billion. Caterpillar built a \$170 million manufacturing plant in the City of Seguin, which supports 1,400 jobs in the area. The county's population has experienced a dramatic increase in recent years and had a 2010 population of 131,533. This population is largely clustered in or around Schertz, Cibolo, Seguin, and, to a small extent, the peripheries of New Braunfels and San Marcos.

The balance of Guadalupe County remains unchanged from earlier times and is primarily rural and agricultural.

Table 1. Population Change 2000-2010 JBSA-Randolph JLUS Study Area

Jurisdiction	2000	2010	Percent Change
State of Texas	20,851,820	25,145,561	21%
Bexar County	1,392,931	1,714,773	23%
City of Converse	11,508	18,198	58%
City of Garden Ridge	1,882	3,259	73%
City of Live Oak	9,156	13,131	43%
City of San Antonio	1,144,646	1,327,407	16%
City of Schertz	18,694	31,465	68%
City of Selma	788	5,540	603%
City of Universal City	14,849	18,530	25%
Guadalupe County	89,023	131,533	48%
City of Cibolo	3,035	15,349	406%
City of Seguin	22,011	25,175	14%

Source: Census.gov, 2000, 2010.

Future Population Projections

The Texas State Data Center (TSDC) prepared three projection scenarios for forty year population growth estimates for the State of Texas and all counties within its jurisdiction. The estimates included Bexar and Guadalupe counties, which are included in the study area. The TSDC included a background of the methodology used to prepare the three projection scenarios and provided recommendations regarding the use of each scenario's data set. The three data sets focused on a "Zero Migration Scenario", a "One-Half 2000-2010 Migration (0.5) Scenario", or a "2000-2010 Migration (1.0) Scenario". Matrix employed the recommendation for use of the "One-Half 2000-2010 Migration (0.5) Scenario" by the TSDC in so far as the TSDC noted that the "0.5 scenario continues to be the most appropriate scenario for most counties for use in long-term planning." These 0.5 migration projections are identified in Table 2.

These projections demonstrate a continued rate of growth in the State of Texas, Bexar County, and Guadalupe County. Although this information is not specific to the JLUS study area, it is helpful as it substantiates other growth projections and helpful in understanding regional growth trends.

Source: Texas State Data Center, Projections of the Population of Texas and Counties in Texas by Age, Sex and Race/Ethnicity for 2010-2050, Nov 2012JLUS Community Economic Trends

Table 2. Population Projections 2010-2050 JBSA-Randolph JLUS Area

Jurisdiction	2010	2020	2030	2040	% Change
State of Texas	25,145,561	28,921,650	32,927,245	37,022,513	47%
Bexar County	1,714,773	1,974,041	2,231,550	2,468,254	44%
Guadalupe County	131,533	160,265	192,682	225,850	72%

Source: Texas State Data Center, Projections of the Population of Texas and Counties in Texas by Age, Sex and Race/Ethnicity for 2010-2050, November 2012

2.2 Current Development in Adjacent Communities

A few of the communities within the JBSA-Randolph JLUS Study Area are located directly adjacent to JBSA-Randolph. These communities include the cities of Converse, Schertz, and Universal City. Development pressures extending from these adjacent jurisdictions can impact JBSA-Randolph operations and vice versa the military operations can impact the communities' ability to develop. The cities of Cibolo, Garden Ridge, Live Oak, San Antonio, and Selma, comprise the other communities included in the study area, which are proximate or adjacent to Converse, Schertz and Universal City and can absorb development from the adjacent communities or create additional impacts for the installation. Otherwise, the City of Seguin is located proximate to JBSA-Seguin and the City of San Antonio is located proximate to the Stinson Municipal Airport (Stinson).

City of Converse

The City of Converse while mostly developed, hired a firm to develop a plan for the city's 1604 Corridor to expand upon its amenities offered to its residents and visitors. The development is proposed for the city's eastern / southeastern boundary along the alignment of Loop 1604. This area encompasses both incorporated land and proposed future extraterritorial jurisdiction (ETJ). This corridor development is outlined in the 1604 Commercial Corridor Study and provides a variety of uses and amenities to the city's residents and visitors including but not limited to a healthcare / medical zone, several retail zones, and open space and recreational opportunities. The proposed development would be considered the gateway for the community and provide another foundation for the city's economic base.

Source: 1604 Commercial Corridor Study, Aug 2013

City of Schertz

According to the City of Schertz's Comprehensive Land Plan, the city witnessed a large amount of residential and industrial growth from 2000 to 2010 and expects continued growth in both sectors. The plan noted that the residential and industrial growth is occurring more in northern areas of Schertz when compared to the southern areas, since the southern areas face development challenges. Future constraints for continued residential and industrial growth include available land, flood plain, and the recommended land use guidelines to develop property located within the JBSA-R airfield safety zones and noise contours. Schertz has some concerns about sprawl and looks to the implementation of Smart Growth techniques, i.e., traditional neighborhood development, transit-oriented development, conservation subdivision techniques / cluster zoning, and planned unit, to grow efficiently.

Source: City of Schertz Comprehensive Land Plan, undated

City of Universal City

The main retail corridor through the City of Universal City is State Highway (SH) 218, Pat Booker Road, which provides the greatest development opportunity within the city. In the 2008 Universal City Comprehensive Plan, the city identified redevelopment and infill as the major means to obtain housing growth. The city zoned the areas along Pat Booker Road for retail and commercial services and has increased the density of its neighborhoods to medium-density zoning in many of the areas along the highway. Furthermore, the city's zoning ordinance includes three overlay districts: redevelopment, aviation district, and campus, in addition to the Randolph compatible use zone overlay, which will provide more flexible requirements to assist in developing these areas.

Sources: Universal City Comprehensive Plan 2008-2013; Universal City Zoning Ordinance

City of Cibolo

The City of Cibolo includes a large amount of ETJ area south of the incorporated city area. This ETJ extends south past I-10, abutting the City of San Antonio's ETJ, and east along I-10, abutting the City of Seguin's ETJ. The recent rapid population growth is likely to spur development and increase the rate of annexation. The ETJ area along I-10 is expected to provide an important development thoroughfare and contribute to the overall growth within the area.

The city has currently zoned much of the annexed area between SH 539 and I-10 as rural residential, while the areas closer to I-10, along Bolton Road and Main Street Extension, are zoned for commercial, commercial / industrial, single-family residential and mixed use land uses. These areas of concentration support the city's goals of expanding business development, industrial parks, and retail development to diversify the city's economy.

Sources: City of Cibolo – Update to the Master Plan, 2005; City of Cibolo Economic Development website homepage, accessed Oct 2013; City of Cibolo Future Land Use and Thoroughfare Map, 2013; City of Cibolo Overall Annex Map, July 9, 2013; Seguin City Limits / ETJ map, undated

City of Garden Ridge

The City of Garden Ridge is bound to the north and west by the City of San Antonio's ETJ, to the east by New Braunfels' and Schertz's ETJ, and to the south by Schertz's incorporated area. Current development is limited by the location of the active quarry, in the middle of the city. The city expects that the quarry will conclude operations in approximately 25 years. At that time, Garden Ridge expects to convert the property to 1,490 residential lots. Until such time the quarry operations cease, land cannot be developed. The zoning within the city is currently split into an even mix of single-family residential / residence-agriculture and industrial land uses.

Sources: City of Garden Ridge, Ordinance 13-102008 (zoning), Dec 3, 2008; City of Garden Ridge, Existing Zoning map, undated; City of Garden Ridge, 2009 Water Master Plan & Impact Fee Analysis

City of Live Oak

The City of Live Oak is bound to the north and west by the City of San Antonio's incorporated area, to the south by the San Antonio ETJ and the City of Converse, and to the east by the cities of Universal City and Selma. The city supports goals for infill development and increased density development. The city seeks to incorporate varied density mixed uses with retail elements in neighborhood-type residential developments. This mixed use redevelopment is one of the city's future land use recommendations; others include encouraging unique mixed-use non-residential development and protecting prime retail property for the highest use development. The city also seeks to capitalize on its location at the intersection of I-35 and Loop 1604 by furthering development of the business district in the area through redevelopment and infill.

Sources: Future Land Use Plan, City of Live Oak Comprehensive Plan 2022, undated; City of Live Oak, Texas, Zoning Map, Jul 2008

City of San Antonio

To further the city's long-term viability and growth, the City of San Antonio has identified supporting military installations as one of their Comprehensive Master Plan major goals, and supporting military missions and operations as one of their Annexation Policy statements. The City's ETJ and incorporated areas are located north, west, and south of JBSA-Randolph, but both are physically separated from JBSA-Randolph by the cities of Selma, Live Oak, Converse, and Schertz. The city's incorporated areas have been largely zoned for single-family residential uses with adjoining / nearby park and open space uses. Given the significant single-family residential development occurring in the cities between San Antonio and JBSA-Randolph, similar growth is likely to occur in the area controlled by the City of San Antonio.

Sources: City of San Antonio Comprehensive Master Plan Framework, 2011; City of San Antonio Future Land Use Plan, I-10 East Perimeter Plan Update, 2008

City of Selma

The City of Selma is bound to the north by the City of San Antonio's ETJ, to the east by the City of Schertz, to the south by the City of Universal City, and to the west by the City of Live Oak. In 2005, approximately one-quarter to one-third of Selma was undeveloped, vacant land. Since then, several single-family residential developments have been constructed as well as multi-family residential; office; hotel, i.e., a Holiday Inn Express; and both large, i.e., a Costco, and small retail development.

Source: City of Selma, 2005-2020 Comprehensive Development Plan Volume I, Jun 2007 To appropriately develop and assess compatibility issues for the JBSA-Randolph JLUS, it is critical to understand the military operations and activities associated with JBSA-Randolph missions and how those operations interface with nearby communities. This chapter provides a brief overview of the mission operational footprint for JBSA-Randolph, JBSA-Seguin, and Stinson.

JBSA-Randolph is located in Bexar County, Texas about 15 miles northeast of downtown San Antonio. The installation is near major transportation corridors including Interstate 35 (I-35), I-10, and Loop 1604 and rail operated by Union Pacific. Neighboring, developed communities include the City of Converse to the west, the City of Universal City to the north, and the City of Schertz, which wraps around JBSA-Randolph extending from the installation's northeast corner to the installation's southwest corner. In addition, there are other communities that are proximate to the aforementioned cities including Cibolo, Garden Ridge, Live Oak, and Selma.

3.1 JBSA-Randolph

The installation covers 2,894 acres and supports numerous activities and buildings that support the mission. These include facilities and uses associated with airfield operations; industrial / maintenance; administration; community commercial, i.e., Army and Air Force Exchange Service (AAFES), and community service, i.e., chapel; medical; housing; outdoor recreation; and open space / water.

Source: General Plan Randolph AFB, TX (undated)

Military Strategic Importance

JBSA-Randolph is a critical asset to the DOD and provides flying training to student and instructor pilots. Test and evaluation of aviation-related training systems is also conducted as part of the overall mission. JBSA-Randolph not only trains pilots and instructor pilots, the base is also home to major headquarters within the United States Air Force (USAF) including Air Education and Training Command, a major command in the USAF responsible for all education and training of today's airmen, Headquarters (HQ) Air Force Personnel Center, and HQ Air Force Recruiting Service.

In addition to being a critical flying training wing in the USAF and a home to several AF HQs, JBSA-Randolph provides over \$1.3 billion in economic impact to both local and regional economies. This impact is comprised of three components: annual payroll, annual expenditures, and value of jobs created. Moreover, JBSA comprised of JBSA-Randolph, JBSA-Lackland, and JBSA-Fort Sam Houston / Camp Bullis, in Bexar County provides over \$27.7 billion in economic impact to the region. These figures not only demonstrate the economic importance of JBSA to the region, but demonstrate that JBSA-Randolph is a significant component of the local economy.





Military Operations

The 12th Flying Training Wing (FTW), the host unit at JBSA-Randolph, conducts training for instructor pilots, combat systems officers and introduction to fighter fundamentals student pilot training. Pilot training is performed in the T-6A Texan II, T-38 Talon, and T-1A Jayhawk aircraft. Flight operations in support of the 12th FTW mission are conducted 260 days annually. These operations are conducted during the day and generally limited to the hours between 7:00 a.m. and 6:00 p.m. Night operations, i.e., from 10:00 p.m. to 6:00 a.m., are rare exceptions and require coordination with and approval from the 12th FTW Operations Group in accordance with the JBSA-R Noise Management Plan.



T-38C Talon aircraft. Photo courtesy of JBSA-Randolph.

Aside from flight operations conducted by aircraft based at JBSA-Randolph, other military aircraft occasionally utilize the airfield at the installation. These operations are considered transient operations and have steadily decreased over the years with 1,124 operations in calendar year (CY) 2010 and 314 operations as of July 2013 for CY13. Transient operations are accepted up to 312 days per year – in contrast to the 260 days provided to the 12th FTW for training. In addition to flying training mission, the 12th FTW provides repair or replacement of external parts on aircraft engines from aircraft at JBSA-R and other AF installations.

Future Operations

To enable the US Air Force to train in a new two-seat jet trainer, the USAF T-X program will begin in 2017 and is expected to be fully operational by 2023. The T-X aircraft will replace the T-38 Talon as the T-38 Talon fleet is over 43 years old. The new T-X aircraft is a faster twoseat jet that will enable sustained high-G operations, aerial refueling, night vision imaging systems operations, air-to-air intercepts, and data-link operations. This aircraft will be more advanced regarding the information systems capability of the aircraft as opposed to the T-38 aircraft. With this advanced technology, the T-X aircraft is more likely to have a larger noise footprint than its counterpart the T-38. This could have increased impacts on the communities in the vicinity of the JBSA-Randolph airfield.

3.2 JBSA-Randolph Military Mission Profile

The JBSA-Randolph mission profile is composed of various footprints that are associated with the mission. These components are either tangible meaning that they are either physically seen and / or heard or intangible meaning that they exist within space without being seen or heard. One example of a tangible footprint is noise associated with aircraft activity; one example of an intangible component is the flight path that an aircraft follows. These tangible and intangible footprints comprise the mission profile. Oftentimes, the profile is not contained within the confines of the military installation; noise, for example, does not stop at the fence line. The mission profile can potentially affect areas adjacent to or near the installation. Conversely, some development activities occurring in communities such as residential or commercial development within or adjacent to a military installation (depending on location) have a potential to adversely impact aircraft operations.

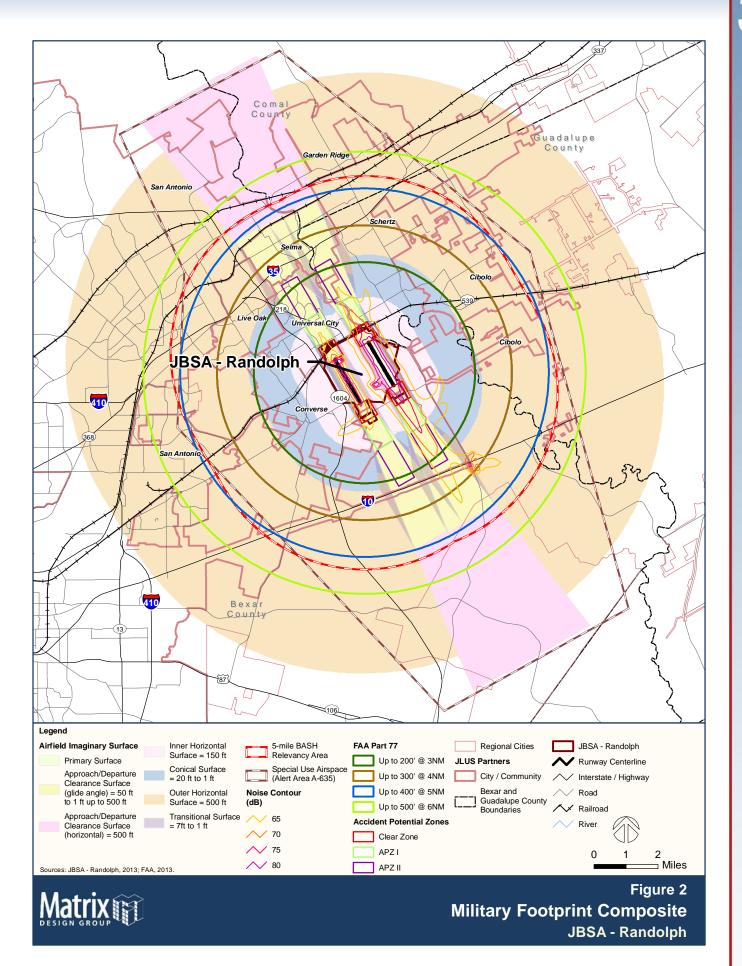
The JBSA-Randolph mission footprints are both localized and regional in nature. Localized footprints are shown in Figure 2 and include:

- Accident Potential Zones
- Noise Contours
- Bird and Wildlife Air Strike Hazard (BASH)
- Vertical Obstructions
- Imaginary Surfaces

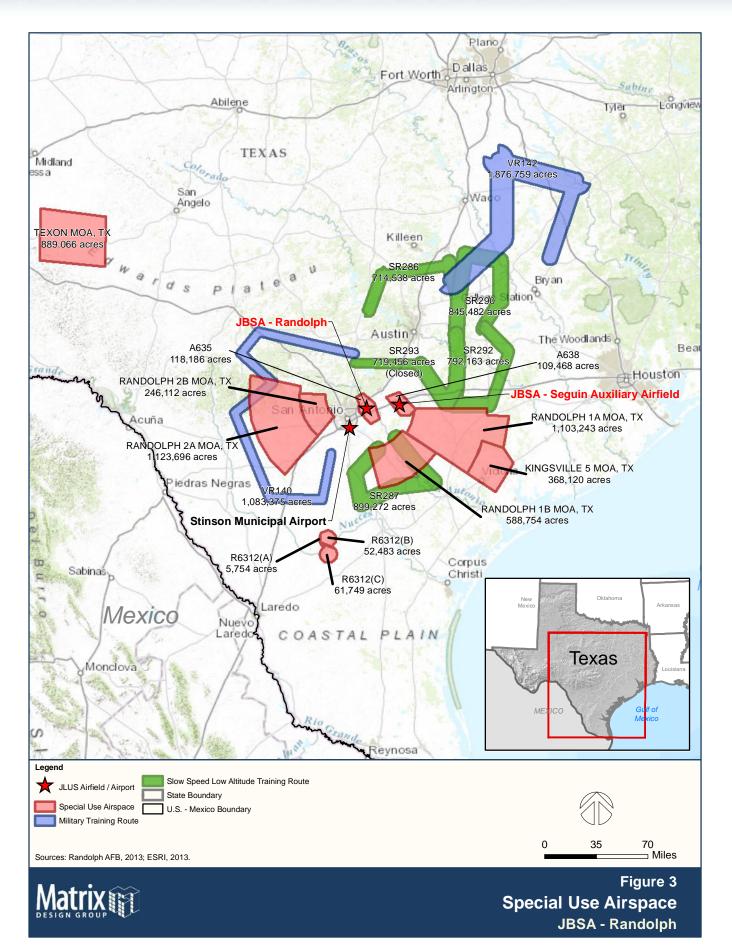
Regional footprints are illustrated in Figure 3 and include:

- Military Training Routes (MTRs)
- Military Operating Areas (MOAs)
- Restricted Airspace

8



Page 13



Maintaining and sustaining these local and regional footprints plays a significant role in the long-term viability of JBSA-Randolph and continued mission readiness of the USAF.

JBSA-R Local Operational Footprint

The JBSA-Randolph airfield operational footprint is comprised of the mission components associated with airfield operations including accident potential zones, noise contours, the BASH area, and imaginary surfaces. These components involve varying levels of land use planning from jurisdictions and the military to enable compatibility with the military mission. Such planning recommendations include restricting development in the clear zone (CZ) of the airfield and lowering building heights to prevent unnecessary vertical obstructions and promote navigable airspace.

Accident Potential Zones

Accident potential zones (APZs) encompass three main areas from the end of the runway(s): the CZ, APZ I, and APZ II. These zones start at the ends of the runways and extend outward and are delineated based upon historical data of aircraft accidents. DoD recommends land uses for these areas to encourage and promote compatibility with military operations and to protect the public welfare. As shown in Figure 2, the CZ extends outward from the ends of the runways by 3,000 feet and is 3,000 feet wide and has the potential to create compatibility issues within the cities that are encompassed within the CZs. The APZ I measures 3,000 feet wide and 7,000 feet in length, they extend outward from the CZ respectively.

It should be noted that the northern JBSA-Randolph CZs encompass land within Universal City and the City of Schertz, and the southern CZs encompass land within the cities of Converse and Schertz. The northern APZ I areas are within the cities of Universal City and Schertz and the southern APZ I encompasses land in the cities of Converse, Schertz, and San Antonio. The northern and southern APZ II areas extend into the cities of Universal City, Selma, and Schertz, respectively.

Aircraft Noise Contours

The noise contour information was prepared for Randolph AFB in the 2008 AICUZ Study. The AICUZ was updated in part, due to the change in noise exposure since the 2000 AICUZ. The noise exposure is modeled based off of the type of aircraft flown, including the T-6 and T-38 for annual average busy-day aircraft operations. The loudest JBSA-R noise contours generated by military aircraft operations occur within the installation boundaries, but portions of the 65 dB and 70 dB noise contours extend off base into the surrounding communities of Converse, Universal City and Schertz and in small portions of land not contained in the Study Area.

Imaginary Surfaces

The DOD under Unified Facilities Criteria (UFC) 03-260-01 has identified certain imaginary surfaces around runways at military installations to determine how structures and facilities are evaluated for creating vertical obstructions around an active airfield. The imaginary surfaces build upon each other and are designed to eliminate obstructions either natural or man-made, to air navigation and operations. Each type of imaginary surface has different dimensions, planes or slopes in which a structure intruding upon it may be considered a vertical obstruction. Figure 2 illustrates the JBSA-Randolph imaginary surfaces and provides the allowable heights and slopes in these imaginary surfaces.

Bird Air Strike Hazard Relevancy Area

Birds and wildlife pose a threat to military training and flight operations. Due to changes in regional migratory patterns and the availability of dense foliage for roosting on the installation, JBSA Randolph has become an ideal habitat for a flock of migratory White Winged Dove. At an estimated flock size of 12,000-15,000 birds, and growing, the White Winged Doves present a particularly acute risk to high-speed jet operations on Randolph's east runway. These birds accounted for only 12.5 percent of damaging bird-strikes in FY 12, but this rate steadily increased to 55.6 percent of damaging birdstrikes in FY 14. Aggressive efforts are underway to contain the expanding BASH threat. Risk mitigation techniques, such as adjusting flight operations, successfully reduced overall bird strikes from 75 in FY13 to 70 in FY 14.

Previous short-term methods are planned for expanded use in FY 15 but are considered unsustainable due to long term effects on lost training and reduced pilot production. Habitat reduction by eliminating retaining ponds and flora favorable to these species greatly reduces the risk associated with bird activities. While small in number, large bird species that inhabit installation water sources are especially damaging in an aircraft strike incident. These large birds, such as Cranes and Egrets, are most effectively controlled by eliminating nonessential water sources both on the installation and in the communities surrounding the installation. Figure 2 illustrates the FAA statistical BASH relevancy area around JBSA-Randolph.



BASH impact to aircraft. Photo courtesy of JBSA-Randolph.

Vertical Obstructions

Separately from and in addition to the established imaginary surfaces, the FAA also establishes further guidance to reduce the potential for accidents surrounding an airfield. This guidance is codified in the Code of Federal Regulations at Title 14, Part 77.17 and utilized by the FAA during obstruction evaluations. The guidance and process for obstruction evaluation is more fully detailed in Section 4: Existing Tools as it is not a military-specific element and is not a direct result of JBSA-Randolph operations. It is included here, within the military profile, nonetheless, because it is associated with airfield operations. Figure 2 illustrates Part 77 relevancy areas.

JBSA-R Regional Operational Airspace

With respect to military operations, regulatory special use airspace (SUA) includes prohibited areas and restricted areas. Non-regulatory special use airspace

includes military operating areas (MOAs), military training routes (MTRs), warning areas, alert areas, national security areas, and controlled firing areas. Specific to JBSA-Randolph, regulatory and non-regulatory special use airspace includes MOAs, MTRs, and slow-speed low altitude training routes, as well as alert areas and restricted airspace as illustrated in Figure 3.

Military Operating Areas

The Randolph 1A MOA is located east/southeast of San Antonio. The Randolph 1B and Kingsville 5 MOAs are both located southeast of San Antonio. The Randolph 2A and 2B MOAs are both located west of San Antonio. The TEXON MOA is located northwest of San Antonio and is the greatest distance away from San Antonio out of all of the MOA. While these areas are not located within this JLUS study area, it is discussed here and shown in Figure 3 to provide a comprehensive picture of the overall airspace footprint for the JBSA-Randolph mission.

Source: San Antonio Sectional (May 2, 2013) FAA; Joint Order 7400.2J: Procedures for Handling Airspace Matters – Military Operations Areas (Aug 22, 2013) FAA; Installation Complex Encroachment Management Action Plan figure (March 2012) JBSA; in person interview with S Taylor (Jul 2013); GIS data provided by JBSA-R

Military Training Routes

There are two types of MTRs associated with the JBSA-R operations: instrument flight rule or IFR and visual flight rule or VFR. The primary difference between IFR and VFR MTR is the ability to fly with or without the use of instruments in various weather conditions.

There are also Slow Speed Altitude Training Routes associated with JBSA-Randolph and an alert area. Slow speed, low altitude training routes (SR) are generally not considered a MTR, but are treated much the same as a MTR. The SUA and Slow Speed Low Altitude Training Routes are illustrated in Figure 3. This figure also illustrates the regional airspaces for which numerous installations in the region use to perform their training missions.

Source: Area Planning AP/1B Chart, Military Training Routes-Central U.S. (May 2, 2013) National Geospatial-Intelligence Agency [NGA]; Area Planning, Military Training Routes – North and South America (Nov 15, 2012) NGA; Installation Complex Encroachment Management Action Plan figure (March 2012) JBSA; in person interview with S Taylor (Jul 2013); GIS data provided by JBSA-R

JBSA-R Alert Area A-635

The large amount of flight activity involving student pilots associated with the JBSA-Randolph mission required the airspace surrounding the airfield to be designated Alert Area A-635. It should be noted that Alert Area A-635 does not extend into or include any of the Class D airspace that is directly associated with the JBSA-Randolph airfield; it does, though, envelop and surround the entire Class D airspace. Alert Area A-635 covers an area comprising 118,186 acres and is illustrated on Figure 3.

Alert Area A-638

Like the designation of Alert Area A-635 due to the large amount of flight activity involving student pilots associated with the JBSA-Randolph mission, the airspace over the JBSA-Seguin airfield is also designated as Alert Area A-638 for the same reasons. A-638 covers an area comprising 109,468 acres. This SUA is shown in Figure 3.

Alert Area A-638 does not preclude entry by aircraft unassociated with the military flight operations; although, it does require all flight operations in the area to be conducted under VFR. Other attributes associated with Alert Area A-638 includes an operational area that extends vertically to and including 3,000 ft. mean sea level (MSL) and horizontally across a large area encompassing the airfield. The time of use associated with A-638 begins at sunrise and ends at sunset from Monday to Friday.

Source: San Antonio Sectional (May 2, 2013) FAA; Installation Complex Encroachment Management Action Plan figure (March 2012) JBSA; in person interview with S Taylor (Jul 2013); GIS data provided by JBSA-R

Aerial Refueling Area AR614

There is one aerial refueling area west of JBSA-Randolph designated as AR614. Aerial refueling must be conducted within the designated airspace under instrument flight rules and on flight tracks with specific entry and exit points. In AR-614, the refueling altitude is designated at flight level (FL) 250 (25,000 ft.), FL 270 (27,000 ft.) or as designated by Air Traffic Control. The time of operation for AR614 is unlimited.

Source: http://ivaous.org/main/pilot/military/Airrefueltracks.pdf

3.3 JBSA-Seguin Auxiliary Airfield

JBSA-Seguin is centrally located in Guadalupe County, three miles east-southeast of the City of Seguin and almost 27 miles east of JBSA-Randolph. It has one runway and covers 961 acres. It is an unattended airport and restricted to use by the military; prior authorization is required prior to landing at the airfield. The infrastructure and environs at JBSA-Seguin are the responsibility of JBSA-Randolph.

Military Operations

JBSA-Seguin supports the flight instruction training mission at JBSA-Randolph, providing an area free from urban encroachment ideal for touch-and-go operations, practice approaches, and emergency landing procedures practice. Runway renovations were recently completed at JBSA-Seguin and the airfield is operational to support the flight instruction training mission.

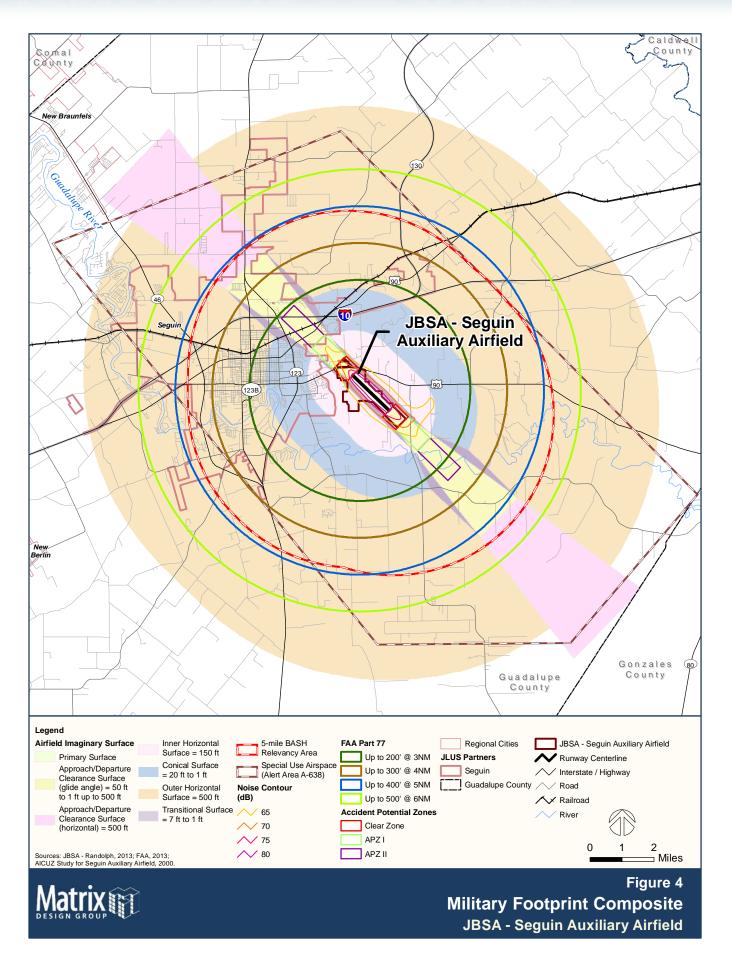
JBSA-Seguin Military Mission Footprints

The JBSA-Seguin mission footprint is illustrated on Figure 4 and is comprised of the mission components associated with airfield operations including accident potential zones, noise contours, the BASH area, and imaginary surfaces.

Accident Potential Zones

The APZ zones, i.e., CZ and APZs, for JBSA-Seguin were mapped in the 2000 AICUZ Study for Seguin Auxiliary Airfield, Texas. Knowing that the length of the runway has not changed since that time, the safety zone dimensions have not changed. As mentioned before, the AF standard measurements for CZs extend outward 3,000 feet from the end of the runway and 3,000 feet wide. The CZ is the standard size and encompasses areas in unincorporated Guadalupe County. The APZ I and II measurements are the standard size affecting both the city and county. Figure 4 illustrates these APZs.

Source: AICUZ Study for Seguin Auxiliary Airfield, TX, Dec 2000.



Aircraft Noise Contours

As shown in Figure 4, the JBSA-Seguin noise contours do not interface with the City of Seguin directly. However, it should be noted that a majority of the noise contours directly affect land uses within Guadalupe County. Additionally, the 65 dB contour is proximate to a portion of the eastern city limit of Seguin, and there is a small portion of the 75 dB noise contour that is located off-installation.

Imaginary Surfaces

Figure 4 also displays the dimensions of the imaginary surfaces layers that build upon each other and surround the JBSA-Seguin airfield. The dimensions, planes, and slopes of these surfaces are the same as those associated with the JBSA-Randolph airfield, as both JBSA-Randolph and JBSA-Seguin airfields include Class B runways.

Source: AICUZ Study for Seguin Auxiliary Airfield, TX (Dec 2000); Unified Facilities Criteria: Airfield and Heliport Planning and Design (Nov 17, 2008) DOD

Bird Air Strike Hazard Relevancy Area

Figure 4 illustrates the JBSA-Seguin BASH relevancy area, the BASH Plan notes one issue related to this area– circling and soaring raptors and increased vulture activity. JBSA-Randolph believes these activities are associated with hunting field dressing deer during the season, beginning the end of September to the beginning of November for archery only and beginning November to the beginning of January for the general season.

Vertical Obstructions

As previously indicated within the information regarding JBSA-Randolph, the FAA established guidance to reduce the potential for accidents surrounding an airfield. More information about the FAA guidance is included in Section 4: Existing Tools and in the JBSA-Randolph description. Figure 4 displays JBSA-Seguin Part 77 relevancy areas.

Source: 14 CFR § 77.17

3.4 Stinson Municipal Airport

Stinson Municipal Airport (Stinson) is owned and operated by the City of San Antonio. The inclusion of Stinson within the JBSA-Randolph JLUS is based on the JBSA-Randolph military flight operations that occur at Stinson. Accordingly, information in this section regarding Stinson will be limited to the operations involving JBSA-Randolph to the extent possible.

Current Operations

While the majority of Stinson's current operations are general aviation, the relevant component to this JLUS is the JBSA-Randolph military operation involvement. The total of all military activities totaled 7,146 for a 12-month period ending March 26, 2011. This total represents 4.5 percent of the total aviation operations conducted at Stinson for the same period. Historical data captured from 2002 to 2011 shows transient military operations outnumbered local military operations for all years between and including 2002 to 2008. Beginning in 2009, the number of transient military operations decreased from previous years, but appears to have stabilized around 3,000 to 3,500 annual operations based on available data.

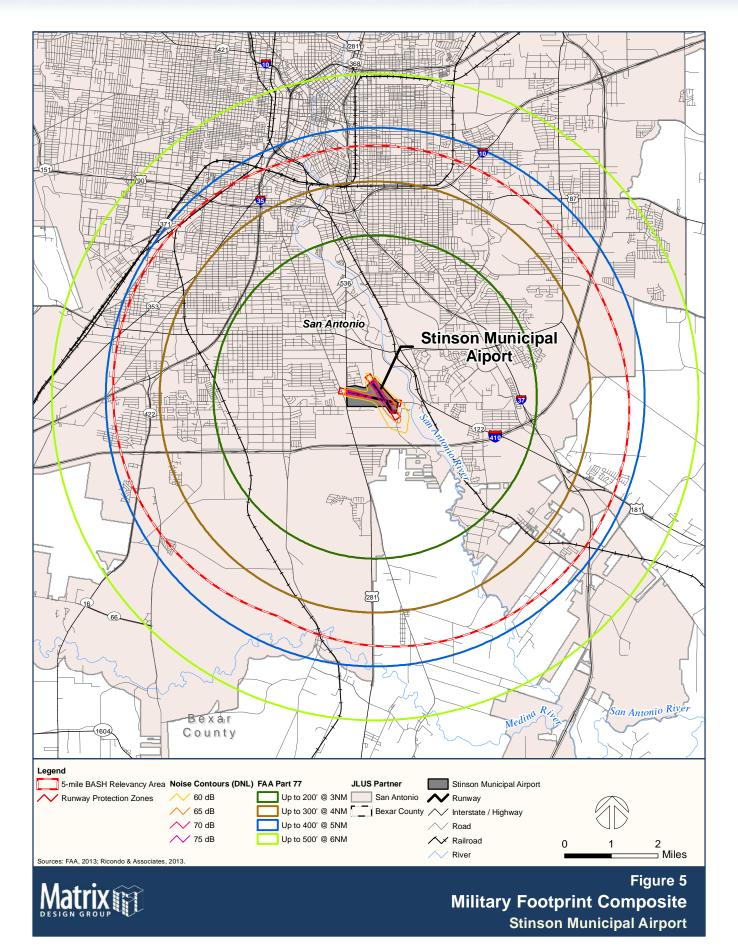
Source: Stinson Municipal Airport Master Plan Update (May 2013) Kimley-Horn and Assoc.; Airport Master Record (Jun 27, 2013) FAA; Advisory Circular 150/5300-13A (Sept 28, 2012) FAA; San Antonio Sectional (May 2, 2013) FAA; FAA Airport Master Record, 2013.

Stinson Mission Footprint

The overall footprint relating to the operations at Stinson is likely to be reflective of the general aviation operations unlike the footprint for JBSA-Randolph and JBSA-Seguin, where data for those two locations only included military operations. In addition, the footprint relative to military operations, as illustrated in Figure 5, is likely to be exaggerated since the military operations only comprise a small percentage of the overall aviation operations.

Safety Zones

Several different safety and protection zones comprise the Stinson Municipal Airport Safety Zones. They are Object Free Areas, Runway Protection Zones, Runway Safety Areas and Obstacle Free Zones.



Object Free Areas and Runway Protection Zones

CZs and APZs are associated with military airfields. Civilian airfields, in contrast, utilize object free areas (OFAs) and runway protection zones (RPZs). The OFA is located in the same general area and serves the same purpose as the military's CZs in that it is an area located at the end of a runway and is intended to be "free of objects" as noted in the FAA Advisory Circular regarding airport design. Additionally, the RPZs act similarly to the APZs in that they are designed to minimize harm to persons and property in the event of an aviation-related incident during takeoff or landing. RPZs, though, differ from APZs in size, shape, and property ownership requirements. RPZs vary in size and are enlarged or minimized according to the type of aircraft a runway supports.

Figure 5 displays RPZs at Stinson. All of the runways at Stinson include RPZs, but do not include OFAs. This is because the active part of the runway, the point at which an aircraft will physically gain or lose contact with the runway during landing or takeoff, starts several hundred feet from the end of the paved area associated with the runway. The active start of the runway – the runway threshold - is displaced from the end of the paved area. These runway areas are not used for takeoff or landing and act as the OFA since the area is kept free of objects by virtue of the paved areas associated with the runway location.

Source: Advisory Circular 150/5300-13A (Sep 28, 2012) FAA; Memorandum: Interim Guidance on Land Uses within a Runway Protection Zone (Sep 27, 2012) FAA; Stinson Municipal Airport Master Plan Update (May 2013) Kimley-Horn and Assoc.

Runway Safety Area

The runway safety area (RSA) includes all areas directly adjacent to the runway and is sized to arrest 90 percent of all runway overruns. According to the FAA, "The RSA enhances the safety of aircraft which undershoot, overrun, or veer off the runway, and it provides greater accessibility for fire-fighting equipment during such incidents." The size of the RSA is standardized based on the aircraft approach category and the aircraft design group.

Source: Advisory Circular 150/5300-13A (Sep 28, 2012) FAA; Stinson Municipal Airport Master Plan Update (May 2013) Kimley-Horn and Assoc.; FAA AC, 2012.

Obstacle Free Zone

The primary purpose of the obstacle free zone (OFZ) is to ensure the safe maneuver of aircraft in the areas near and adjacent to an airfield / runway. The OFZ dimensions for civilian runways are fully dependent on "approach minimums for the runway end and the aircraft on approach". Accordingly, the size of the OFZ is standardized based on the aircraft approach category and the aircraft design group.

Source: Advisory Circular 150/5300-13A (Sep 28, 2012) FAA; Stinson Municipal Airport Master Plan Update (May 2013) Kimley-Horn and Assoc.; FAA AC, 2012.

Aircraft Noise Contours

Similar to the noise modeling and resulting noise contours prepared for JBSA-Randolph, noise contours were produced for activities at Stinson and are shown in Figure 5. While the DNL 75 dB and 70 dB noise contours are confined to the Stinson Municipal Airport property, the DNL 65 dB contour extends off the southern end of Stinson approximately 500 feet into San Antonio. The DNL 60 dB noise contour associated with the south end of the airport property extends into areas where residential and industrial uses are located. According to the *Airport Improvements* document, four residential dwelling units having approximately 11 persons would be affected by noise equal to or greater than DNL 60 dB.

Source: Airport Improvements for Stinson Municipal Airport Environmental Assessment (Jun 2007) Ricondo & Assoc

Imaginary Surfaces

The imaginary surfaces that help to define acceptable height limits for civilian airports are established by the FAA and implemented based on the aircraft approach category and the aircraft design group. The City of San Antonio's Unified Development Code Airport Hazard Overlay District stipulates the surfaces and size of surfaces developed for and utilized by Stinson. These surfaces are shown in Figure 5.

Source: 14 CFR § 77.17; City of San Antonio Unified Development Code Section 35-331: "AHOD" Airport Hazard Overlay District, Jan 2006

Bird Air Strike Hazard Subzone

FAA recommendations for BASH management state that land use management around an active airfield out to five statute miles from the center of the runway is key to mitigating the incidence of BASH. The FAA indicated this area was the area where BASH incidents were most likely to occur because aircraft are flying at lower altitudes and speeds. This makes the probability for BASH incidents to occur higher as BASH incidents typically occur at altitudes up to 3,500 feet AGL. The BASH relevancy area for Stinson is shown on Figure 5.

Vertical Obstructions

As previously mentioned in the JBSA-Randolph and JBSA-Seguin operational footprints, the FAA established guidance to reduce the potential for accidents surrounding an airfield based on heights of structures and ground elevation. More information about the FAA guidance is included in Section 4: Existing Tools and in the JBSA-R description. Figure 5 illustrates the FAA Part 77 footprint for Stinson. There are numerous existing tools that can be used to encourage, promote, and manage compatibility between military installations and their neighboring communities. These tools exist at the federal, installation, state, regional, and local level and are used for compatibility purposes to guide every day land use and operational decisions in communities and on military installations.

This chapter lists some of the key tools that are currently, or are recommended to be more efficiently utilized or enhanced to address the compatibility issues identified by the JBSA-Randolph (JBSA-Randolph) Joint Land Use Study (JLUS) process. The tools listed in this section are not exhaustive, but are meant to provide a brief overview of the primary tools currently utilized in the JLUS Study Area.

4.1 Federal Programs and Policies

The federal programs and policies are provided for by the various branches of the federal government. These tools authorize other federal, state, and local agencies to implement regulatory measures and policies to protect the multiple resources that are involved in land use and military compatibility planning. The intent of these regulatory measures and policies include the protection and preservation of the quality of life and public welfare and the myriad of natural resources including land, water, and airspace.

These tools assist land use decision makers and planners of all levels to make informed decisions, which can enable compatible land use development between joint land uses—military and community land uses.

Federal programs and policies were evaluated in the JBSA-Randolph JLUS to assist in determining where areas of improvement could enable enhanced land use planning at the local level. Some key federal programs that were evaluated in the JBSA-Randolph JLUS process include but are not limited to the Air Installation Compatible Use Zone (AICUZ) Program and the Federal Aviation Act, specifically FAA Regulation Title 14 Part 77. For a complete description of these programs and tools, see the Background Report, Chapter 4, Existing Compatibility Tools.

4.2 JBSA-Randolph Tools

The JBSA-Randolph installation tools provide guidance for land uses and development activities on the installation. These tools govern land use decisions that occur inside the fence line.

These tools provide guidance and establish standard operating procedures during certain events such as a bird air strike hazard (BASH) condition and / or the parameters for conducting missions within the military operating area (MOA). There are various installation tools that are instrumental in assisting and guiding land use decisions as they interface with the military mission. Some key JBSA-Randolph tools that were evaluated in the JLUS process include but are not limited to the BASH Plan and the JBSA-Randolph 2030 General Plan. However it should be noted, the 12 Flying Training Wing (FTW) does not consider the AICUZ land use recommendations as compatible with its training operations. The 12 FTW conducts approximately 200,000 flight movements annually in fighter-trainer type aircraft and the density of urban development recommended by the AICUZ substantially increases mission risk and the likelihood that people and property will be significantly impacted by an aircraft mishap.

4.3 State of Texas Tools

The state tools provide further assistance and protection of land uses in the State of Texas. The tools authorize or mandate local counties and cities to provide for the protection of the State's valuable industries including the DOD and agriculture. In addition, the State's tools require communities and developers to protect and preserve the State's natural resources including land and water by establishing further regulatory measures to ensure the natural environment is preserved and protected from over-consumptive practices.

Some essential State tools that were analyzed in this JLUS include but are not limited to the Joint Airport Zoning Board (JAZB) authorized by Chapter 241 of the Texas Local Government Code, the Texas Military Preparedness Commission and the Airport Compatibility Guidelines authored by the Texas Department of Transportation, Aviation Division.

4.4 Texas Local Jurisdiction Planning Tools

The planning tools used by the study area jurisdictions were analyzed and categorized as permanent, semi-permanent, or conditional. In Texas, only cities may enforce traditional land use and development regulatory authority. Very few counties in Texas have limited authority to regulate land uses, i.e. Bexar County is authorized to regulate lighting in the unincorporated portions of the county. Counties are not required to adopt Comprehensive Plans; however, cities are required by state law to have a comprehensive plan and update it every five years.

Texas Local Government Code provides cities and counties with authority to regulate the subdivision of land within incorporated and extraterritorial jurisdiction (ETJ) areas, including managing roads, streets, drainage, and rights-of-way. In general, land cannot be divided in Texas without local government approval. Dividing land for sale or lease is regulated by local ordinances based on the Texas Local Government Code (Chapter 212 for cities and Chapter 232 for counties).

In the case of cities, the comprehensive plan, zoning, subdivision, and other ordinances govern the design of the subdivision, the size of its lots, and the types of improvements (street construction, sewer lines, drainage facilities, etc.). Counties may only regulate subdivisions as they apply to roads, property setbacks and groundwater.

There are 29 incorporated municipalities and numerous smaller, unincorporated communities within Bexar and Guadalupe Counties. While the missions conducted at JBSA-Randolph have the potential to intermittently affect different parts of the counties at one time or another, this JLUS focuses on areas of Bexar County and its incorporated cities of Converse, Garden Ridge, Live Oak, San Antonio, Schertz, Selma, and Universal City, and Guadalupe County and its incorporated cities of Cibolo and Seguin. These areas are most affected by JBSA-Randolph operations and conversely, are the areas that have the most potential to pose compatibility issues for JBSA-Randolph.

Some essential local jurisdiction planning tools that were analyzed in this JLUS include but are not limited to the following:

- Comprehensive Plans, Unified Development Code and Zoning Ordinances and Orders, and Subdivision Regulations
- Building Codes
- Annexation Regulations
- City of San Antonio Airport Hazard Overlay District/ Military Airport Overlay Zone
- City of San Antonio Military Sound Attenuation Overlay Districts, Section 35-339.05
- City of Schertz Airport Installation Compatible Use Zone District
- City of Universal City Perpetual Clear Zone Easement and Formal Coordination Letters

The local jurisdiction planning tools provide further assistance and protection of land uses in the communities proximate to JBSA-Randolph facilities.

5.1 Identification of Compatibility Issues

Compatibility, in relation to military readiness, is defined as the balance or compromise between community and military needs and interests. The goal of compatibility planning is to promote an environment where both entities communicate, coordinate, and implement mutually supportive actions that allow them to achieve their respective goals and objectives.

Numerous factors influence whether community and military plans, programs, and activities are compatible or in conflict. For the JBSA-Randolph JLUS, 24 compatibility factors were evaluated to confirm the presence of, and establish priorities for, the key Study Area issues. Two of these factors, noise and vibration, were grouped together due to similar issues and strategies.

5.2 JBSA-Randolph Compatibility Issues by Factor

Alternative Energy Development is the likelihood of development of alternative energy developments within the JBSA-Randolph JLUS Study Area. Alternative energy includes wind and solar energy facilities. Any current or proposed wind or solar facilities in the study area located in areas where low-altitude aviation operations can occur can create a vertical obstruction and / or visual impairment for pilots. The uncoordinated placement of these facilities can lead to incompatibilities with the JBSA-Randolph mission. The following Alternative Energy Development issue was identified:

 Local ordinances do not regulate alternative energy equipment or facility siting which may pose a vertical obstruction and/or safety issue for flight operations.

Anti-Terrorism / Force Protection is the protection and security of the nation's defense assets. Issues are created when national defenses can be breached or compromised, such as development close to the fence line where the public can view operational activities. It is important for the DOD and JBSA-Randolph to address these issues to ensure military readiness. The following Anti-Terrorism / Force Protection issue was identified:

 JBSA-Randolph East Gate does not meet all AT / FP requirements, which may affect security and local community traffic congestion due to the traffic throughput constraints at the gate.

Communication / Coordination is the communication and collaboration between multiple agencies engaged in a common goal. For the JBSA-Randolph JLUS, interagency coordination represents several challenges for both JBSA-Randolph and surrounding communities. The lack of a coordinated approach when planning activities including proposed development and infrastructure extensions can result in incompatibilities for sustaining the JBSA-Randolph mission and growth of the surrounding communities. The lack of information sharing such as important geographic information system data used for planning and mapping can potentially result in incompatible development near the installation and ranges. The following Interagency Communication / Coordination issues were identified:

 Local jurisdictions and the public are not clear who they should contact at JBSA-Randolph regarding specific questions, complaints or coordination.

Page 25

- There is a need for JBSA-Randolph to enhance their coordination and notification with the local jurisdictions / public when there is an increase in military training activities that are outside their typical training schedule.
- There is a need for better coordination between JBSA-Randolph and local jurisdictions regarding proposed development applications to achieve compatible development in support of the military mission and the positive economic impact the military brings to the community.
- There is no defined JBSA-Randolph response time for reviewing proposed development actions within the Universal City Perpetual Clear Zone Easement Area.
- There is a lack of notification or accurate notification to potential buyers looking to purchase property / homes within the Accident Potential or Clear Zones.
- There is a lack of notification to potential home buyers that a military installation is located within the area which may generate noise, vibration or other impacts associated with military missions.
- Multiple agencies advocate for the preservation of military mission and local economic development and have similar overarching goals, but lack integrated coordination reducing the potential for maximization of resource use and shared benefits.
- A comprehensive set of Geographic Information Systems (GIS) data depicting military mission profiles and footprints is not available to local jurisdictions and agencies.
- Continued coordination of the shared airspace between JBSA-Randolph and San Antonio International Airport is important to ensure the safety of the pilots and the public located beneath the airspace.
- Despite notification from Houston Air Route Traffic Control Center, general aviation aircraft enter Military Operating Areas where military aircraft are conducting nontraditional flight maneuvers.

- The Metropolitan Planning Organization Board does not include JBSA-Randolph representation.
- There is a lack of temporary construction and crane operation permits within the jurisdictions for the approach and departure corridor.

Dust, Smoke, and Steam is a by-product generated by both military and civilian activities. Dust and smoke is not only a visibility nuisance, but can also be an air quality issue for Bexar County. Dust from agriculture activities located near the airfields can be incompatible with low-level flight operations and create visual impediments for pilot navigation. The following Dust, Smoke, and Steam issue was identified:

 The refinery near Stinson Municipal Airport emits particulate into the air that can create a visibility hazard for pilots.

Housing Availability is the availability of eligible and qualified housing units to military personnel and their families. While military personnel from visiting units reside on-base, mission increases will need to be coordinated with communities so that they can plan and prepare for additional housing to accommodate any growth in personnel. The following Local Housing Availability issue was identified:

 As growth continues to occur within the area surrounding JBSA-Randolph, the availability of adequate housing to support the needs of military personnel may be limited.

Infrastructure Extensions represent compatibility issues for JBSA-Randolph based on their proposed or planned location. Transportation routes and electrical and water infrastructure impact land uses differently based on location, magnitude of the improvements, and the resulting outcome. Infrastructure extensions tend to catalyze development in the surrounding communities. This development can create incompatibilities with JBSA-Randolph military operations. The following Infrastructure Extensions issues were identified:

- military training activities by encouraging annexation practices in areas critical to the military mission. The following Land Use issues were identified:
 - Several local jurisdictions that have areas which are located within the airfield safety zones or noise contours do not reference or implement the AICUZ recommendations.
 - The language about AICUZ recommendations in a few of the local jurisdictions zoning ordinances are not clear and may create an interpretation challenge.
 - Concern about the application of the 2011 AICUZ DOD Instructions Floor to Area Ratio (FAR) recommendation. The Floor to Area ratio recommendation was not part of the AICUZ but it is part of the instructions.

Legislative Initiatives are issues that require legislative action or amendments to ensure compatibility factors are addressed within local jurisdictions that affect or are affected by proximity to JBSA-Randolph. The following Legislative Initiatives issue was identified:

- Current real estate seller disclosure forms do not contain notice informing potential buyers that military training operations occur within the area.
- Bexar and Guadalupe Counties have limited zoning and subdivision authority, which restricts the enforcement of compatible development.

Light and Glare can be generated by both military and civilian uses. Light and glare can be generated from certain construction materials during the daytime when sunlight reflects off the structure. This can create visual impairments for pilots flying at low altitudes. Certain types of alternative energy development can create glare for pilots in training, posing a safety hazard to the pilot and the aircraft. The following Light and Glare issues were identified:

- Commercial and retail development, particularly outdoor retail and commercial activities that require additional lighting, may impact flight operations at JBSA-Randolph.
- Rooftop- or ground-mounted solar panels without anti-reflective coating can create glare.
- Directed light from unregulated and unconventional sources, i.e., laser scope for paint

- Desire for additional sewer treatment capacity within the City of Schertz – south and east of JBSA-Randolph as well as other future plans for infrastructure improvements in surrounding communities could encourage incompatible growth.
- JBSA-Randolph currently does not have a redundant water supply system and may be at risk if their existing system fails.

Land / Air Space Competition is defined as multiple uses of both land and air spaces. The JBSA-Randolph JLUS evaluated land and air space shared between military and civilian activities relative to commercial / civilian general aviation operations in the region. The JBSA-Randolph JLUS also assessed several land areas used for recreational purposes. The following Competition for Land and Air Spaces issues were identified:

- The airspace that JBSA-Randolph uses is already congested and concerns exist that the competition for airspace will increase due to community airport growth, expanded JBSA-Randolph operations, and potential San Antonio International Airport runway improvements.
- New Braunfels Regional Airport and Stinson Municipal Airport civilian flight training operations occur in the same airspace used by JBSA-Randolph military trainers for runway approach.
- Proximity of other airfields to JBSA-Randolph and JBSA-S auxiliary runway approaches create airspace conflicts.



Land Use is the impetus for the JBSA-Randolph JLUS. The JLUS assesses various components of land use to determine

compatibility between unique military missions and the economic vision of the surrounding jurisdictions. This assessment considers accomplishing mutual goals and benefits to facilitate the military's continued training mission for readiness while allowing for economic development in adjacent communities. Certain land uses are sensitive to noise, vibration, and other impacts generated by military training exercises. In contrast, certain land uses employed by communities can limit ball shooting accuracy, can be hazardous to pilots and cause temporary blinding.

 A lack of consistency in controlling light sources, glare, and general ambient light may result in an unsuitable night training environment for flying training operations.

Noise and Vibration are the result of both military training exercises and construction and development activities. These factors can be incompatible with sensitive land uses. Noise that is loud and extending into night hours can disrupt the lives of the public. Vibration can disrupt daily living activities and in extreme cases cause structural damage. The JLUS strives to balance community quality of life with mission operations and readiness.

The following Noise and Vibration issues were identified:

- The military flight operations that occur at JBSA-Randolph, JBSA-S, and Stinson Municipal Airport produce noise that is heard outside the boundaries of the installations.
- Local jurisdiction's building codes do not require sound attenuation per the Federal Aviation Administration / Department Of Defense guidance.
- JBSA-Randolph and San Antonio International Airport flight patterns may be redirected due to weather or congestion which may lead to noise complaints sent to JBSA-Randolph that were actually caused by aircraft from the commercial airport.
- General concern that JBSA-Randolph cannot forecast future mission requirements, i.e., larger aircraft, which may generate a larger noise footprint and increase noise complaints from the community since many people are not aware that a change in a flying mission may impact the amount of aircraft noise they may hear.
- JBSA-Randolph may expand maintenance depot activities and night operations that could include engine run-up exercises on test cells which may generate an increase in noise complaints.
- Concern that noise complaints may increase at JBSA-S Auxiliary Airfield after the runway

improvements are completed and flight operations resume.

 Vibration complaints are an issue in the cities of Schertz and Universal City.

Roadway Capacity can create incompatibilities between military operations and civilian activities due to limited roadway capacity. Roadway Capacity was evaluated for coordination of improved public roadways to meet the needs of both military and civilian uses. The following Roadway Capacity issue was identified:

- Mass transit is limited around JBSA-Randolph due to the suburban nature of the area.
- Road network near JBSA-Randolph is congested with frequent wait times / delays during peak use hours; this affects JBSA-Randolph and local communities.
- Potential retail development along FM-3009 (Roy Richard Drive) and Interstate 35 in the city of Schertz may result in increased local traffic.
- Current Union Pacific rail operations supporting the natural gas extraction industry temporarily halt thru-traffic on State Highway 218 (Pat Booker Road) causing periodic vehicle stacking near JBSA-Randolph.
- Thirty to forty commercial deliveries / trucks queue along Old Seguin Road to enter
 JBSA-Randolph through the South Gate and impact local roadway congestion.
- Existing interstate infrastructure is at capacity, which results in regional traffic congestion and impacts daily workforce commuters to and from JBSA-Randolph.

Safety issues are generated by both military and civilian land uses. Safety concerns relevant to military operations include development (i.e. even the stacking of hay bales and other such commodities) near or adjacent to the runway in areas where development is strongly discouraged such as the Clear Zone. Safety issues are also evaluated based on the land uses located near active runways, such as water features, that can attract birds and wildlife to this critical aviation area where low-speed low-altitude aircraft perform operations. The following Safety issues were identified:

- There are existing land uses and proposed developments within the airfield safety zones around JBSA-Randolph that are incompatible.
- A portion of existing development within the JBSA-Seguin airfield safety zones is incompatible due to the type of land use and / or density.
- A portion of existing development near Stinson Municipal Airport is nonconforming due to buildings or structures located in runway protection zones.
- There are no policies or regulations that deal with land uses that may pose Bird/Wildlife Aircraft Strike Hazard risks near JBSA-Randolph and JBSA-Seguin.
- Any development that occurs within the CZ and is not part of the CZ easement will be incompatible per DOD AICUZ instructions.
- San Antonio International Airport's aging radar equipment services all local airfields, but requires routine repairs and lacks a backup and redundancy system.



Vertical Obstructions

are structures that impede navigable airspace for both military and civilian aircraft operations. Structures that pose a threat to the airspace for military and civilian aviation

include tall wind turbines and wireless communication towers. It is important to ensure the communities adjacent to JBSA-Randolph plan accordingly to safeguard against unintended safety concerns relative to structures that obstruct navigable airspace. The following Vertical Obstructions issues were identified:

 Current ordinances do not adequately regulate building heights in conjunction with FAA Imaginary Surfaces height recommendations.

- Though local zoning ordinances do not consider adjustments for site elevations that are higher than the existing airfield elevation at JBSA-Randolph for wireless communication tower permits, telecom contractors coordinate directly with the FAA regarding height restrictions and lighting and a statement from JBSA-Randolph must be provided that the proposed communication use will not interfere with flight operations prior to approaching local municipalities to install or upgrade cell towers.
- Allowing each new vertical structure / equipment application to construct an individual tower results in crowded airspace.
- Above ground utility poles are located in JBSA-Randolph runway approach and departure flight corridors and may be a vertical obstruction to flight operations and pose a safety risk.

Water Quality and Quantity is the factor that assesses the quantity and quality of water resources in the JBSA-Randolph JLUS Study Area. This factor evaluates the amount of water that is utilized by the installation relative to the available supply of water and then compares that with the demand and supply that is utilized by the surrounding communities to provide for the necessary public services. In addition to evaluating the water supply, this factor also reviews the overall quality of public water use in the JLUS Study Area. Water quality can be affected by military operations, public recreation use and stormwater drainage. The following Water Quality and Quantity issues have been identified:

- Edwards Aquifer provides the majority of local water supply and future supplies could be constrained by various demands. Current and future regional water quantity and availability are major concerns.
- The City of Converse may face additional storm water runoff from the JBSA-Randolph runway if additional paving is installed.



Please see the next page.

6.1 Implementation Plan

This section identifies and organizes the recommended actions (strategies) developed through a collaborative effort between representatives of local jurisdictions, JBSA-Randolph (JBSA-Randolph), state and federal agencies, local organizations, the general public and other stakeholders that own or manage land or resources in the region. Because the JBSA-Randolph JLUS is the result of a collaborative planning process, the recommendations in this section represent a true consensus plan; a realistic and coordinated approach to compatibility planning developed with the support of stakeholders involved throughout the process.

JLUS strategies incorporate a variety of actions that can be implemented to promote compatible land use and resource planning. Upon implementation, existing and potential compatibility issues arising from the civilian / military interface can be removed or significantly mitigated. As such, the recommended strategies function as the heart of the JLUS document and are the culmination of the planning process.

The recommended strategies for JBSA-Randolph JLUS have been tailored to consider the unique flight operations and associated risk factors including Bird / Wildlife Aircraft Strike Hazards (BASH) specific to JBSA-R and to assist the installation and surrounding counties and cities with informed development decisions that protect the aviation mission and growth capability of communities while protecting the public health, safety, and welfare.

The JBSA-Randolph mission is unique within the Air Force due to its high volume of pilot training aircraft operations, making the installation control towers the busiest in the Air Force. Due to weather factors and pre-existing high-density development north of JBSA-Randolph, approximately 70-80% of these operations are conducted to the south. The 12th Flying Training Wing conducts over 26,000 sorties annually, including more than 212,000 local takeoffs and landing traffic pattern operations in 2014. In particular, the 12th Flying Training Wing conducted over 115,000 takeoffs and landings on the west runway in 2014 alone with the high-performance T-6 Texan trainer as the primary aircraft accounting for these operations. Due to the requirement to deconflict operations from the east parallel runway, departing aircraft must fly a course heading of 160 degrees to the west of the APZs. However, on every takeoff, there is a 30 second window in which a pilot's only safe option is to eject in the case of an engine failure. In this circumstance, the probability that the aircraft will land in the APZs is high. The T-38 Talon is a dual-engine fighter-trainer aircraft that operates from the east runway. There is a significantly more acute risk of an accident occurring with this aircraft during traffic pattern operations due the higher speeds and weight of the T-38 compared to the T-6.

The 2008 Air Installation Compatible Use Zone (AICUZ) study indicates that 80 percent of all aircraft mishaps that occur within 10 nautical miles involve fighter-trainer type aircraft. A safety risk assessment conducted by the 12th Flying Training Wing concluded that the development recommendations made by the 2000 and 2008 Air Installation Compatible Use Zone Study (AICUZ) are not sufficiently restrictive to protect the community from the risks involved in high-volume trainer operations and that high-volume trainer operations flown by the 12th Flying Training Wing's 145 T-38, T-6, and T-1 aircraft are not compatible with urban environments.

Bird / Wildlife Aircraft Strike Hazards present a significant threat to aircraft safety. In particular, there is a significant year-round bird strike risk caused by thousands of migratory and resident white-winged doves that transit JBSA-Randolph's east runway on a daily basis. These birds have become a major problem for JBSA-Randolph and significant resources have been invested to modify the habitat on Base. Unique to Randolph, aircraft operating at this location frequently strike these birds on takeoff which results in a much greater hazard to development in the southern APZs. The bird strike risk is heightened because T-38 engines are highly susceptible to engine loss due to bird ingestion.

Due to risk profile associated with the aircraft operations and BASH at JBSA-Randolph, the 12th Flying Training Wing has recommended restrictions on development:

- Urban development within southern APZ I of either the west or east runway is not compatible.
- Residential development of 1 house per 10 acres in a non-linear arrangement within southern APZ II of the west runway is compatible.
- Residential development of 1 house per 20 acres within southern APZ II of the west runway is compatible. Other uses in accordance with AICUZ criteria may be compatible.
- Residential development within the 65 decibel noise contour is not compatible. Residential construction in these zones presents the possibility of future training restrictions due to the sustained impact of noise on residents.

These collective factors and recommended development restrictions are critical considerations that have influenced the unique nature of the recommended strategies as they apply to the JBSA-R JLUS. It is important to note that the JLUS is not an adopted plan, but rather a recommended set of strategies which should be implemented by the JLUS participants to address current and potential future compatibility issues.

The key to the implementation of the strategies is the establishment of the JLUS Implementation Task Force to oversee the JLUS execution. Through this Task Force, local jurisdictions, JBSA-Randolph, and other interested parties can continue their initial work together to establish procedures, recommend or refine specific actions for member agencies, and make adjustments to strategies over time to ensure the JLUS continues to resolve key compatibility issues through realistic strategies and implementation.

Implementation Plan Guidelines

The key to a successful plan is balancing the different needs of all involved stakeholders. Several guidelines formed the basis upon which the strategies were developed:

- In concert with the Texas state laws, the Implementation Plan was developed with the understanding that the recommended strategies must not result in a taking of property value. In some cases, the recommended strategies can only be implemented with new enabling legislation.
- In order to minimize regulation, where appropriate, strategies were recommended only for specific geographic areas to resolve the compatibility issue.
- Similar to other planning processes that include numerous stakeholders, the challenge is to create a solution or strategy that meets the needs of all parties. In lieu of eliminating strategies that do not have 100 percent buy-in from all stakeholders, it was determined that the solution / strategy may result in the creation of multiple strategies that address the same issue but tailored to individual circumstances.

Military Influence Areas

In compatibility planning, the term "Military Influence Area" (MIA) is used to formally designate a geographic area where military operations may impact local communities, and conversely, where local activities may affect the military's ability to conduct its mission. An MIA is designated to accomplish the following:

- 1. Promote an orderly transition between community and military land uses so that land uses remain compatible.
- 2. Protect public health, safety, and welfare.
- 3. Maintain operational capabilities of military installations and areas.
- 4. Promote an awareness of the size and scope of military training areas to protect areas separate from the actual military installation (i.e., critical air space) used for training purposes.
- 5. Establish compatibility requirements within the designated area, such as requirements for sound attenuation and avigation easements.

An MIA delineates a geographic area where strategies are recommended to support compatibility planning and JLUS goals and objectives. The MIAs are where the majority of the recommended strategies apply.

The proposed JBSA-Randolph, JBSA-Seguin, and Stinson Municipal Airport (Stinson) Military Influence Area Overlay Districts (MIAOD) are areas that incorporate all MIAs and Subzones. To better reflect the area of interest and focus implementation, several MIAs are further divided into subzones.

The MIAOD and its subzones including the Controlled Compatible Land Use Area for JBSA-Seguin (CCLUA) are used to define the geographic areas where policies and regulations will be developed and applied to implement the JLUS strategies. This technique ensures the strategies are applied to the appropriate areas, and that locations deemed not subject to a specific compatibility issue are not adversely impacted by regulations inappropriate for their location or circumstance.

JBSA-Randolph

JBSA-Randolph Military Influence Area Overlay District

The JBSA-Randolph MIAOD is a proposed geographic area where strategies associated with each JBSA-Randolph MIA subzone apply. Figure 6.1 illustrates the overall MIAOD with all of the subzones. Figure 6.2 illustrates the MIAOD and areas comprising the BASH and Vertical Obstruction Subzones. Figure 6.3 illustrates the Safety and Noise Subzones encompassed within the MIAOD geographic area.

JBSA-Randolph Military Influence Area Subzones

The four MIA subzones identified for JBSA-Randolph are shown on Figures 6.1, 6.2 and 6.3 and described on the following pages:

- Bird Air Strike Hazard (BASH) MIA Subzone
- Vertical Obstruction MIA Subzone
- Safety MIA Subzone
- Noise MIA Subzone

BASH Military Influence Area Subzone

The BASH MIA subzone is characterized by areas that could be affected by bird and wildlife strikes due to low-level flight operations. These operations can impact community activities and conversely, community activities could adversely affect operations in this area if not coordinated with JBSA-R. The BASH MIA subzone is illustrated in Figure 6.2.

The BASH subzone represents a 5-mile statistical relevancy area from the center of the runway recommended by the Federal Aviation Administration (FAA). Land uses in this area may be subject to additional regulations to prevent attractants of birds and wildlife that could increase the risk of safety to pilots and aircraft flying at lower speeds and altitudes.

Vertical Obstruction Military Influence Area Subzone

The Vertical Obstruction MIA subzone includes both the imaginary surfaces and FAA Part 77 guidance for determining vertical obstructions illustrated on Figure 6.2. This combined guidance serves to protect important flight areas for aircraft that operate out of JBSA-Randolph. Within this MIA subzone, strategies address various height restrictions to avoid vertical obstructions.



500-Foot Vertical Clearance

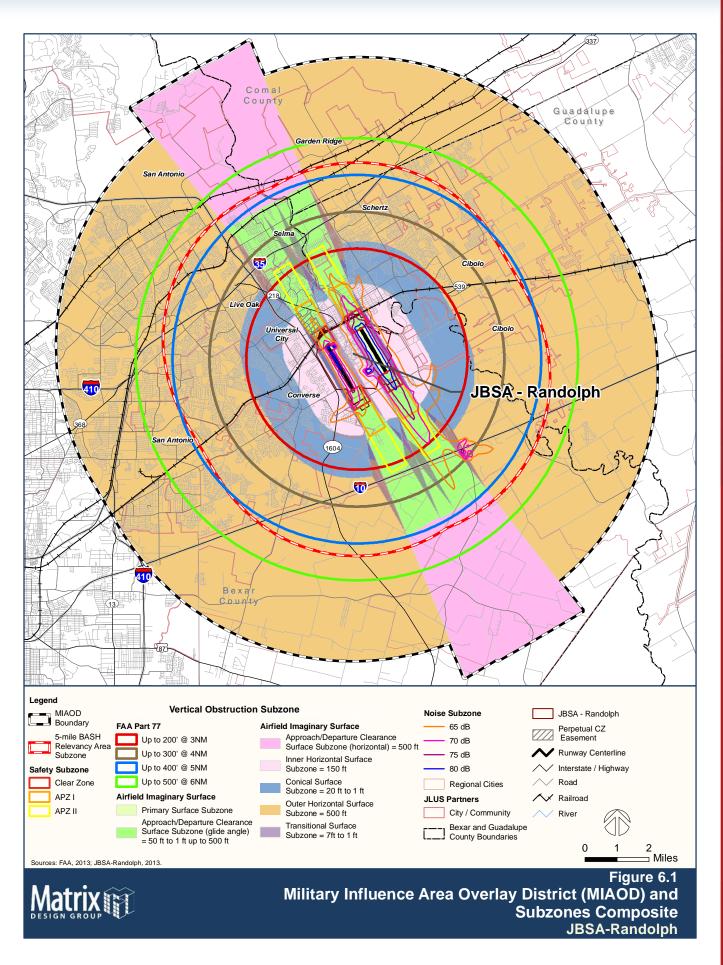
The 500-foot clearance zone is characterized by the vertical limits of the most expansive imaginary surface the approach and departure clearance surface, illustrated on Figure 6.2. In this surface, for every 50 horizontal feet extending from the end of runway, development can extend one vertical foot up to 500 feet. Land uses should be coordinated with JBSA-Randolph to ensure safety to the public and pilots is of highest priority.

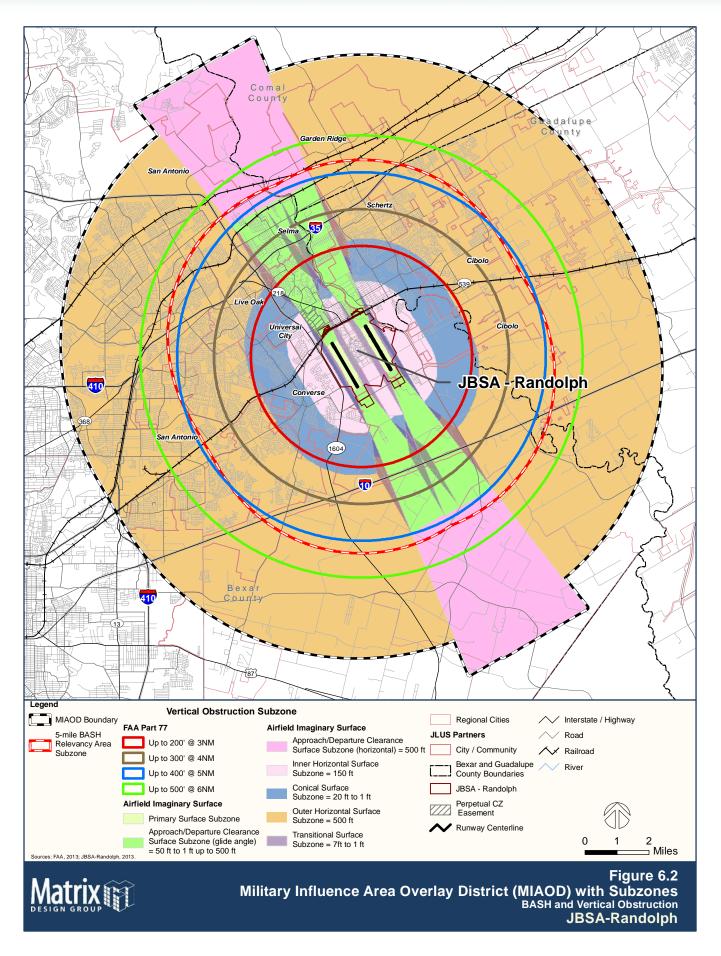
Safety Military Influence Area Subzone

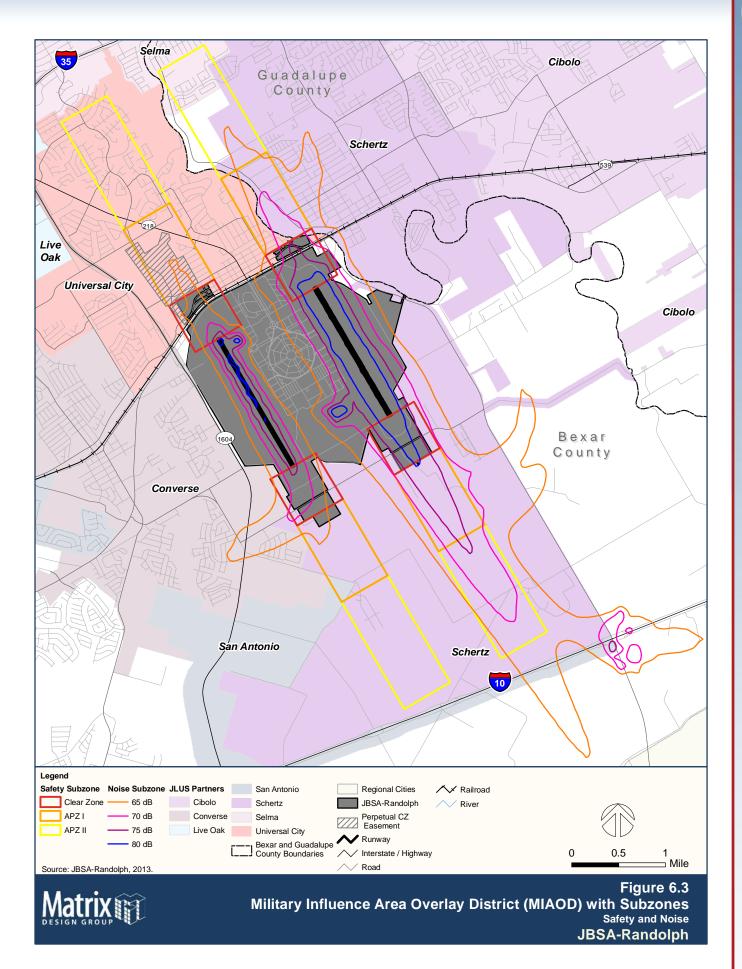
The Safety MIA Subzone addresses areas that could be affected by low-speed and low-altitude aircraft associated with military training operations. As described in Chapter 3 of the Background Report, the safety zones include the Clear Zone and Accident Potential Zones I and II. These areas are characterized by a high risk for aircraft collisions due to location and types of aviation operations that occur. The size and location of these areas are illustrated in Figure 6.3. New development located within this MIA subzone may be subject to lower densities and potentially other regulations to control attractants for birds and other wildlife.

Noise Military Influence Area Subzone

The Noise MIA subzone includes all land located off installation within the 65 dB noise contour for JBSA-R. Other noise contours represent subzones for which residential development and other noise sensitive land uses within this MIA subzone may be subject to sound attenuation measures to reduce noise impacts. Figure 6.3 illustrates the Noise MIA subzone.







JBSA-Seguin Auxiliary Airfield

JBSA-Seguin Military Influence Area Overlay District

The JBSA-Seguin MIAOD is a proposed geographic area where strategies associated with each JBSA-Seguin MIA subzone apply. Figure 7.1 illustrates the overall MIAOD with all of the subzones. Figure 7.2 illustrates the MIAOD and areas comprising the BASH and Vertical Obstruction Subzones. Figure 7.3 illustrates the CCLUA, Safety. And Noise Subzones encompassed within the MIAOD geographic area for JBSA-Seguin airfield.

The four MIA subzones and Controlled Compatible Land Use Area (CCLUA) for JBSA-Seguin are identified below, and shown and described on the following pages:

- BASH MIA Subzone
- Vertical Obstruction MIA Subzone
- Controlled Compatible Land Use Area Subzone
- Safety MIA Subzone
- Noise MIA Subzone

BASH Military Influence Area Subzone

The BASH MIA subzone is characterized by areas that could be affected by bird and wildlife strikes due to low-level flight operations. The BASH MIA subzone illustrated in Figure 7.2 represents a 5-mile statistical relevancy area from the center of the runway around the JBSA-Seguin airfield prescribed by the FAA. Certain land uses in this area may be subject to additional regulations to prevent attractants of birds and wildlife that could increase the risk of safety to pilots and aircraft flying at lower speeds and altitudes.

Vertical Obstruction Military Influence Area Subzone

The Vertical Obstruction MIA subzone includes both the imaginary surfaces and FAA Part 77 guidance for determining vertical obstructions illustrated on Figure 7.2. This combined guidance serves to protect important flight areas for aircraft that operate out of JBSA-S. Within this MIA subzone, strategies address various height restrictions to avoid vertical obstructions.

500-Foot Vertical Clearance

The 500-foot clearance zone is characterized by the vertical limits of the most expansive imaginary surface— the approach and departure clearance surface,

illustrated on Figure 7.2. In this surface, for every 50 horizontal feet extending from the end of runway, development can extend one vertical foot up to 500 feet.

Controlled Compatible Land Use Area Subzone

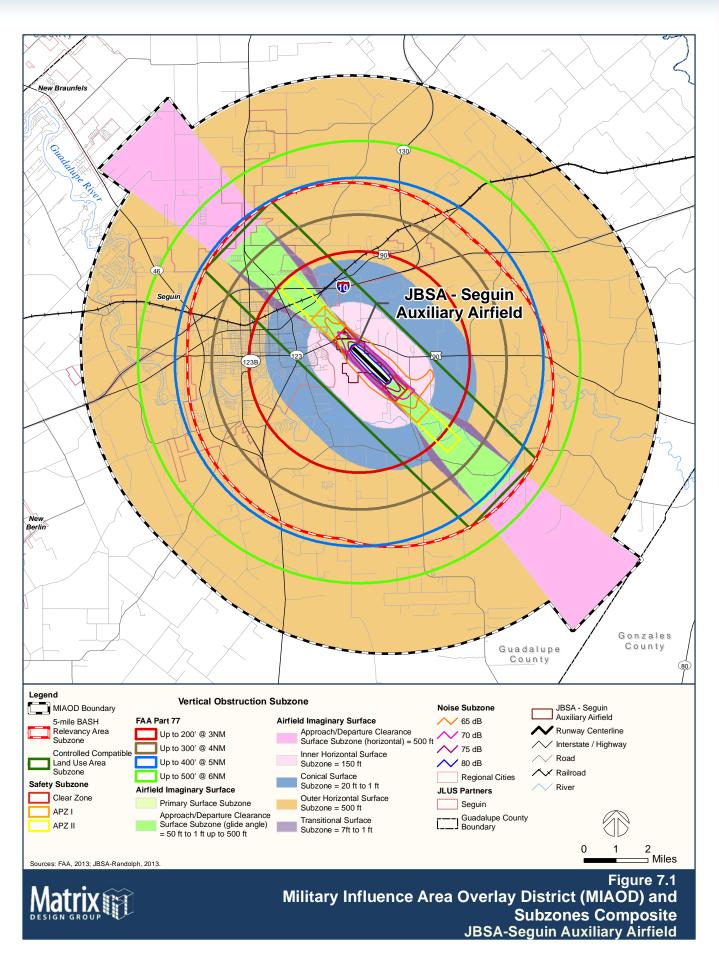
The CCLUA boundary around JBSA-Seguin is the MIA subzone that would allow for airfield zoning coordination and would give land use authority to an established Joint Airport Zoning Board (JAZB), pursuant to Texas Local Government Code, Section 241.014. This MIA subzone defines an area for the JAZB to regulate and adopt airport zoning regulations for lower densities and height restrictions, including areas within the Safety and Noise Subzones, and within the unincorporated portion of Guadalupe County since the county does not have land use authority. The CCLUA boundaries for JBSA-Seguin are shown on Figure 7.3.

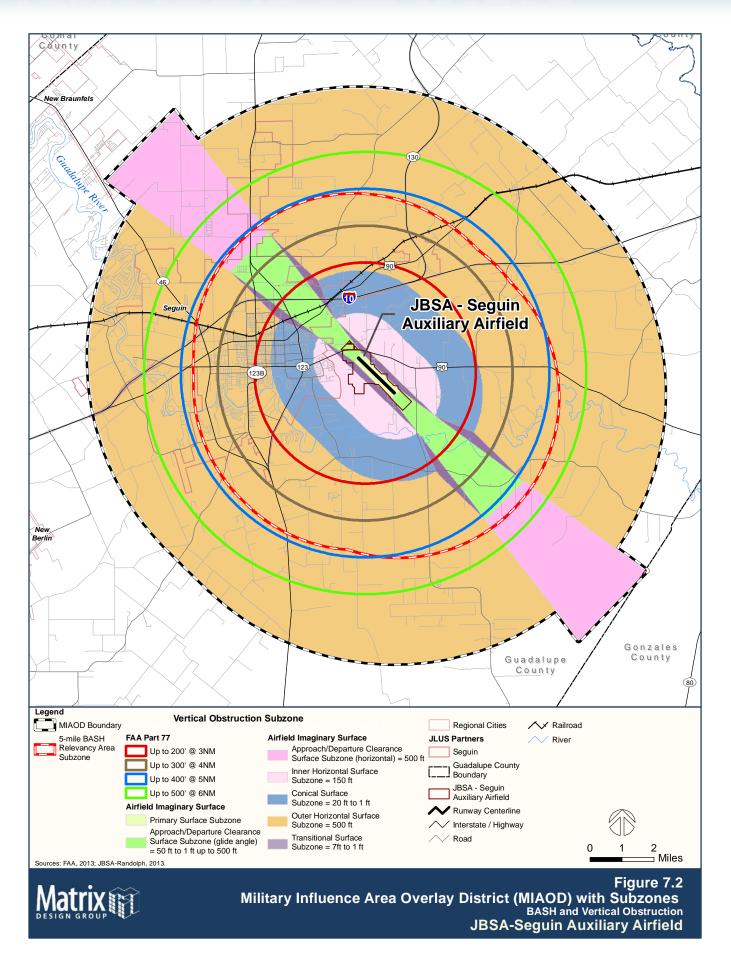
Noise Military Influence Area Subzone

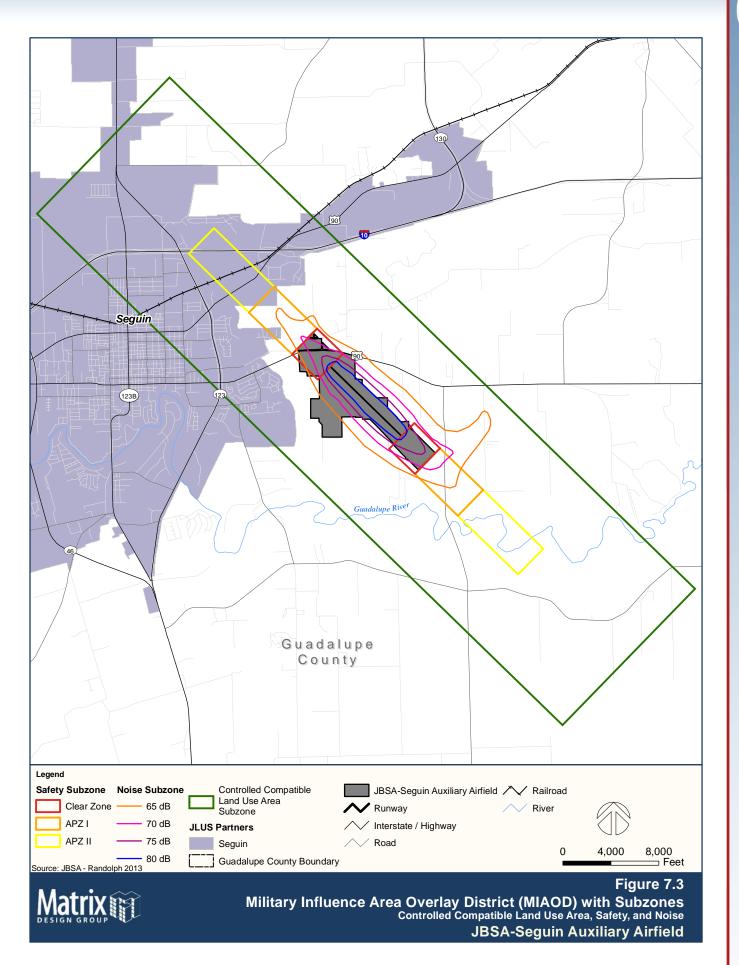
The Noise MIA subzone includes all land located off installation within the 65 dB noise contour for JBSA-Seguin. Other noise contours represent subzones for which noise sensitive land uses within this MIA subzone may be subject to sound attenuation measures to reduce noise impacts. Figure 7.3 illustrates the Noise MIA subzone.

Safety Military Influence Area Subzone

The Safety MIA subzone addresses areas that could be affected by low-speed and low-altitude aircraft associated with military training operations. As described in Chapter 3 of the Background Report, the safety zones include the Clear Zone and Accident Potential Zones I and II. These areas are characterized by a high risk for aircraft collisions due to location and types of aviation operations that occur. The size and location of these areas are indicated in Figure 7.3. Although development proximate to JBSA-Seguin is minimal, any new development located within this MIA subzone may be subject to lower densities and potentially other regulations.







IBSA-RANDOLPHU

Stinson Municipal Airport

Stinson Municipal Airport Military Influence Area Overlay District

The Stinson MIAOD is a proposed geographic area where strategies associated with each Stinson MIA subzone apply. Figure 8.1 illustrates the overall MIAOD, which is designed to reflect the area comprising all the MIA subzones for Stinson Municipal Airport. Figure 8.2 provides an inset of the Safety and Noise Subzones surrounding the airport.

Stinson Municipal Airport Military Influence Area Subzones

The four MIA subzones for Stinson are shown in Figure 8.1 and described on the following pages:

- BASH MIA Subzone
- Vertical Obstruction MIA Subzone
- Safety MIA Subzone
- Noise MIA Subzone

BASH Military Influence Area Subzone

The BASH MIA subzone is characterized by areas that could be affected by bird and wildlife strikes due to low-level flight operations. The BASH MIA subzone illustrated on Figure 8.1 represents a 5-mile statistical relevancy area from the center of the runway around Stinson. Certain land uses in this area may be subject to additional regulations to prevent attractants of birds and wildlife that could increase the risk of safety to pilots and aircraft flying at lower speeds and altitudes.

Vertical Obstruction Military Influence Area Subzone

The FAA Part 77 Vertical Obstruction MIA subzone serves to protect important flight areas for aviation operations associated with Stinson. Within this MIA subzone, strategies address height restrictions to avoid vertical obstructions. The Vertical Obstruction MIA subzone for Stinson is depicted on Figure 8.1.

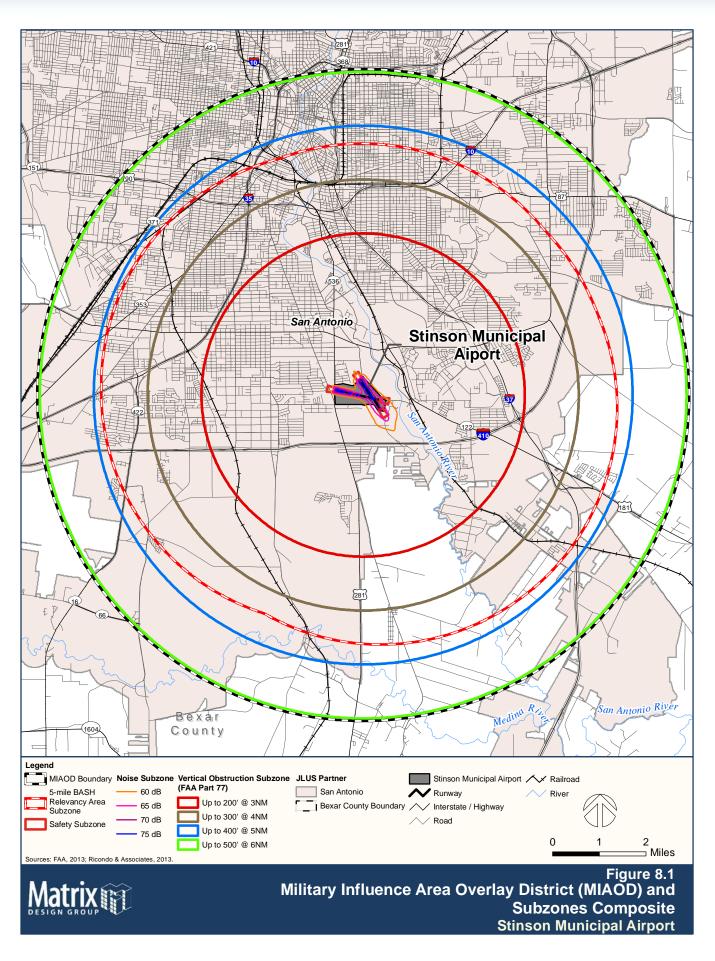
Safety Military Influence Area Subzone

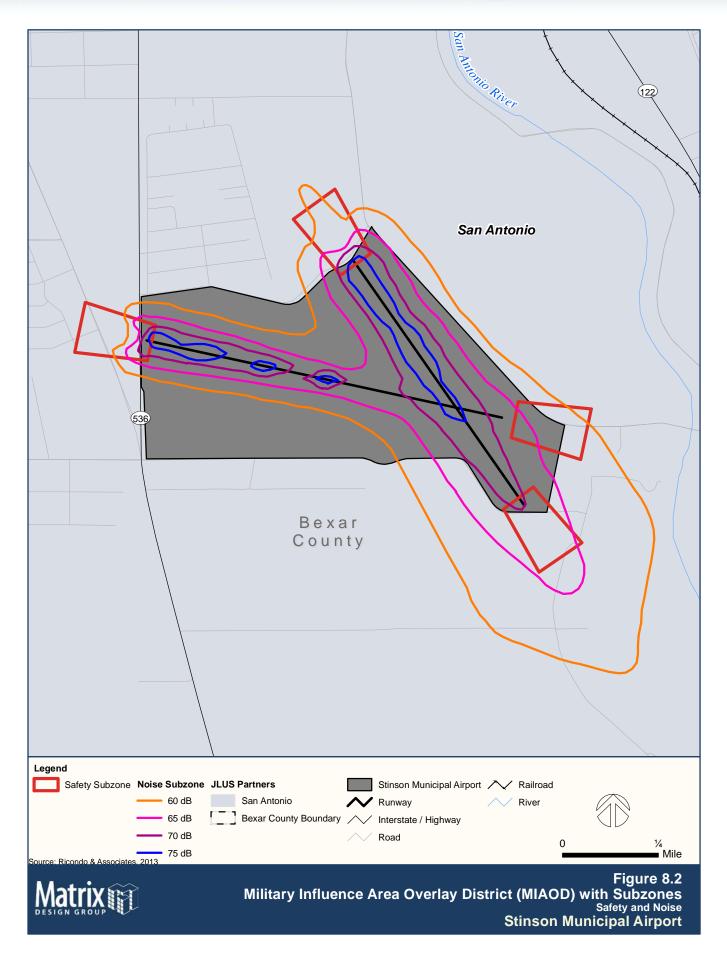
The Safety MIA subzone addresses areas that could be affected by low-speed and low-altitude aircraft associated with military training operations. Safety zones for civilian airports include Object Free Areas, Runway Protection Zones, Runway Safety Areas and Obstacle Free Zones. These areas are characterized by a high risk for aircraft collisions due to location and types of aviation operations that occur. The size and location of the Stinson Runway Protection Zones are illustrated in Figures 8.1 and 8.2.

Noise Military Influence Area Subzone

The Noise MIA subzone includes all land located off installation within the 60 dB noise contour for Stinson. Other noise contours represent subzones for which residential development and other noise sensitive land uses within this MIA subzone may be subject to sound attenuation measures to reduce noise impacts. Figures 8.1 and 8.2 illustrate the 60 dB Noise MIA subzone.

Implementation Plan





6.2 How to Read the Implementation Plan

The strategies developed were designed to address the issues identified during preparation of the JLUS. The purpose of each strategy is to:

- 1. Avoid future actions, operations, or approvals that would cause a compatibility issue,
- 2. Eliminate an existing compatibility issue,
- 3. Reduce the adversity of an existing issue, or
- 4. Provide for on-going communications and collaboration.

To make the strategies easier to use, they are presented in a table format that provides the strategy and information on when and how that strategy will be implemented. Figure 9 highlights the format and content of the strategy table, and the following paragraphs provide an overview of how to read the information presented within each strategy.

Issue #. The issue # is an alpha-numeric number that provides a unique reference for each specific issue and strategy.

Type of Strategy. This column identifies the type of strategy being recommended. The column contains one of the following acronyms to represent the tool type:

Acq	Acquisition
CIP	Capital Improvement Program
Comm	Communication and Coordination
Disc	Real Estate Disclosures
Hab	Habitat Conservation Tools
Leg	Legislative Tools
MIA	Military Influence Area
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
Plans	General / Comprehensive / Master /
	Hazard / Airport Plans
Zon	Zoning Ordinance / Subdivision
	Regulations

Geographic Area. This column indicates the applicable Military Influence Area (MIA), if the strategy relates to an area outside JBSA-R. Additional details on MIAs are provided under the previous "Influence Areas" section.

Strategy. In bold type is a title that describes the strategy. This is followed by the complete strategy statement that describes the action needed.

Timeframe. This column indicates the projected timeframe of each strategy. The timeframes are described below:

2015	Strategy to be initiated by 2015
	(within 1-2 years of JLUS completion)
2017	Strategy to be initiated by 2017
	(3 to 5 years from JLUS completion)
On-Going	An on-going implementation action

Responsible Party. At the right end of the strategy table are a series of columns, one for each jurisdiction, military entity, agency, and organization with responsibility for implementing the JLUS strategies. If an entity has responsibility relative to implementing a strategy, a mark is shown under their name. This mark is one of two symbols that represent their role. A solid square (\blacksquare) designates that the entity identified is responsible for implementing the strategy. A hollow square (\square) designates that the entity plays a key supporting role, but is not directly responsible for implementation. The responsible parties are identified by their assigned acronym in the heading at the top of each page.

JBSA	Joint Base San Antonio
CPS/SAWS	City Public Service Energy/ San Antonio
	Water System
FAA	Federal Aviation Administration
RECSA	Real Estate Council of San Antonio
SABOR	San Antonio Board of Realtors
TXDOT	Texas Department of Transportation

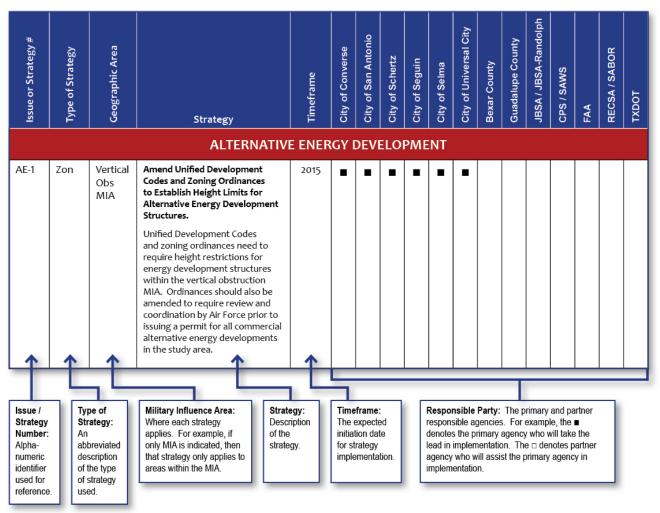


Figure 9.

JBSA-R Strategy Key

JBSA-Randolph JLUS Strategies

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Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХДОТ
ALTERNAT	IVE ENERGY (DEVELOPM	IENT															
AE-1	Zon	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	Amend Unified Development Codes and Zoning Ordinances to Establish Height Limits, and Siting for Alternative Energy Development Structures. In an effort to be proactive, amend unified development codes and zoning ordinances to regulate the height and siting of residential and commercial wind energy turbines to prevent interference with the safety of aviation within both the Vertical Obstruction MIAOD Subzones	2015														
AE-2	Comm	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	Educate Utility Companies and Encourage Them to Adopt Non-Reflective Solar Panel Criteria. Educate utility companies on the importance of non- reflective solar panels and encourage them to adopt criteria for use within the Vertical Obstruction Military Overlay District.															

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХРОТ
AE-2 (cont'd)			<u>Other Partners:</u> CPS Energy, GVEC															
AE-3	Plans/ Zon/ MOA	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	Coordinate with DoD Siting Clearinghouse. Update comprehensive plans to include policies and amend Unified Development Codes (UDCs) and zoning ordinances to require all proposed alternative energy development projects be submitted to the DOD Siting Clearinghouse to review each project for mission compatibility. Include coordination with DOD Siting Clearinghouse as part of the MOA between JBSA and stakeholders. Note: The DOD Siting Clearinghouse requirements and standards published in Title 32, Code of Federal Regulations, Part 211 shall advise and guide the process to facilitate the early submission of renewable energy project proposals to the Clearinghouse for military mission compatible review.	2015/ On- going														

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	тхрот
AT-1	Comm	JBSA-R JBSA-S MIAOD	JBSA to Provide the Cities with the AT/FP Guidance for Development Along the Fence Line. JBSA should provide the adjacent cities to JBSA-R and JBSA-S with the AT/FP criteria (setbacks, heights and types of structures, etc.) for development standards along and proximate the fence line. This would enable quick assessment of proposed development at or	2015														
AT-2	CIPs	JBSA-R MIAOD	near the fence line. AT/FP Improvements to JBSA-R East Gate Program and construct project for East Gate improvements to achieve AT/FP compliance and to provide queuing inside the installation boundary.	2017														

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХДОТ
AT-3	Plans/ CIPs	JBSA-R MIAOD	FM 78 JBSA Randolph East Gate Intersection Improvements JBSA should coordinate with TXDOT and plan, budget and construct dedicated turn lane from western FM 78 into East Gate and restriping of center turn lane from eastern FM 78 into East Gate entrance. <u>Other Partners:</u> Alamo Area Metropolitan Planning Organization (MPO)	2015													
COM-1	MOA	JBSA-R JBSA-S Stinson MIAOD	JBSA Representative to Attend City Council, Planning Commission, County Commissioners Court and other Agency Board Meetings to Provide Comments on Mission Compatibility Concerns for Proposed Developments In an effort to continue a collaborative partnership, include in the MOA between stakeholders and JBSA that JBSA	2015													

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Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	тхрот
COM-1 (cont'd)			agrees to provide a representative to attend and comment on mission compatibility issues on proposed developments at City Council, Planning Commission, County Commissioner Court and other agency board meetings. Note: The JBSA representative will provide technical information on items being considered, but shall not directly vote to approve, conditionally approve, or deny a project or development application. Other Partners: Alamo Area MPO, Bexar Regional Watershed Management (BRWM), San Antonio River Authority (SARA)	2015														
COM-2	ΜΟΑ	JBSA-R JBSA-S Stinson MIAOD	Stakeholders to Provide JBSA an Opportunity to Review and Comment on Proposed Developments within the MIAOD In an effort to continue a collaborative partnership, include	2015														

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХДОТ
COM-2 (cont'd)			in the MOA between stakeholders and JBSA that the stakeholders agree to inform JBSA of any proposed developments within the MIAOD, and JBSA will provide comments regarding mission compatibility concerns, within an agreed upon and reasonable timeframe. This will include: • Provide technical input and assistance to local jurisdictions to support discussion of projects and potential compatibility issues • Definition of project types that require review • Identification of the Points of Contact for all coordination • Identify opportunities for appropriate JBSA personnel to participate in pre-application meetings for significant															

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Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-2 (cont'd)			 projects Establish a formal procedure for requesting and receiving comments JBSA review of development applications for property adjacent to JBSA-Randolph and JBSA-Seguin fenceline for compliance with AT/FP requirements Establish a standard, maximum timeline for responses, keeping in mind mandated review time periods as specified by State law and local procedures Provide notice to the JBSA on all public hearings regarding projects identified for coordination While consultation is expected to occur primarily on projects in the defined MIAOD, the Air Force should establish contacts 															

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-2 (cont'd)			and procedures for receiving notices and review opportunities on significant regional projects. <u>Other Partners:</u> Alamo Area MPO, BRWM, SARA															
COM-3	Plan MOA	Study Area	JBSA to Develop a Stakeholders' Communications Protocol Plan and a Community Communications Portal JBSA should develop both an internal and external stakeholders' communications protocol plan to manage external communications with the public, civic and business leaders, and other groups. • Develop a Stakeholder Communications Protocol Plan that identifies who stakeholders at all technical and leadership levels should call for questions and coordination. • Plan should include frequently called numbers and	2015														

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Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	тхрот
COM-3 (cont'd)			 points-of- contact Develop a JBSA Community Communications Portal that includes a JBSA portal phone number and email that acts as a clearinghouse for all incoming community questions Incorporate the Stakeholders' Communication Plan into the MOA between JBSA and stakeholders Add "Who-to- Call" Lists to the websites for topic matters that would be useful to the public Other Partners: Alamo Area MPO, BRWM, SARA 															
COM-4	Comm	Study Area	JBSA to Enhance Notifications to the Public for Training that Occurs Outside the Routine Schedule and Other Current Event News Relevant to Communities JBSA should enhance notification techniques and measures about	2015														

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХДОТ
COM-4 (cont'd)			training events that occur outside or in addition to the normal training schedule and other current events that are relevant to the citizens. Include a point of contact in all notifications. Notification techniques should include but not be limited to: JBSA Facebook / Twitter Public Service Announcements JBSA newspaper and other local newspapers JUrisdictions Public Affairs Office Links from jurisdiction websites to the JBSA website Group Email Blast to jurisdiction's elected and appointed officials and public safety officers															
COM-5	Comm	Study Area	Enhance Visibility of the 12th FTW Community Engagement Office. The 12th FTW should enhance the visibility of the	2015														

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Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХРОТ
COM-5 (cont'd)			Community Engagement Office to include but not limited to: Post the contact information and building location on the main JBSA-Randolph website Outreach to adjacent and proximate communities with the contact information for the office Provide regular updates to community officials and staff Respond in a timely manner in the events of complaints, etc.															
COM-6	Zon	JBSA-R Safety MIAOD Subzone	Amend the Perpetual Clear Zone Easement To Define a JBSA Response Time For Proposed Development Application Reviews JBSA-R and the City of Universal City should amend the Easement to incorporate a reasonable response time from the Air Force to enable efficient use of resources and maintain consistency with mandated	2017														

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-6 (cont'd)			timeframes for the development review process.															
COM-7	Comm	JBSA-R JBSA-S Stinson MIAODs	Response Time from JBSA The cities, counties and JBSA should work together to delineate a reasonable amount of time for JBSA to respond to development applications and other such planning matters. {See Strategy COM-2]	2015														
COM-8	Comm	Study Area	Establish a JBSA-R JLUS Implementation Task Force Formalize through a resolution that the JLUS-R Executive and Advisory Committees will transition to a JLUS Implementation Task Force and Sub Committee respectfully, and be responsible for monitoring the implementation of the recommended JLUS strategies and act as a forum for continued communication and sharing of information and current events associated with military															

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-8 (cont'd)			compatibility. Note: This may be achieved through existing collaborative efforts, such as the JBSA Community Partnership.															
COM-9	Comm	Study Area	Plan and Facilitate a Visioning Session for Multiple Military Advocacy Organizations. Bexar County should plan and facilitate a visioning session among all the organizations in the JBSA metrocom area that have similar missions and common goals to determine where efficiencies can be realized, resources can be optimized and advocate with a one-voice approach while preventing competing missions. <u>Other Partners:</u> Alamo Area Council of Governments (AACOG), Tri-County Chamber of Commerce, San Antonio Chamber of Commerce, Northeast Partnership (NEP), Schertz Chamber of Commerce, JBSA Community Partnership	2015														

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-10	MOA	Region Wide	Develop Memorandum of Agreement (MOA) for Multiple Military Advocacy Agencies The County should work with JBSA to determine needs for advocacy of military- related matters. Then County should develop a MOA with the cities and other advocacy agencies AACOG and NEP delineating points- of-contacts and protocols for communication methods of contact, identification of appropriate agency for certain matters, and an action plan for managing and aligning multiple advocacy agencies in the Bexar and Guadalupe Counties. <u>Other Partners:</u> AACOG, Tri-County Chamber of Commerce, San Antonio Chamber of Commerce, NEP, Schertz Chamber of Commerce, JBSA Community Partnership	2015														

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Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	тхрот
COM-11	Comm	Study Area / County- wide	Create and Maintain a Regional Portal GIS Information Clearinghouse for Collecting and Distributing Updated GIS Layers / Maps Related to Military Operations Currently, the City of San Antonio has a grant with the OEA to determine and identify an agency that could serve as the Regional Clearinghouse that can provide a portal to all JLUS stakeholders that would house as well as make available GIS layers and maps related to military operations. JBSA would be responsible for providing a comprehensive set of GIS layers for all military to the clearinghouse. The clearinghouse that distributing all updated military operation GIS layers and maps to the partnering jurisdictions and stakeholder agencies to enable enhanced long-range compatibility	2015														

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COM-11 (cont'd)			planning. A protocol for accessing and updating the information should be developed to ensure accuracy and appropriate security measures are established. <u>Other Partners:</u> AACOG, Alamo Area MPO, BRWM, SARA															
COM-12	Comm	Study Area	Randolph Tower (RND) Airspace Manager and 12 FTW Safety Office should continue working with General Aviation groups and the FAA in reducing VFR pop-up traffic transiting Military Operating Areas (MOAS) RND Airspace Manager, Airspace Squadron Points-of- Contact (POCs) and squadron Duty Officers (DOs) should continue to visit Houston Center and San Antonio Tower/Terminal Radar Approach Control (TRACON) to brief air traffic controllers on an annual basis the importance of issuing Traffic Advisories and Alerts to all users of RND															

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COM-12 (cont'd)			 MOAs. 12 FTW Safety Office and Airspace Manager should continue safety briefings at venues attended by General Aviation pilots and inform them of the hazards associated with flying into active MOAs. 12 FTW Safety Office should vigorously reach out to airports in the surrounding area by conducting on site visits and posting diagrams depicting RND flying routes and MOAs along with Mid-Air- Collision- Avoidance brochures. MOA scheduling utilizing the latest software program sanctioned by the Air Force will be utilized and specified in Letters of Agreement with RND and FAA agencies as required so that 															

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COM-12 (cont'd)			Notices to Airmen are automatically issued advising all General Aviation flyers when the MOAs are active. <u>Other Partners:</u> San Antonio International Airport (SAT) and RND															
COM-13	Zon		Amend UDCs or Building Codes to Not Permit Temporary Cranes within the Transitional Area of the Airfield The cities should amend their UDCs to incorporate regulations for not permitting temporary cranes within the transitional area of the imaginary surface in order to prevent vertical obstruction into critical navigable airspace. The cities should require coordination with the FAA to determine obstruction evaluations so mitigation measures and coordination with JBSA can be applied.	2015														

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COM-14	Comm	Study Area	Consider Public- Public or Public- Private (P4) Partnerships for Cost Savings Identify opportunities for jurisdictions and JBSA to partner on and use Section 331 of the Federal Regulations to achieve cost savings.	2015														
COM-15	Zon	CCLUAs	 Update or Develop Crane / Temporary Construction Permit Forms Some jurisdictions surrounding JBSA-R regulate temporary construction cranes through the use of permits; however the permits need to be updated to reflect current information and other cities need to develop these permits to regulate such activity. The City of San Antonio should update their website with the updated Crane / Temporary Construction Form and remove old copies on internal sites and the website. 	2015														

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COM-15 (cont'd)			Schertz, Selma, Live Oak, and Universal City should develop temporary crane / construction permits to enable appropriate coordination with the FAA and JBSA-R and determine obstruction evaluations so mitigation measures can be applied prior to construction.															
COM-16	Comm	JBSA-R	JBSA Representative to Accompany City Officials to talk to Landowners A uniformed JBSA Representative should accompany City of Converse Officials to talk to Landowners about the issue with the clear zones and the 1604 Corridor Study.	2015 On- going														

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COM-17	Comm	JBSA-R Study Area	Coordinate Partnering Efforts The Air Force / JBSA will use the JLUS Report and associated information / data as part of the communities' input into the ICEMAP development process to eliminate the potential for conflicting data and recommendations. If there are conflicts between the ICEMAP and JLUS recommendations, JBSA-Randolph shall resolve them with the communities.	2015														
COM-18	Comm	JBSA-R JBSA-S and Stinson Study Area	Incorporate Recommendations of the JBSA-Randolph JLUS into the Joint Base San Antonio Regional Joint Land Use Implementation Strategy The City of San Antonio should ensure that the findings and recommendations of the JBSA-Randolph JLUS are incorporated into and coordinated with the Joint Base San Antonio Regional Implementation Strategy.	2015														

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Implementation Plan

Strategy No.	OKE' Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХРОТ
DSS-1	Comm	JBSA-R JBSA-S and Stinson Study Area	Coordinate with JBSA Regarding Proposed Developments that Generate Dust, Smoke or Steam Within the Approach and Departure Corridor Coordinate with JBSA about any existing facilities undergoing renovations and proposed developments that generate dust, smoke, or steam that are located within the approach and departure corridor in order to prevent plumes that may impair the vision of the pilots. Other Partners: TCEQ, Texas Railroad Commission (TRRC)	On- going														

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DSS-2	Comm	Stinson Study Area	Stinson Municipal	On- going														
			Airport is Less Than Desirable for Aviation															
			Operations The City of San															
			Antonio / SAT should continue to monitor															
			visibility near the Stinson Municipal															
			Airport and notify JBSA-R when															
			conditions are not															
			safe for aviation activity in the area.															

	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	 тхрот
HA-1	Comm	Study Area	Coordinate JBSA Housing Needs Develop partnership with local realtors, realtor associations, and local planning departments to share information regarding military housing needs on a regular basis via the JBSA Housing Market Analysis (HMA) report	On- going													

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HA-2	Plans	Study Area	Incorporating Military Housing Needs in Jurisdictional Comprehensive Plans When a jurisdiction updates its comprehensive plan, the plan should include a discussion of military housing needs and programs to address housing needs, both permanent (family and unaccompanied service members) and transient housing. As part of this effort, JBSA will provide jurisdictions with current information on housing demands, amount of housing provided by the installation, generalized income, by rank, of personnel living off-base, and current distribution data on off-base personnel by zip code via the JBSA Housing Market Analysis (HMA) report.	On- going														

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	UCTURE EXTE	NSIONS																
IE-1	Plans	JBSA-R JBSA-S and Stinson MIAOD	Coordinate Infrastructure Capacity Planning with JBSA Stakeholders should coordinate with JBSA on a region-wide basis in the development of infrastructure master plans, capital improvement plans (CIP), utility service agreements (USAs), and other similar long-range plans to avoid overlap and duplication of services. Development of systems that can serve both community (including Converse) and JBSA-R's needs should be evaluated when appropriate. <u>Other Partners:</u> Alamo Area MPO, BRWM, SARA, Regional Mobility	On- going														
IE-2	Comm	JBSA-R JBSA-S and Stinson MIAOD	Authority (RMA) Coordination on Infrastructure Planning Notify and coordinate infrastructure expansion plans with JBSA. When communities or	2015														

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IE-2 (cont'd)			other service providers move forward with any plans of extending infrastructure in the vicinity of JBSA-R, such as a sewer extension, JBSA-R should be notified. The provider should be prepared to discuss alternatives that would help reduce potential future incompatible development along the infrastructure line (incompatible growth- inducement). The coordination should be done early in the planning process to optimize compatibility and reduce costs associated with plan changes. JBSA should prepare and provide feedback within a reasonable timeframe so as not to delay development. <u>Other Partners:</u> <i>Alamo Area MPO, RMA, SARA</i>															

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	R SPACE COM	PETITION																
LS-1	CIP	Study Area	Next Generation Air Transportation System Improvements SAT and RND should work with the FAA to identify and budget for specific NextGen improvements that have a regional benefit including System Wide Information Management (SWIM) program and Automatic Dependent Surveillance – Broadcast (ADS-B) technology.	2017														
LS-2	Comm	Study Area	Advertise / Educate Mid-Air Collision Avoidance (MACA) Program Develop education brochures on how to avoid mid-air collisions within airspace where military operations occur. Provide the MACA Handbook and the mid-air collision brochure on the JBSA website and other online locations where general aviation pilots have access.	2015 On- going														

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LS-3	Comm	Study Area / Region- Wide	Region-Wide Airspace Utilization Study FAA should work with SAT, RND, and TXDOT representatives (as appropriate) to facilitate discussions regarding the feasibility of conducting a region- wide airspace utilization study. This discussion would include representatives of JBSA, TXDOT, regional airport operators, and other relevant stakeholders to determine feasibility and funding mechanisms for such a study.	2015														

Frategy No.	AVITALIINI A	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХРОТ
LEG-1	Leg	Study Area	Facilitate Legislative Initiative to Amend Property Sellers Disclosure Work with San Antonio Board of Realtors (SABOR), Real Estate Council of San Antonio (RECSA), Texas Association of Realtors (TAR) and other real estate advocates to facilitate a legislative initiative to include notification of military impacts on property in seller disclosures (TAR Forms 1406 and 1506). <u>Other Partners:</u> SABOR, RECSA, TAR, other reals estate advocates	2017														

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LEG-2	Leg	Study Area	Amend Property Code Section 5.008 of Sellers Disclosure of Military Impacts The State Legislature with the support of TAR and Non-TAR members to amend the property code to incorporate language that discloses information related to military impacts, as it pertains to the property in the transaction. <i>Primary Partner:</i>	2015														
LEG-3	Plans	JBSA-R	State Legislature State to Adopt Part	2015														
		JBSA-S	77 as State Law to	2015			-	Ч		ш	-		ш					
		and	ensure Federal															
		Stinson	Aviation Regulation															
		Vertical	(FAR) Part 77															
		Obs	Compliance															
		MIAOD	State should adopt															
		Subzone	Part 77 and any															
			amendments to the															
			law to ensure Part 77 compliance for															
			local jurisdictions.															
			For all new,															
			redeveloped or															
			rehabilitated															
			transmission,															
			communications,															
			energy generation structures (including															
			electrical															
			transmission															
			towers/lines, cellular															
			and radio															
			transmission towers,															
			wind generation															

Implementation Plan

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LEG-3 (cont'd)			towers, and other similar uses.) or any type of structures that have a proposed height of 99' or higher, ensure compliance with FAR Part 77 height limit requirements to minimize vertical obstructions and congested airspace. In addition, ensure the developments and structures are compatible with, and do not pose a safety hazard to, air operations in the region. <u>Primary Partner</u> : State Legislature															

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LEG-4	Acq	Study Area	State to Establish Grant Matching Program to assist Jurisdictions to Acquire Land in the CZs The State should establish or modify current grant mechanisms that provide a match to local jurisdictions around military installations to acquire the land within the CZs of the airfield. This will protect the JBSA-R mission as well as other military missions. Primary Partner: State Legislature	2015														

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LIGHT AND) GLARE																	
LG-1	Plans	Study Area	Conduct Lighting Study / Screening Bexar County should work with JBSA and the surrounding communities to conduct a lighting study / screening to determine areas where light pollution may adversely impact the base's mission. This will determine for the communities what types of lighting regulations would be necessary to stop further light pollution in this area and region-wide.	2015														
LG-2	Zon	Study Area	Amend UDCs and Zoning Ordinances to Incorporate Dark Sky Lighting Controls The cities should amend their UDCs and zoning ordinances delineating the downward directional lighting for land uses, regulations for light pollution trespass including lumens and not permitting light to be emitted above the 90 degree horizontal plane, and timers for lights.	2017														

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LG-2 (cont'd)			Limit Correlated Color Temperature (CCT) values for LED street lights to 4100k. This shall include requirements for downward directional, shielded, or fully-cutoff lighting in new construction and street lights, and controls for unregulated and unconventional sources of light, i.e. laser scopes for paintball shooting accuracy and other similar uses. <u>Other Partners:</u> <i>Cities of Live Oak</i>															
LG-3	Comm	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	Educate Utility Companies and Encourage Them to Adopt Anti-Glare Construction Materials in Solar and Renewable Energy Facilities Educate utility companies on the importance of anti- glare construction materials, such as the use of an anti- reflective coating on photovoltaic solar panels and prohibiting the use of reflective (mirrored) materials, for solar panels and	2015														

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LG-3 (cont'd)			other renewable energy facilities for roof-top on ground- mounted applications. Encourage utility providers to adopt criteria for use within the Vertical Obstruction Military Overlay District. <u>Other Partners:</u> CPS Energy, GVEC															

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LAND USE	Plans/ Zon	JBSA-R JBSA-S and Stinson MIAOD	 Military Influence Area Overlay Zoning District (MIAOD) Amend the UDCs and update comprehensive plans to include the Military Influence Area Overlay District (MIAOD). The MIAOD will assist in achieving military compatibility. Description of the MIAOD and its subzones can be found in the JLUS Implementation section narrative. The MIAOD consists of 4 subzones: <u>Safety MIAOD</u> <u>Subzone</u> – This area is comprised of the CZs, APZs and the Runway Protection Zones (RPZ) <u>Noise MIAOD</u> <u>Subzone</u> – This subzone is comprised of the area encompassed within the footprint of the noise contours identified in the most recent JBSA-R AICUZ and the Stinson noise contours 	2015														

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LU-1 (cont'd)			 Vertical Obstruction MIAOD Subzone – This Subzone is comprised of the area that encompasses the various airfield imaginary surfaces zones and the FAA Part 77 vertical obstruction evaluation criteria (rings). BASH MIAOD Subzone – This area is comprised of a five nautical mile radius around these areas in consideration of the potential future new aircraft scheduled for operational capability in 2017 – 2023. Jurisdictions should consider adopting the heights and slopes of imaginary surfaces of the Vertical Obstruction MIAOD into their plans and UDCs 															

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LU-1 (cont'd)			 and collaborate on a case-by- case basis with JBSA to ensure development does not pose a vertical obstruction. Jurisdictions should work with JBSA concerning land uses that may attract birds i.e. detention ponds, landfills, golf courses, certain agriculture uses, etc. 															
LU-2	Plans	Study Area	Update City Comprehensive Plans The cities should update their comprehensive plans to support military compatibility policies based on the assessment provided in Chapter 5 of the JLUS Background Report. The compatibility policies should be based on guidance from the JLUS and be incorporated in the following topic areas: Land use, transportation, parks and recreation, water quality, infrastructure,	2015														

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LU-2 (cont'd)			economic development, etc.															
LU-3	Zon	JBSA-R Safety MIAOD	Amend Comprehensive Plans to Limit Density on Land in West Side of JBSA-R Southern Accident Potential Zone II. Amend Comprehensive Plan policy and the future land use map to limit development in APZ II of the JBSA- Randolph western runway to 1 dwelling unit per 10 acres.	2015														
LU-4	Zon	JBSA-R Safety MIAOD	Amend Comprehensive Plan to Limit Density on East Side of JBSA-R Southern Accident Potential Zone II. Amend Comprehensive Plan policy and the future land use map to limit development in APZ II of the eastern JBSA- Randolph runway to 1 dwelling unit per 20 acres.	2015														

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LU-5	Zon	JBSA-R Safety MIAOD	Amend Comprehensive Plans to Limit Density on Land Between West and East Runway South Safety Zones Amend Comprehensive Plan policy and the future land use map to limit development between the west and east runway south safety zones of JBSA-Randolph to 1 dwelling unit	2015														
LU-6	Zon	JBSA-S CCLUA	per 10 acres. Establish a Joint Airport Zoning Board (JAZB) Establish a JAZB for JBSA-S's Controlled Compatible Land Use Area (CCLUA) using the authority of the State Local Government Code 241. The JAZB is required to develop a charter, a zoning ordinance (that would include the MIAOD and its associated subzones), and a zoning map for the CCLUA. The zoning categories within each of the MIAOD subzones should be based on the AF AICUZ instructions	2015														

Implementation Plan

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LU-6 (cont'd)			guidance, FAA guidance and the TXDOT guidance for															
			compatible land use around airports.															
LU-7	Zon	JBSA-R Safety MIAOD Subzone	Evaluate the Feasibility of Creating a JAZB for JBSA- Randolph for the West and East Runway Safety Zones The cities of Schertz, Selma, and Universal City along with Bexar and Guadalupe counties should evaluate the feasibility of creating a JAZB for the JBSA- Randolph West and East Runway Safety Zones to provide adequate protections and land use regulations for the ETJs and land located in this area.	2015														

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХРОТ
LU-8	MOU	JBSA-R JBSA-S and Stinson Safety and Noise MIAOD Sub- zones	Develop a Memorandum of Understanding (MOU) with School Districts JBSA should develop a MOU with the surrounding school districts to coordinate on all future school master plans to prevent schools from being planned in noise sensitive and safety areas of the Noise	2015/ On- going														
LU-9	Plans	JBSA-R JBSA-S and Stinson MIAOD	and Safety Subzones. Acquire Conservation Easements to Secure Buffer in JBSA-R Airfield Safety Zones Participate in the Readiness and Environmental Protection Initiative (REPI) program and other buffering and conservation programs to purchase restrictive use easements or fee title to lands that present threat of encroachment and impact on military operations. The Air Force should identify potential REPI and other conservation partners, land that meet the REPI criteria, and identify willing sellers. Other Partners:	2017														

Implementation Plan

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-9 (cont'd)			Nature Conservancy Agencies															
LU-10	Acq	JBSA-R Safety MIAOD Subzone	Acquire Land in JBSA- R's Northern and Southern CZs JBSA-R to determine an ideal funding mechanism to purchase the vacant land located in the northern and southern JBSA-R CZs to provide protection for the JBSA-R mission.	2017														
LU-11	Plans	JBSA-R MIAOD	Transfer of Development Rights (TDR) Program The cities should assess and consider developing a TDR program to protect the JBSA-R mission and redirect potentially incompatible development to a more ideal location away from mission- critical operational areas.	2017														

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Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХРОТ
LU-12	Zon		Include Statement (Note) in Plats In order to prevent litigation regarding a situation where a property owner stated they were not informed that their property was located within an airfield safety zone (CZ, APZ I and II, or RPZs) and / or a Noise Subzone, jurisdictions should include on all future plats that are located in these subzones language stating that they are located in a military operating area that can be subject to noise, vibrations, odors and other such impacts.															
LU-13	Plans	N/A	Amend 1604 Corridor Study Consider amending the 1604 Corridor Study in conjunction with JBSA-Randolph advocating for the funding of Rocket Lane Gate construction.	2015														

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	тхрот
LU-14	Plans/ Zon/ Comm	JBSA-R JBSA-S Stinson	Consider a Development Coordination Area Until legislation is enacted that mandates development coordination with JBSA-Randolph, consider using the Military Overlay District as a Development Coordination Area where development will be coordinated with JBSA officials on a case-by-case basis. The criteria that will trigger coordination include the following: Structure Height Density Light and Glare (Daytime glare from buildings) Noise Uses that produce dust and smoke	On- going														

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	Acq	ی JBSA-R	Strategy Consider Subdividing the Three Parcels of Land to Account for the 500 Feet in the Clear Zone City of Converse and an uniformed Air Force personnel should consider advocating to the landowners to subdivide the land that would account for the 500 feet in the CZ. Then the	2017		Ö	C	Ċ	C	Ċ	Ċ	Be	G			FAA	R	
			City or the AF could reasonably acquire the 500 feet of land to protect general public.															
J-16	Acq/ Plans	JBSA-R	Consider Pursuing Funding Opportunity with the State to either Acquire the CZ land or to Fund Portions of the Rocket Lane Gate. City of Converse should consider utilizing the funding opportunities available to them through the Governor's Office, Texas Military Preparedness Commission to either acquire the land in the CZ and place under perpetual easement or assist in funding the improvements at the proposed Rocket	2015														

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LU-16 (cont'd)			Lane Gate.															
LU-17	Acq	JBSA-R	Cities should Support JBSA-R in Efforts to Acquire Land with the CZs. The Cities support JBSA-Randolph in efforts to acquire land within the CZs by identifying and pursuing potential funding opportunities including bonds, state funds, sales tax revenue, grants, etc.	2015														
LU-18	Plans	JBSA-R MIAOD	Develop Land Use Plans for ETJs in the JBSA-Randolph MIAOD Although cities do not have land use or zoning authority in their ETJ, they should consider developing land use plans for these areas that achieve a future vision compatible with the existing and future military mission of JBSA- Randolph and promotes viable community development if annexed.	2015/ On- going														

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61-07 Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХРОТ
LU-19	Plans	JBSA-R MIAOD	Consider and Potentially Develop Plan for Annexation or Limited Purpose Annexation The cities should consider and potentially develop plans for annexation or limited purpose annexation of ETJ parcels where infrastructure improvements and regulations are consistent with the JLUS findings and recommendations to ensure development in these areas is compatible with the existing and future JBSA-Randolph mission.	2015/ On- going													
LU-20	Plans / Zon	JBSA-R Safety MIAOD	Amend Zoning to Stipulate how Planned Developments in the APZ I and II Should be Utilized The Cities of Selma and Schertz should amend the UDC and Zoning Code to expressly note that Planned Development Zoning Districts in the APZ I and II safety zones should be used only to achieve greater compliance with the JLUS goals.	2015													

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LU-20 (cont'd)			They should not be used to allow cluster developments that concentrate development, including houses, within these areas.															
LU-21	Plans / Zon	JBSA-R Safety MIAOD	Amend Zoning to Prohibit Clustering in JBSA-Randolph APZ I and APZ II Areas The cities should amend their UDC or Zoning Codes to prohibit the clustering of residential development within JBSA- Randolph APZ I and APZ II areas.	2015														

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NV-1	Zon	JBSA-R JBSA-S AND Stinson Noise MIAOD Subzone	Adopt Statewide Building Code Requirements Incorporating Sound Attenuation Measures Jurisdictions should adopt building code requirements for new construction within the Noise MIA Subzone that requires attenuation measures to meet the guidelines of the AICUZ recommended by this JLUS. <u>Other Potential</u> <u>Partners:</u> Cities of Cibolo, Garden Ridge, and Live Oak	2017														

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NV-2	Com	Study Area	Educational Materials on Sound Attenuation Methods Use or modify DOD or FAA Sound Attenuation educational materials as a supplemental educational document, describing building techniques which can be used to achieve the required 45 dB LDN interior noise maximum threshold. Local jurisdictions should make use of already available technical support materials from the Federal Aviation Administration and / or Department of Defense.	2015/ On- going														
NV-3	Zon	JBSA-R JBSA-S Stinson Noise MIAOD Subzone	Amend UDCs, Building Codes, and Zoning Ordinances to Incorporate Recommended Land Use Guidelines and Sound Attenuation Measures for Properties Within the 65 dB noise contour and greater. If the adopted building codes of the jurisdictions do not require residential uses and other noise	2015														

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	NV-3 (cont'd)			sensitive land uses to have an interior noise level of 45 dB, then the jurisdictions should amend their UDCs, building codes, and zoning ordinances to require the recommended 45 dB for interior noise levels for properties within the 65 dB noise contour and greater. This amendment should apply to all new construction and renovations where more than 50 percent of the structure is renovated.															
٢	NV-4	Comm	JBSA-R JBSA-S Stinson Noise MIAOD Subzone	Signage in the Rights- of-Way to Notify Citizens that the Community is Shared with JBSA-Randolph The cities should design, develop, and place signage in community-wide rights-of-way to notify citizens that the community is shared with JBSA- Randolph and subject to potential impacts of overflight and noise.	2015														

Page 99

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХРОТ
NV-5	Plans	JBSA-R JBSA-S and Stinson Noise MIAOD Subzone	Develop a Voluntary Sound Attenuation Retrofit Program for Noise Sensitive Uses Develop a sound attenuation program for willing property / home owners supporting the Statewide Energy Code. Where possible incorporate incentives.	2017														
NV-6	Zon	JBSA-R JBSA-S and Stinson Noise MIAOD Subzone	Assess the Viability of the Dedication of Avigation / Noise Easements for Discretionary Development Approvals Assess the viability of the dedication of avigation / noise easements for new development projects requiring discretionary development approvals. Avigation easements confer the right to aircraft overflight and to generate impacts associated with normal aircraft operation such as noise, vibration, odor, air currents, illumination, and fuel consumption.	2015														

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NV-7	Zon	JBSA-R JBSA-S and Stinson Noise MIAOD Subzone	Require the Dedication of Avigation / Noise Easements and a Note on the Plat for Discretionary Development Approvals Require avigation / noise easements and a Note on the Plat of the avigation easement for new development projects requiring discretionary development approvals. Ensure that easement language is	2015														
			standardized across all jurisdictions.															

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RC-1	Comm	Study Area	Transportation Improvements / Expansions Monitor capital improvement projects to ensure roadway capacity is sufficient to meet local and regional mobility needs without causing growth inducement and increased roadway congestion near JBSA-R. <u>Other Partners:</u> Alamo Area MPO, RMA	On- going														

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RC-2	Zon / Plans	JBSA-R Study Area	Mass Transit Options The cities surrounding JBSA-R should work with VIA Metropolitan Transit Authority and consider voting in and assessing the sales tax to their residents that would fund mass transit options for their residents. Provide educational materials to residents about the mass transit options that are available to them both on-base and off-base, including van pools. <u>Other Partners:</u> VIA Metropolitan Transit Authority	2015														
RC-3	Plans	JBSA-R Study Area	Prepare a Traffic Modeling Study for the Areas Immediately Surrounding JBSA- Randolph TXDOT should coordinate with JBSA-R and the surrounding communities to prepare and develop a comprehensive traffic modeling study for the areas immediately around JBSA-R to assess roadway capacity levels for egress and ingress of the base.	2017														

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RC-3 (cont'd)			<u>Other Partners:</u> Alamo Area MPO, RMA															
RC-4	Plans	JBSA-R Study Area	Coordinate and Budget for Intelligent Transportation Systems TXDOT should work with the communities around JBSA-R and the Union Pacific Railroad (UPRR) to install intelligent transportation systems such as infrastructure-to- vehicle wireless systems to enable enhanced planning and manage roadway capacity issues. This should include electronic marquee boards identifying when UPRR trains are scheduled to cross at the Pat Booker Roadway and FM-78. <u>Other Partners:</u> Alamo Area MPO, RMA, UPRR	2017														

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RC-5	CIPs	JBSA-R	Program and Budget for Installation Gate Projects that Improve Off-Base Roadway Capacity JBSA-R should program and budget for installation gate projects that will improve off-base roadway capacity, enhance base access for commercial deliveries and improve vehicular mobility outside the base. These improvements include the South Gate ACP reconfiguration. Coordinate with the Alamo Area MPO and other stakeholders including TXDOT, if the roadways are state roadways. <u>Other Partners:</u> Alamo Area MPO	2017														

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RC-6	Plans	JBSA-R	Consider Additional Increases in Compressed Work Week Schedules for Eligible Employees JBSA-R should work with command units and tenants to determine if it is feasible to allow additional staffing that would be eligible to work compressed or flexible work weeks to decrease vehicular miles on roadways during peak morning and evening hours.	2015														

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SA-1	Plans	JBSA-R Safety MIAOD Subzone	CZ and APZ Land Use Evaluation Study The JLUS Implementation Task Force should work with the cities of Schertz and Universal City to prepare a comprehensive land use evaluation of the land within the safety zones (CZ & APZs) of the JBSA-R airfield to identify property owners, vacant land, entitled land, and other recorded instruments on the land within the safety zones. This information will be used to determine lands that have willing sellers that can be acquired to secure lands within the CZs and APZs that are not developed. The study should also identify funding mechanisms for acquisition such as the Texas Revolving Military Loan Program, DEAAG Program, and	2015														

Implementation Plan

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	тхрот
SA-1 (cont'd)			municipal bonds, sales tax revenue, grants, etc. <u>Primary Partner:</u> JLUS Implementation Task Force															
SA-2	Plan	JBSA-R Safety MIAOD Subzone	 Partial Update of the 2008 JBSA-R AICUZ Update the 2008 AICUZ to revise the clear zone boundary and consider incorporation of the Navy instruction for curved CZs and APZs that accurately reflect the primary flight tracks. The measurements of the standard CZ should be 3,000 feet X 3,000 feet, not 2,000 feet X 3,000 feet. Consider incorporating the curved patterns of the CZs and APZs as the Navy Instruction for AICUZs recommends. It should be noted that a partial update of the AICUZ is scheduled for FY 16 including a new noise study. 	2015														

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SA-3	Plans/ Zon	JBSA-R Safety MIAOD	Identify and Adopt Reductions to Floor Area Ratio (FAR) for Land Uses within APZ I and APZ II JBSA-Randolph and Bexar and Guadalupe counties and the cities of Converse, San Antonio, Schertz, Selma, and Universal City should collaborate to identify FAR reductions for land uses within the JBSA-Randolph APZ I and APZ II areas. Consider FAR recommendations from DOD guidance in Instruction 4165.57 as the model FAR reductions in AICUZ update, city planning documents, and Controlled Compatible Land Use Area regulations for Bexar and Guadalupe counties. For existing undeveloped platted lots FAR modifications may be considered when coupled with additional use and	2015														

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SA-3 (cont'd)			development restrictions.															
SA-4	Plans	JBSA-R Safety MIAOD	Incorporate the FAR Recommendations for Land Use within Safety Zones in AICUZ Update Include the FAR recommendations from current DOD guidance in Instruction 4165.57 for land uses within the safety zones in the update of the 2008 JBSA- Randolph AICUZ.	2015														
SA-5	Plans	JBSA-R Safety MIAOD	Provide Study Area Jurisdictions the Floor Area Ratio (FAR) Recommendations for Land Use within Safety Zones JBSA-Randolph to provide the Study Area jurisdictions the FAR recommendations for land uses within the safety zones from the DOD Instruction 4165.57.	2015														

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SA-6	Plans / Zon	JBSA-R Safety MIAOD	Ensure that Platting Applications are Consistent with Amended Zoning Changes for Land in Northern and Southern Safety Zones Ensure that all platting applications for property within the JBSA-Randolph Northern and Southern Safety Zones comply with changes to zoning regulations per the JLUS recommendations.	2015													
SA-7	Zon	JBSA-R Safety MIAOD		2015													
SA-8	Zon	JBSA-R Safety MIAOD	Amend UDC for East Side of JBSA-R Southern Accident Potential Zone II Amend the UDC to limit development in south APZ II of the eastern JBSA- Randolph runway to 1 dwelling unit per 20 acres.	2015													

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SA-9 SA-10	Zon	JBSA-R Safety MIAOD JBSA-R	Amend UDCs and Zoning Ordinances for Land Between West and East Runway South Safety Zones Amend the UDC and Zoning Ordinance to limit development between the west and east runway south safety zones of JBSA-Randolph to 1 dwelling unit per 10 acres. Amend UDCs and	2015														
24-10	201	JBSA-R JBSA-S and Stinson Safety MIAOD Sub- zone	Amend UDCs and Zoning Ordinances to Incorporate MIAOD Safety Subzone and the Associated AICUZ Guidelines for CZs and APZs. Amend UDCs, County Orders, and zoning ordinances to incorporate a MIAOD Safety Subzone and the associated AICUZ compatible development guidelines for the safety of their citizens. Where more stringent guidelines are recommended in the JLUS, incorporate JLUS recommended guidelines. Examples of	2015														

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Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	тхрот
SA-10 (cont'd)			regulations in this area should include conditions associated with types of uses such as restricting new development that attracts large congregations of people and uses that attract concentrations of birds creating a hazard to aircraft.															
SA-11	Zon	JBSA-R Safety MIAOD Subzone	Identify Viable Compatible Uses for APZs South of the Runways and Amend UDC to Incorporate These Uses. The City of Schertz, with consultation from JBSA-Randolph, should develop an official list of compatible uses within Accident Potential Zones south of the JBSA- Randolph Runways. Compatible uses may include opportunities for alternative energy and appropriate development criteria to ensure compatibility with the JBSA-Randolph mission. Adopt FAR reductions for non- residential uses in conjunction with Strategy SA-3 and	2015														

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-11 (cont'd)			consider flexibility for small lots that may not support viable development based on use guidance per DOD Instruction 4165.57. <u>Other Partners:</u> Wind Industry															
SA-12	Zon	JBSA-S Safety MIAOD Subzone	Create a JAZB for JBSA-Seguin to include a MIAOD Safety Subzone Create a JAZB for JBSA-Seguin to include a zoning MIAOD Safety Subzone within the Controlled Compatible Land Use Area and incorporate the associated AICUZ compatible development guidelines.	2015														

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-13	Comm	JBSA-R Safety/ Noise MIAOD Subzone	Coordinate with JBSA-Randolph in Requesting No-Fly Days and Weekends for Special Community Events The City of Schertz should coordinate in a timely manner (a month's notice) with JBSA-Randolph to request no-flying operations during specific times of the year for special community events, e.g. July 4 th , Schertz	2015/ On- going														
SA-14	Zon	JBSA-R and JBSA-S Safety MIAOD Subzone	Fest. Amend UDCs and Zoning Ordinance to Require CZ Language on Plats Amend UDCs, zoning ordinance and platting regulations to require that plats include language stating the property is located within the CZ which is located at the end of a military training installation runway and is identified as an area with the highest aircraft accident potential.	2015														
SA-15	Plans CIP	NA	Secondary Radar System and NextGen Air Transportation Systems SAT and RND should work with FAA to identify projects to	2017														

Implementation Plan

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХДОТ
SA-15 (cont'd)			include in their capital investment plans within the next five years such as a redundant radar system and NextGen air transportation systems including Automatic Dependent Surveillance – Broadcast (ADS-B) technology.															
SA-16	Comm	JBSA-R JBSA-S and Stinson BASH MIAOD Sub- zone	Amend UDCs and Zoning Ordinances to include BASH Regulations Amend UDCs and zoning ordinances to regulate land uses and guide building standards that will not attract birds and other wildlife in the MIAOD BASH Subzone, specifically within the airport approach and departure zone. Such controls should include not permitting certain trees and foliage that attract birds in this area.	2015														

PROCESS	JBSA-R JBSA-S	Continuo to	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
		Continue to Implement BASH	2015														
IN PROCESS	and	regulations per JBSA-															
IN	Stinson	R BASH Plan															
	BASH	JBSA should															
	MIAOD	continue to															
	Subzone	implement BASH															
		regulations per the															
		JBSA-Randolph BASH Plan including the															
		regulation of land															
		uses, building															
		standards, and															
		appropriate															
		vegetation to deter															
			2215/										_				
POCESS																	
IN PIRC			going														
	Subzone																
		Winged Dove															
		population through															
		habitat management															
		inside the															
SA-19 Plans		1	2015/														
		•											-				
PACESS	MIAOD	Course															
IN PAGE		JBSA-Randolph															
		should improve the															
								1	I	1						1	
		water drainage															
		features on the golf															
		features on the golf course in order to															
		features on the golf															
IN PROCESS SA-19 Plans	Subzone JBSA-R BASH MIAOD	birds and other wildlife. Control Dove Population at JBSA-R JBSA-Randolph shall control the White Winged Dove population through habitat management inside the installation fenceline to reduce the potential for BASH. Improve Water Drainage on Golf Course JBSA-Randolph should improve the	2015/ On- going 2015/ On- going										•				

Implementation Plan

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-20	Plans / Comm	JBSA-R Safety MIAOD	Coordination of Recreational Land Uses with JBSA in the Future The City of Schertz and JBSA will coordinate in the future to restrict utilization of recreational type uses (e.g. soccer fields) when night training occurs at the Base.	2017/ On- going														
SA-21	Plans	JBSA-R Safety MIAOD	Modify the Veterans Park Plan in Universal City The City should consider modifying the Veterans Park Plan to ensure that recreational facilities within the plan that encourage congregations of people, e.g. amphitheater, should be relocated outside the standard CZ.	2015/ On- going														
SA-22	Comm	JBSA-R Safety MIAOD	Engage in Discussions with Private Company in Northeast Clear Zone City of Schertz, Bexar County, and with the support of JBSA-Randolph should engage in discussions with private company in NE CZ to	2015/ On- going														

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	тхрот
SA-22 (cont'd)			encourage the company to not															
			operate or park															
			vehicles in the area															
			of the Critical Glide															
			Slope Path.															
SA-23	Comm	JBSA-S	Engage in	2015														
		Safety MIAOD	Discussions with Private Company															
		IVIIAOD	East of JBSA-Seguin															
			Runway within the															
			, Transitional Surface															
			Guadalupe County															
			with the support of															
			JBSA-Randolph															
			should engage in															
			discussions with															
			private company east of the runway															
			along Weber Road in															
			the Transitional															
			Surface to															
			encourage the active															
			management of bird															
			attractants and															
			mitigation of															
			activities that may															
			affect flight															
			operations.										-					

Implementation Plan

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	тхрот
SA-24	Plans /Zon	JBSA-R Safety MIAOD	Amend Zoning in APZs Based on Revised Safety Zones JBSA-Randolph may change the West And East Runway south safety zones based on actual flight paths as part of AICUZ update. The cities of San Antonio and Schertz should evaluate, identify, and amend the allowable land uses within the revised south safety zones from residential to compatible non- residential uses. Work with JBSA- Randolph to determine the safety zone boundaries.	2015														

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	тхрот
VO-1	OBSTRUCTIO Plans/ Zon	JBSA-R JBSA-S and Stinson Vertical Obs MIAOD	Develop a 3- Dimensional Imaginary Surfaces Model Bexar County should work with the cities to develop a 3D model of existing height regulations compared to allowable heights based on the FAA Imaginary Surfaces of airfields. This tool will assist the jurisdictions in amending their UDCs further to enhance military compatibility as well as be used to evaluate development applications to see if the heights of proposed structures do not obstruct the navigable airspace. <u>Other Partner:</u> City of Live Oak	2017														

c-OA Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХДОТ
VO-2	Comm	JBSA-R JBSA-S and Stinson Vertical Obs MIAOD Subzone	Utility Infrastructure Coordination Electric utility companies should coordinate with the cities and JBSA on siting above ground utility poles and infrastructure to ensure utilities do not constitute a vertical obstruction to the aviation operations in the area.	2015 On- going														
VO-3	Plans CIP		Site New Utility Lines Within Existing Energy Utility Corridors / Joint Utility Corridors Work with CPS Energy and TXDOT to use existing energy corridors for joint utility corridors when planning infrastructure projects. This will ensure that additional vertical obstructions in other locations do not occur. <u>Other Partners:</u> TRRC	On- going														

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХРОТ
WATER Q	UALITY / QUA	NTITY																
WQ-1	Plans	Study Area	Develop and Implement a Water Resources Management Plan Identify future demand and supply and coordinate with the regional resources and agencies to develop and implement a Regional Water Management Plan. This plan would assess all possible solutions to conserving water and securing future water resources. Such solutions would include sharing of water resources. Such solutions would include sharing of water resources with proximate cities, JBSA obtaining additional water rights from the Carrizo-Wilcox Springs, and the use of Reuse Water for Outdoor uses, i.e. watering lawns. <u>Other Partners:</u> San Antonio River Authority (SARA), Edwards Aquifer Authority (EAA),	2017														
WQ-2	Zon	Study Area	BRWM, SARA Develop Ordinance Reducing Lawn Landscaping Area The participating JBSA-R JLUS cities should develop, if	2015														

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
WQ-2 (cont'd)			they do not already have, an ordinance limiting the size of landscaped lawns and requiring the remaining lawn area be xeriscaped in order to reduce water consumption and waste. Consider incorporating and encouraging application of LID practices recommended by SARA.															

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Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	тхрот
WQ-3	Comm	Study	Coordinate	On-													
		Area	Infrastructure Projects and Apply for State Funding The cities and counties should coordinate with JBSA when applying for priority water infrastructure project funding from the State of Texas Water Development Board in order to prevent siting water infrastructure projects in areas that may support incompatible development that may affect the military mission. <u>Other Partners:</u> Texas Commission on Environmental Quality (TCEQ), BRWM, Texas Water Development Board	going													
			(TWDB), SARA														

A A-Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	ТХРОТ
WQ-4	Plans		Address Military Water Concerns in Agency Plans When SARA, jurisdictions and other agencies update plans for the management of their water resources, they should incorporate the military water needs in their plans. <u>Other Partners:</u> SARA, EAA and BRWM	2017														
WQ-5	Plans	JBSA-R	Inventory and Assess High-risk Storm water Ponding Areas On-Base Conduct a base-wide assessment of high- risk storm water drainage system deficiencies. Prioritize those deficiencies that affect external land uses including community storm water drainage facilities.	2017														

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A Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of Schertz	City of Seguin	City of Universal City	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	тхрот
WQ-6	Comm	Study Area	Encourage and Conduct Outreach to Developers on Low Impact Storm Water Development Practices Encourage developers and builders to incorporate Low Impact Development (LID) practices, such as reduction in impervious surfaces into site design, to reduce the volume of storm water runoff. Develop brochures describing the different LID practices. Where possible, provide incentives for the developers to use LID practices. <i>Other Primary</i> Partner: SARA Note: SARA is developing a voluntary set of LID optional standards with incentives that will be considered as part of the City of San Antonio's UDC's update program. Other jurisdictions should consider adapting some of these LID practices within their UDCs.	On- going											



Please see the next page.

JBSA-RANDOLPH



JOINT LAND USE STUDY



JBSA-RANDOLPH

JOINT LAND USE STUDY



County of Bexar Public Works 233 N Pecos-La Trinidad, Suite 420 San Antonio, Texas 78207 210-335-1243 www.bexar.org



CITY COUNCIL MEMORANDUM

City Council Meeting:	June 03, 2025
Department:	Planning & Community Development
Subject:	Workshop on Unpaved Surfaces (B.James/L.Wood/D.Marquez).

BACKGROUND

On September 19, 2023, Neighborhood Services gave a presentation on unpaved surfaces and provided an update on code violations. Planning and Community Development Staff are back to present on unpaved surfaces and look for direction from the City Council on if modifications to current City of Schertz regulations in relation to unpaved surfaces are desired. The presentation will include information on current City standards and examples.

Attachments

City Council Presentation Slides September 2023 Presentation Slides Workshop Unpaved Parking and Storage Surfaces Daisy Marquez | Planner



Background

Open Cases

	•
G114443	21.10.2. e Unimproved surface parking 21.8.9.b Outdoor display and storage
G67454	21.10.2. e Unimproved surface parking 21.8.9.b Outdoor display and storage
G67445	21.10.2. e Unimproved surface parking 21.8.9.b Outdoor display and storage 54.22.b.2 Inoperable motor vehicle
G47086	21.10.2. e Unimproved surface parking 21.8.9.b Outdoor display and storage
G47085	21.10.2. e Unimproved surface parking 21.8.9.b Outdoor display and storage
G15953	21.10.2. e Unimproved surface parking
G15954	21.10.2. e Unimproved surface parking
G25902	21.10.2. e Unimproved surface parking
G11550	21.10.2. e Unimproved surface parking 21.8.9.b Outdoor display and storage
G139977	21.10.2. e Unimproved surface parking
G139977	21.10.2. e Unimproved surface parking *Granted extension
G115548	21.10.2. e Unimproved surface parking 21.8.9.b Outdoor display and storage *Granted extension
G16630	21.10.2. e Unimproved surface parking

Closed Cases

G21460	21.10.2.e Unimproved surface parking 21.8.9.b Outdoor display and storage	
G115548	21.10.2.e Unimproved surface parking 21.8.9.b Outdoor display and storage	
G29058	21.10.2. e Unimproved surface parking	
G25902	21.10.2. e Unimproved surface parking	

Unimproved Parking Surfaces Presentation in September 2023

SCHIERRZ COMMUNITY SERVICE COPPORTUNITY Current Standards UDC Section 21.10.2- General Provisions E. All driveways and all required off-street parking spaces shall be on a paved concrete or asphalt surface. All drive approaches shall be of paved concrete.

UDC Section 21.8.9- Outdoor Display and Storage B.1.b: Areas intended for outdoor display must be paved and painted to distinguish them from required off-street parking areas.

What has occurred- New Permitted Development:



- New Developments: Go
 through the City of Schertz
 development process. Staff
 requires all parking, drive
 aisles, and storage areas to
 be paved concrete or asphalt.
- Made financial commitment to meet community aesthetic and UDC standard

.



What has occurred- Development Without Permits:





Illegal Expansions: Properties in the City that have utilized gravel / base material for parking and storage areas. Did not receive permits and are in violation of the UDC.



What has occurred- Development Without Permits: More Examples



Policy Question for City Council:

Do we continue to require paved concrete

or asphalt parking and storage areas?



Things to Consider: Aesthetic Standard



- Current standard requires business to have paved concrete or asphalt. If City Council changes this UDC requirement and allows unpaved parking surfaces the City could then look like the right. Businesses could then park on unpaved surfaces such as grass, gravel, dirt / mud depending on the decision of City Council.
- What does City Council want the aesthetic of Schertz to be? A premier community that requires pavement or a community that allows grass / gravel?

Things to Consider: Dust / Dirt / Debris Concerns



- Parking and storage on unpaved surfaces leads to:
 - Dust leaving the business and polluting the air quality, going onto adjacent properties. If the air quality degrades enough TCEQ will investigate and order changes to improve air quality.
 - Dirt / Gravel / Mud entering the City streets and damaging City of Schertz infrastructure.
 - Additional debris in sidewalks and roadways requiring additional cleaning efforts from the City.
 - Unpaved parking and storage areas can impact Emergency Services if the property owner does not complete routine maintenance which these surfaces require.
- Is City Council concerned with dust / dirt / debris affecting adjacent properties, infrastructure, roads, and emergency services?



Things to Consider: Storm Water Quality Concerns

- Mud/debris leaves the sites and into city streets and adjoining areas which effects other property owners and the City.
- This requires the City to be more aggressive with street sweeping in these areas.
- Municipal Separate Storm Sewer System (MS4) permit is a federal requirement and a permit the City pulls
 - As a city we are required to do certain things to monitor BMPs (Best Management Practices) to ensure storm water runoff to keep State Water quality at a certain level
 - The effects of developments and their storm water runoff, can cause the City to violate their MS4 Permit and the City will need to act which could cause a financial impact to the City based on private business owners unpaved parking and storage areas.
- Is the City Council concerned with Storm Water Quality?



Things to Consider: Target Cities

Target / Neighboring City	Require Paved Parking Area?	Require Paved Area for Storage?
Seguin	Yes	Yes
Cibolo	Yes	Yes
San Antonio	Yes	Yes
Selma	Yes	No
New Braunfels	Yes	Yes
Mckinney	Yes	Yes
Georgetown	Yes	Yes
Temple	Yes	Yes



Things to Consider: If the requirement changes

- How does the business that made the financial investment and complies with all required paved parking and storage areas react when the adjacent property can utilize gravel or another material?
 - Would this degrade their investment?
 - Will the dirt / dust / debris from the adjacent unpaved parking deteriorate their paved parking and investment?
 - Does it lower the character of the area in Schertz they chose to develop in?
- How does the overall character / aesthetic of Schertz change?
- Does the air quality and storm water / water quality of Schertz degrade?



Next Steps

- Our UDC, as it stands, does not allow for unimproved surfaces for drivable areas or for storage areas.
- Staff is seeking direction on how City Council would like to proceed with the enforcement of unimproved surfaces and if there is a desire to change the current UDC regulations for parking and storage areas.



Next Steps / Previous Direction

- In 2023 City Council gave staff direction to create a committee of developers, business owners, and residents to discuss the requirement for paved parking. Due to the annexations, Comprehensive Land Use Plan update, and other development regulations that were being modified, staff did not create the committee at that time. Staff is seeking direction from City Council to see if this Committee is still desired.
- Staff is recommending that we create a joint effort and work with the Planning and Zoning Commission and the Economic Development Corporation Board of Directors to discuss any proposed UDC Amendments in relation to paved parking and storage areas. Within those joint discussions staff would also notify the business owners that previously came to City Council to discuss this topic, so their input is considered.



Discussion



Update from

Neighborhood Services

Rebecca Vera | Neighborhood Services |



Schertz UDC



A comprehensive set of regulations for development, which provides details on topics such as zoning, design guidelines, permitted uses, site design, parking, landscaping, signage and more.

The Schertz Code of Ordinances contains the city local regulations which includes the UDC, adopted building codes and property maintenance codes to provide guidance and regulations for development and property maintenance.



Article 10 Parking Standards



Parking Standards

• The purpose of the parking standards is to provide for wellfunctioning site access design, provide off-street parking spaces for occupants to any building or structure, limit the use of the street system for parking purposes as to not interfere with traffic flow, blocking of roadways for fire lanes and attractiveness/maintenance along the street.

• UDC, Article 10 Parking Standards

- General Provisions (Sec. 21.10.2.B) states: Required offstreet parking in nonresidential districts may be located on the same site, lot or tract as the main use for which the parking is provided or on a site, lot or tract located within the same zoning district and within 150 feet from the main use. (2009)
- General Provision (Sec. 21.10.2.E) states: All driveways and all required off-street parking spaces shall be on paved concrete or asphalt surface. All drive approaches shall be of paved concrete. (1996)

Article 8 – Outdoor Display and Storage



Outdoor Display and Storage

- The purpose of the outdoor display and storage is to protect and conserve properties, encourage a safe environment and enhance the attractiveness along the street.
- UDC, Article 8 Special Uses and General Regulations (2010)
 - Outdoor Display and Temporary Outdoor Storage
 - Outdoor display and temporary outdoor storage are displays of items actively for sale or lease that are lightweight and that individually can be easily moved without a mechanical lifting device.
 - Outdoor display and temporary storage of goods in individual packaging and not in storage containers which are associated with the primary business on the site may be allowed adjacent to a front principal building wall and may not extend into the public right-of-way Such storage shall not be permitted to block windows, entrances or exits, and shall not impair the ability of pedestrians to use the building.
 - Areas intended for outdoor display must be paved and painted to distinguish them from required off-street parking areas. Not outdoor displays shall be allowed in off-street parking areas or fire lanes.

Article 8 – Outdoor Display and Storage



Outdoor Display and Storage (cont.)

- General Outdoor Storage:
 - General outdoor storage consists of all remaining forms o of outdoor storage not classified as outdoor display including items of a large size, mass or volume and that are not easily moved or carried such as used tires, railroad ties, discarded inventory, storage pallets, shipping containers, temporary portable storage facilities/containers and semitrailers not attached to a truck.
 - General outdoor storage is prohibited within the public right-of-way or fire lane.
 - General outdoor storage shall not be allowed in off-street parking spaces.
 - General outdoor storage items shall not exceed a maximum of 20 feet in height.
 - General outdoor storage items shall be completely enclosed or shall be moved to the rear of the structure, but in no event shall general outdoor storage items be visible from public right-of-way.

OPEN CASES

G114443	21.10.2. e Unimproved surface parking 21.8.9.b Outdoor display and storage
G67454	21.10.2. e Unimproved surface parking 21.8.9.b Outdoor display and storage
G67445	21.10.2. e Unimproved surface parking 21.8.9.b Outdoor display and storage 54.22.b.2 Inoperable motor vehicle
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CLOSED CASES

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G115548	21.10.2.e Unimproved surface parking 21.8.9.b Outdoor display and storage
G29058	21.10.2. e Unimproved surface parking
G25902	21.10.2. e Unimproved surface parking



Not everyone has



Parking Standards

Parking standards ensure facilities are accessible, safe and convenient for all users, including ensuring parking spaces are properly sized, located, and marked to accommodate different types of vehicles, including those used by people with disabilities. Additionally, unimproved surfaces:

-Allows mud to be tracked into streets creating hazards to motorists possibly causing drivers to lose control and skid. Mud blocks gullies and drains, leading to flooding.

-Dust created by dirt/gravel lots is a hazard to human and environmental health. $S\mathbb{C}$







OTHER COMMUNITIES





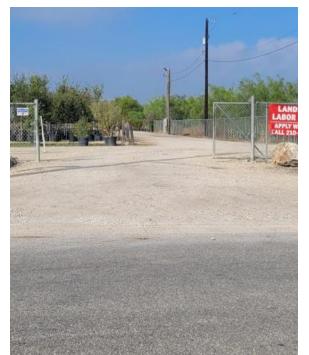


OTHER COMMUNITIES



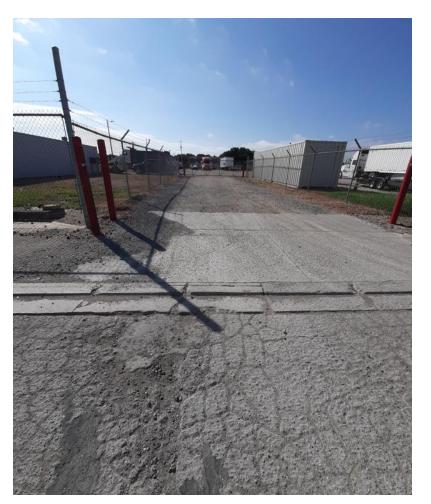








CURRENT VIOLATIONS







CURRENT VIOLATIONS





CURRENT VIOLATIONS







IN NEIGHBORHOODS





Storage of equipment and materials in public view

Parking/using as extension of business

COMPLETED PROJECTS

Business owners invest in Schertz. Schertz UDC ensures that businesses operate in a safe and healthy manner. The UDC also helps prevent the overdevelopment of the Schertz, thus preserving the small-town charm that is attractive to many residents and visitors.

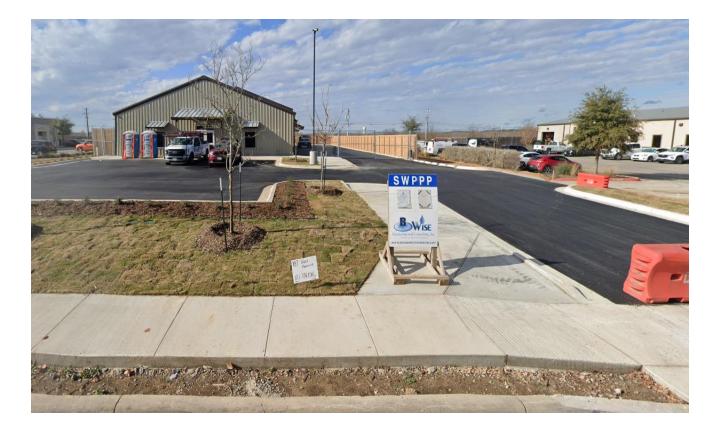








COMPLETED PROJECTS













June 2023

Expansion



January 2017

December 2020



COMMUNITY * SERVICE * OPPORTUNITY

18

CASE PROGRESSION

City Staff works with property owners throughout the process to find solutions to correct violations. This includes extending the standard timeframes listed below to gain compliance. A typical unresolved case code case can take 6 months before a citation is issued for the violation.

Violation noted Contact property owner and advise. Allow 10 days to respond.

Notice of Violation

Violation continues, no response from owner, allow additional 10 days.

Final Notice

No improvement, no response from owner, Final notice issued. Allow 10 days.

Citation

The last effort to hold property owners accountable.



Ordinance No. 22-S-19



Extensions available

In order to support property owners or businesses as they continue working on solutions or are considering an expansion project, the City does extend every consideration.

Under ordinance no. 22-S-19 the code enforcement case will be paused for up to 6 months. If interested in extension period businesses should submit written requests to City Management Office.

Steps to Compliance

In order for the subject property to come into compliance and utilize the area that was previously unimproved as parking / storage the following would need to occur:

- Zoning of the property will need to be confirmed that the land use is in compliance and that the parking / storage area can be expanded. If yes, then they would proceed to the next step. If no, then they could request a zone change or a specific use permit.
- Platting of the property would then be confirmed. If the property is an existing lot of recorded, or already platted, then they would proceed to the next step. If the property is unplatted they would go through the platting process.
- A Commercial Site Plan would be required for the proposed expansion. This site plan would be created by an Engineer / Architect and show the proposed parking / storage area, the required landscaping, any required screening and buffering (either done by fencing or landscaping), etc.
- Once the properties zoning has been confirmed, the property is platted and a commercial site plan is approved, then a building permit to construct the parking lot and any other required improvements (irrigation, fencing, etc.) could be applied for.



COMMENTS & QUESTIONS



CITY COUNCIL MEMORANDUM

City Council Meeting: June 03, 2025

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

Attachments

June 2025 Major Projects Update

CITY COUNCIL MEMORANDUM

City Council Meeting:	June 3, 2025
Department:	City Manager
Subject:	Update on Major Projects in Progress

Background

This is the monthly update on large projects that are in progress or in the planning process. This update is being provided so Council will be up to date on the progress of these large projects. If Council desires more information on any project or on projects not on this list, please reach out to staff and that information will be provided.

Facilities Projects:

1. Fleet Building Parking Lot

Project Description – Pave the open grassy area located at 27 Commercial Place

- o Project Status: Site Plan Development and Construction Design
- Projected Completion: To be determined
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: To be determined

Project Update: This project is being pushed back to FY 25-26 or FY26-27 as we need to reallocate funding from this project to help fund the repairs of the retention wall and pavers at the Schertz Library.

2. Digital Sign Replacement in Front of City Hall

Project Description- Replacement of the broken electronic marquee sign that sits in front of City Hall

- Project Status: Completed
- Projected Completion: 05/16/2025
- Project Cost: \$78,000
- o Contractor: Ezzi Signs, Inc

Project Update: The digital sign has been installed and functioning. This project is completed and will be removed from this document going forward.

Drainage Projects:

1. FM 78 South Channel Silt Removal

Project Description – Silt removal for the existing FM 78 South Drainage channel to include permitting, easement acquisition and construction.

- Project Status: Easement Acquisition
- Projected Completion: Summer 2025
- Project Cost: Design \$32,100, Drainage Report \$4,600
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: No new updates since last council meeting. Design of the project is complete. The project has been on hold pending resolution of some easement acquisition challenges. Staff are working to identify the appropriate path of access to the channel. Unintech will resume work to acquire necessary easements for the project once those challenges have been resolved. After easements are acquired, the project will be rebid, and construction will proceed.

Water and Wastewater Projects:

1. Woman Hollering Creek Wastewater Interceptor Main and Lift Station

Project Description – Design and construction of a sanitary sewer system to collect and convey wastewater to the future CCMA water reclamation plant off Trainer Hale Road in Southern Schertz. The system consists of approximately 19,000 linear feet of 30" gravity wastewater line running generally along Woman Hollering Creek from the existing Sedona lift station on FM 1518 to a new lift station on IH 10 and approximately 6,000 feet of force main from the lift station to CCMA plant. It also includes an additional 18" gravity line approximately 1,500 feet in length that will first serve the Hallie's Cove Subdivision. The system is necessary for the new CCMA plant to begin operation and to allow the existing Woman Hollering Lift Station at Sedona to be taken out of service.

- Project Status: Construction
- Projected Completion: Summer 2025
- Project Cost: Engineering/Design \$1,187,594, Land purchases, ROW, legal and advertising \$700,810, Construction \$11,100,000, totaling \$12,988,404
- Design Engineer: Cobb Fendley & Associates, Inc.
- Owner's Representative: AGCM, Inc.
- Contractor: Thalle Construction Co, Inc.

Project Update: No change since the last update. The collection and conveyance system including the lift station was put into operation March 3, 2025. The CCMA South Plant is operational. The Woman Hollering Package Treatment Plant has been shut down and is being cleaned and removed from the leased property location. The Sedona Lift Station and the pump and haul operation at Hallie's Cove are being decommissioned. Staff are continuing to work on generating punch lists for the project to be completed. It is estimated that the remainder of the work on the project will take several months to complete.

2. Riata Lift Station Relocation

Project Description – Relocation of the Riata Lift Station ahead of TxDOT's IH 35 NEX project to remove it from conflict with the proposed highway improvements. The design phase included identification of a new site for the list station, design of new lift station and design of the abandonment of the existing lift station. Property and easement acquisitions were required. The new lift station is needed to maintain sewer services.

- Project Status: Begin Construction 4th Quarter of 2024.
- Projected Completion: Summer 2026
- Project Cost: Design & Acquisition of easements and existing lift station \$478,000; Construction: \$2,545,375
- Consultant: Utility Engineering Group, PLLC
- Contractor: Keystone Construction
- Project Update: Keystone continues construction of the lift station. The wet well structure
 has been set and hydrostatic tested. The contractor continues with the site work. Electrical
 equipment and generators have long lead times, but all have been ordered. A change order
 is being processed to include a flow meter and vault to the project. This will be beneficial
 to public works with the operations of the facility. Construction costs are still below the not
 to exceed amount approved by council.



3. FM 1518 Utility Relocations

Project Description – Relocation of water and sewer utilities to avoid conflicts as part of the TxDOT FM 1518 Improvement Project.

- Project Status: Construction
- Projected Completion: The City's utility relocation portion of the project is expected to be completed in the summer of 2025.
- Project Cost: Design NTE \$980,000, Construction Joint Bid \$8,986,837/Aztec 16" Line \$884,270
- o Consultant: Halff Associates

 Contractor: SER Construction Partners (TxDOT's General Contractor)/Qro Mex Construction (Aztec 16" Line)

Project Update: SER continues the installation of water and sewer as part of the joint bid work. The new water lines have all been tested and placed into service from Lower Seguin Rd down to IH 10. Next, they plan to begin testing from Lower Seguin to Schaefer Rd. Staff are working with Terracon to perform load testing on old, abandoned AC water lines to determine whether they can remain abandoned in place or if they will need to be removed. Capital Excavation is nearing completion of the sewer from Founder School down to the Sedona lift station. The new sewer has been tied into the manhole that Thalle installed with the Woman Hollering Creek project. Capital is now working to complete the tie-in on the north side of Founder School.

4. Corbett Ground Storage Tank

Project Description – Construction of a new 3-million-gallon Ground Storage Tank (GST). The GST will be used to fill the existing Corbett Elevated Storage Tank and provide additional water storage capacity. This new GST will receive water directly from the Schertz Seguin Local Government Corporation.

- Project Status: Construction Phase
- Projected Completion: Fall 2025
- Project Cost: Design \$466,265, Construction \$7,360,054
- Consultant: Unintech Consulting Engineers
- Contractor: Pesado Construction Co.

Project Update: Pesado has completed the generator, electrical building, and pump pads and continues with yard piping and other site work. They did indicate that the electrical switchboard delivery has been moved up 2 months to August 2025. The planned schedule is to complete construction near the end of September.

5. Water Loop Lines

Project Description – Install 12" water main lines to provide a looped distribution system from Ware Seguin to Lower Seguin and Pfeil Road to N Graytown Road.

- Project Status: Design/Easement Acquisition
- Projected Completion: Spring 2026
- Project Cost: Design NTE \$200,000, Construction Estimate \$4,400,000

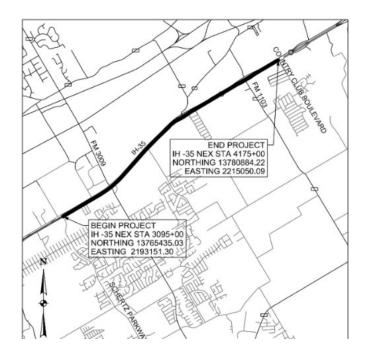
Project Update: No new updates since last council meeting other than negotiations for easements continue. Owners of eight (8) parcels have signed easement documents on the section from Pfeil to Graytown. Two (2) owners have agreed verbally and are finalizing some of the details. One (1) owner has rejected the original offer and counter and is working to provide their own appraisal to justify their asking price. The easements necessary for the section from Ware Seguin to Lower Seguin are also still in the negotiation stage. These are with the property owner's attorneys for review currently.

6. IH 35 NEX-North Utility Relocations

Project Description – Relocation of water and sewer utilities to avoid conflicts as part of the TxDOT IH 35 NEX project.

- Project Status: Design
- Projected Completion: Joint Bid Construction is planned for End of 2026
- Project Cost: Design & Easement Acquisition Services \$1,250,000
- Consultant: Halff Associates

Project Update: Halff has secured all but one (1) easement necessary for the sewer portion of the project. The last property owner has provided a counteroffer over our appraised values. This offer has been sent to TXDOT for review since this project is reimbursable.



Extent of IH 35 NEX – Northern Segment

7. Robin Hood Way Waterline Replacement

Project Description – Replacement and upsizing of water line in Robin Hood Way, Sherlock Lane, and Nottingshire. The main replacement is to increase flows in the area, particularly to meet fire flow requirements. The project also includes street resurfacing and rehabilitation work that was previously removed from the SPAM project.

- Project Status: Design
- o Projected Completion: Fall 2025
- Project Cost: \$5,350,000
- Consultant: Kimley-Horn & Associates

Project Update: Staff are reviewing the preliminary plans for the project.

8. Bell North Sewer Extension

Project Description – Ten commercial properties on the west end of Bell North Drive are served by private grinder pumps that pump into a public wastewater force main that discharges into a manhole near 17316 Bell North Drive. This project is the construction of a gravity sewer main within Bell North Drive that will flow toward and discharge into the main on Doerr Lane.

- Project Status: Design
- Projected Completion:
- Project Cost: Design \$95,000
- Consultant: Freeland Turk Engineering Group LLC

Project Update: The field survey and geotech work has been completed and the consultant has provided a preliminary design for review. Staff are confirming the information provided is consistent with the record drawings for the sewer that this line will tie into. Once this is confirmed, Freeland Turk will finalize the plans.

9. Northcliffe Country Club Estates Water and Wastewater Main Replacement

Project Description – replacement of the water and wastewater mains and rehabilitation of the streets in the Northcliffe Country Club Estates subdivision.

- Project Status: Design
- Projected Completion: Fall 2026
- Project Cost: Design & Easement Acquisition Services \$5,000,000
- Consultant: Unintech Consulting Engineers, Inc

Project Update: Task Order for the project design will be presented to Council for approval this month.



10. Cibolo West Wastewater Trunk Main

Project Description – Installation of approximately 21,680 LF of gravity wastewater trunk main that will collect wastewater at the location of the Saddlebrook Wastewater Lift Station as well as areas north of Schaefer Road and convey flows south along a route including along Weir and Trainer Hale Roads and the west side of Cibolo Creek to the CCMA South Water Reclamation Plant. Having this line in place will ultimately allow the decommissioning of the Corbett and Saddlebrook Lift Stations. The project is a collaboration between the City of Schertz and Green Valley Special Utility District (GVSUD).

- Project Status: Route Study
- Projected Completion: Study expected to be complete Summer 2025
- Total Project Cost: \$16,213,000
- Consultant for Study: Lockwood, Andrews, & Newnam, Inc.

Project Update: The route study and sizing of the trunk main is underway. Staff from the City and from GVSUD meet with the consultant biweekly to review progress. The proposed alignment is being fine-tuned in some locations, and the wastewater model is being used to determine line size needs.

Street Projects:

1. Main Street Improvements Project

Project Description – The project will improve sidewalks, provide street lighting, way-finding signage, landscaping, utility relocations, and architectural elements such as decorative concrete, decorative lighting, screening, and area signage. This project will also replace aging water and sanitary sewer mains and reconstruct the street with a new, stronger pavement section. Additionally, Lindbergh between Main and Exchange will be reconstructed.

- Project Status: Design
- Projected Completion: Fall 2027
- Project Cost: Design NTE \$2,173,905, Construction \$24,600,000
- o Consultant: Kimley- Horn Associates

Project Update: The consultant is finetuning the water and sewer line replacement plans to address some conflicts with AT&T's existing duct bank. The duct bank depth is not as deep in some places as expected and the alignment meanders in some sections. Options are being explored to address the conflicts as quickly and least costly as possible. The water and sewer replacement are expected to get started towards the end of Summer.



2. Lookout Road Reconstruction

Project Description – The project involves reconstruction of Lookout Road from Schertz Parkway to Doerr Lane. A traffic signal at the Lookout Road/Schertz Parkway intersection will also be installed. The project also includes the replacement and upsizing the existing sanitary sewer main in Lookout Road from Doerr Lane to Schertz Parkway.

- Project Status: Design
- Projected Completion: March 2026
- Project Cost: Design \$571,000 (\$20,000 from Selma), Construction estimate \$6,738,092 (\$100,000 from Selma)
- Design Consultant: Halff Associates

Project Update: No changes from last month. Right-of-Way acquisition at the Schertz Parkway and Doerr Lane intersections is underway. Our consultant is coordinating with the utility companies to get the known conflicts addressed. There are some last-minute sewer line changes being incorporated into the project plans to up-size part of the new sewer line to a 24" diameter. Staff will be working with EDC to start detailed public outreach to businesses in the near future.

3. Lower Seguin Road Reconstruction

Project Description – The project will reconstruct a 2.9-mile segment of Lower Seguin Road to widen and improve the street to the section identified in the Master Thoroughfare Plan. The City intends to pursue Federal DCIP funding for project construction.

- Project Status: Design
- Projected Completion: January 2027
- Project Cost: \$18,200,000
- Consultant: Halff & Associates

Project Update: The initial final plan review has been completed and comments provided to our consultant. A Resolution authorizing the City Manager to execute and submit the DCIP funding application for the project is being considered by Council this month. Additional plan reviews will be completed this month so the construction plans can be finalized and submitted with the DCIP funding application. Our consultant is working on the right-of-way and easement documents needed for the project. We anticipate right-of-way and easement acquisition will start later this month.

4. 2024 SPAM Resurfacing

Project Description – The project includes the performance of prep work (base repairs, crack sealing, level up, etc.) and application of a slurry seal to the surface of various streets in the City. Work on other streets includes removal of existing asphalt surface; cement stabilization of base material; and application of a new layer of asphalt on street surface for other various City streets. PCI data was used to select the streets in the project.

- o Project Status: Warranty
- Projected Completion: May 9, 2025
- Project Cost: \$2,400,000 (estimated total)
- o Design Consultant: Kimley-Horn Associates
- Contractor: R.L. Jones LP

Project Update: The project is fully complete, and Staff is processing the final pay application for the contractor. The total cost of the project is less than the estimated cost. The excess funding will be moved to the 2025 SPAM projects to increase the amount of work completed by those projects.

5. Buffalo Valley South Resurfacing and Rehabilitation and Utility Replacements

Project Description – Water and sanitary sewer main replacements and street rehabilitation of Buffalo Valley South, specifically Mill Street, 1st St, 2nd St, Bowman St, Lee St, Church St, Zuehl St, and Wuest. PCI data was used to select the streets in the project. Project will be funded with a combination of SPAM funding (for the street rehabilitation) and ARP funding for the utility replacement.

- Project Status: Construction
- Projected Completion: Winter 2026
- Project Cost: \$5,705,000 (estimated total)
- o Design Consultant: Unintech Consulting Engineering
- Contractor: E-Z Bel Construction, LLC

Project Update: Almost all the new water main in Zuehl has been installed. Testing on these segments of water line are underway. The second crew has almost completed the new sewer main in Church Street between 1st Street and the west end of Church Street. One segment of the new sewer main has been pressure tested and passed. There was a delay in setting the new manhole at the end of Church Street. During the excavation for the manhole, the gas line was discovered in a different location than it was supposed to be. Staff, our consultant, and the contractor have coordinated with CenterPoint Energy to resolve the conflict and allow the manhole to be installed.



6. Boenig Drive Reconstruction

Project Description – Reconstruction of Boenig Drive between Ware Seguin Road and Graytown Road. The reconstruction includes reconfiguration of the intersection with Ware Seguin Road to improve efficiencies and eliminate having two street intersections side-by side on Ware Seguin Road.

- Project Status: Design
- Projected Completion: Winter 2025
- Project Cost: \$3,240,000
- Consultant: Unintech Consulting Engineers, Inc.

Project Update: The preliminary plan review has been completed and comments provided to our consultant. The consultant is working on final plans now.

7. 2024 SPAM Rehabilitation

Project Description – Rehabilitation of St. Andrews, Maple, and part of the Silvertree Subdivision streets. Rehabilitation involves removing the existing pavement, applying cement stabilizing to the material underneath, and placing a new layer of pavement on the street.

- Project Status: Construction
- Projected Completion: Winter 2025
- Project Cost: \$3,561,660
- Consultant: Kimley-Horn Associates
- Contractor: E-Z Bel Construction, LLC

Project Update: No change from last month. Construction is expected to start early July 2025.

8. FM 3009 Overpass

Project Description – TXDOT project for overpass construction at the FM 3009/FM 78 intersection to elevate the main lanes of FM 3009 over the railroad tracks and FM 78. On and off ramps will be provided so vehicles can travel between FM 3009 and FM 78 at the intersection. The project includes some improvements to FM 78 to improve operational efficiencies of the on and off ramps.

- o Project Status: Schematic Design and Environmental Clearance
- Projected Completion: TBD
- Project Cost: \$40,000,000 (TXDOT)
- Consultant: Kimley-Horn Associates

Project Update: No change from last month. The schematic plans and the environmental clearance are still underway. TXDOT has formally applied to the Alamo Area Metropolitan Planning Organization (AAMPO) for construction funding. While TXDOT has applied for funding, this doesn't mean the funding will be available and construction starting soon. By applying for funding now, it gets the project "on the list" for AAMPO to consider and does not mean construction will occur soon. While funding is being considered by AAMPO, the environmental clearance and design efforts will continue, and more public meetings will be held to help refine the project design.

Parks & Recreation Projects:

1. Schertz Soccer Complex Irrigation Water Storage Project

Project Description – Upgrading electrical components, upsizing well pump and piping, and adding storage capacity for irrigation of the Schertz Soccer Complex.

- Project Status: Under Construction
- Projected Completion: Summer 2025
- Project Cost: \$200,000 (estimated total)
- Consultant: Unintech Engineering
- Contractor: Kutscher Drilling

Project Update: One bid was received (Kutscher Drilling) for the new well that is needed to be compliant with Edwards Aquifer Authority standards and council approved the contract on May 6. Construction is pending the vendor's scheduling, likely June 2025. Once the new well is drilled, the final phase is adding the additional storage tanks which city staff will facilitate.

I.T. Projects:

1. Asset Management- Work Order System – Open Gov

Project Description- Replace the current work order and asset management systems

- Project Status: In progress
- Projected Completion: Fall 2025
- Project Cost: Approximately \$470,000
- Contractor: Open Gov

Project Update: City staff continue to work with the vendor through zoom training sessions and have separate department workshops to practice utilizing the software program in preparation for the planned rollout in July.

Studies and Plans:

1. Master Thoroughfare Plan and Roadway Impact Fee Update

Staff has requested a scope and fee proposal from a consultant to begin work on an update to the Master Thoroughfare Plan and Roadway Impact Fee Program. It is expected that this project will be brought to Council before beginning sometime this summer.

TxDOT Roadway Projects:

Note: If links do not work, please contact engineering@schertz.com

- FM 1103 Improvement Project: Construction officially began in November 2022 and was
 originally expected to be complete in fall 2026. Minor progress is being made on the roadway
 while utility relocation continues. General project updates are available by signing up at this
 link: FM 1103 Construction Newsletter
- 2. FM 1518 Improvement Project: SER Construction, LLC, formally began construction on April 9, 2024. The contractor has leased property owned by the City on Schaefer Road to stage construction activities. The first few months of the project will be mainly underground utility construction and will mostly take place outside travel lanes. While there may be some delays, major traffic disruptions should not be experienced much during this phase of the project. The project is currently anticipated to be completed in 2028. Updates regarding the FM 1518 project are available by visiting and subscribing at the following link: FM 1518 Expansion

- 3. IH-35 NEX (I-410 South to FM 1103): The central segment of the I-35 Northeast Expansion project continues with Alamo NEX Construction handling the design-build project. The central section runs from 410 N to FM 3009. Utility coordination work for the northern segment of the project is underway. TxDOT consultants have met with Public Works and Engineering Staff to begin establishing relocation needs. The City will be reimbursed for the costs of all relocations needed except for any upsizing or improvements above current conditions. Updates about the project can be obtained by signing up at the following link: <u>I 35 NEX Project Updates</u>
- 4. IH-10 Graytown Road to Guadalupe County Line: Work for the widening of the main lanes and utility relocations continues. Work on the FM 1518 bridge over IH 10 continues and will involve numerous episodes of the rerouting of traffic including shifting lanes and detours as necessary. Updates regarding the IH 10 project are available by signing up at the following link: <u>IH 10 Expansion Information</u>