



**MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
June 17, 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 17, 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 Heyward)**

Presentations

Presentation of Kick Cancer Pep Rally & 5K Run 2025 Donation to Mays Cancer Center
at UT Health San Antonio MD Anderson Cancer Center.
(S.Gonzalez/L.Shrum/C.Paddock)

City Events and Announcements

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

Hearing of Residents

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

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

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

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

Consent Agenda Items

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

1. **Minutes** – Approval of the minutes from the City Council Workshop Meeting on June 3, 2025, and the City Council Meeting on June 3, 2025 (S.Edmondson/S.Courney)
2. **Appointments, Re-appointments, and Resignations - City of Schertz Boards, Commissions and Committees**

Resignations

Library-Linda Duvall

Planning & Zoning-Richard Braud (not seeking reappointment)

Appointments

Library-Bradley Thuringer

Parks-Sydney Shippey

Reappointments

BOA

Frank McElroy

Reginna Agee

Alfred Degollado

Library

Patti Paulson

Laura Wilson

Chris Bryan
Margaret Riley
Patti Dilworth
Ruth Tienor

Planning and Zoning and CIAC

Roderick Hector
Patric McMaster
Judy Goldick-Commissioner to Alternate 1
Clayton Wallace-Alternate 1 to Commissioner
David Hughes-Alternate 2 to Commissioner

Parks and Recreation

Tim Dusek-Alternate to Board Member

Historical Preservation Society

Rose Arispe

3. **Resolution 25-R-067** - Authorizing an amendment to the Subdivision Improvement Agreement for Homestead Unit 9 (S.Williams/B.James)
4. **Resolution 25-R-068** - Approval of the Heritage Oaks Wastewater Capital Recovery Offset Agreement (S.Williams/B.James)
5. **Resolution 25-R-069** - Authorizing a new Subdivision Improvement Agreement for Graytown Unit 3A (S.Williams/B.James)
6. Resolution 25-R-071 – Authorizing expenditures with GenServe Inc. at the East Live Oak Water Facility for generator system replacement (B.James/D.Hardin/L.Busch/N.Ferris)
7. **Resolution 25-R-073** - Authorizing an agreement with the Texas State Library and Archives Commission for the reimbursement of expenses incurred through the lending of Schertz Public Library materials to other libraries (S.Gonzalez/E.Bertoia)
8. **Resolution 25-R-074** – Authorizing a task order agreement with Unintech Consulting Engineers, Inc. for professional engineering-related services on the Northcliffe Country Club Estates Water and Wastewater Main Replacement Project and updating the associated Capital Improvement Plan Project Sheets (B.James/K.Woodlee/J.Nowak)
9. **Resolution 25-R-075** – Authorizing a task order agreement with Kimley-Horn and Associates, Inc. for professional engineering-related services for the design of the 2025 SPAM Resurfacing Project and updating the associated Capital Improvement Plan project sheets (B.James/K.Woodlee/J.Nowak)

10. **Resolution 25-R-076** – Authorizing a task order agreement with Kimley-Horn and Associates, Inc. for professional engineering-related services for the design of the western portion of the Kramer Farm Subdivision Rehabilitation Project (B. James/K. Woodlee/J. Nowak)
11. **Resolution 25-R-78** - Approving a Schertz Main Street Preservation Grant for 420 Curtiss (S.Williams/B.James)

Discussion and Action Items

12. **Resolution 25-R-079** - Authorizing an application to TxDOT for Transportation Alternatives funding and an Advanced Funding Agreement with TxDOT if the project is selected for The Great Northern Trail design and construction (S.Gonzalez/L.Shrum)

Public Hearings

13. **Ordinance 25-S-024** – Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 11 - Sign and Advertising Devices, Article 3 Boards, Commissions, and Committees - Section 21.3.3 - Planning and Zoning Commission, Article 7 - Nonconforming Uses, Lots, and Structures, and Article 16 – Definitions.(B.James/L.Wood/S.Haas)

Workshop

14. **Review of Ordinance 23-M-28** City Council Rules of Conduct and Procedure (Mayor Gutierrez)

Information available in City Council Packets - NO DISCUSSION TO OCCUR

15. Petition for Removal of Property from the City of Schertz ETJ - Update on approximately 6.46 Acre ETJ Release in Northern Schertz near FM 2252 within Comal County (B.James/L.Wood/E.Delgado)

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 11TH DAY OF JUNE 2025 AT 5:15 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.

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

Mayor Gutierrez Member Audit Committee Investment Advisory Committee Main Street Committee TIRZ II Board Liaison Board of Adjustments Senior Center Advisory Board-Alternate	Councilmember Davis– Place 1 Member Interview Committee Main Street Committee - Chair TIRZ II Board Liaison Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Board
Councilmember Watson-Place 2 Member Audit Committee Liaison Library Advisory Board Senior Center Advisory Board	Councilmember Macaluso – Place 3 Member Interview Committee Hal Baldwin Scholarship Committee TIRZ II Board Liaison

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

CITY COUNCIL MEMORANDUM

City Council Meeting: June 17, 2025
Department: Parks, Recreation & Community Service
Subject: Presentation of Kick Cancer Pep Rally & 5K Run 2025 Donation to Mays Cancer Center at UT Health San Antonio MD Anderson Cancer Center. (S.Gonzalez/L.Shrum/C.Paddock)

BACKGROUND

The 2025 Kick Cancer Pep Rally & 5K Run was a great success with 485 participants. The total donation from the event proceeds to the Mays Cancer Center at UT Health San Antonio MD Anderson Cancer Center for 2025 is \$10,899.85.

CITY COUNCIL MEMORANDUM

City Council Meeting: June 17, 2025
Department: City Secretary
Subject: Minutes – Approval of the minutes from the City Council Workshop Meeting on June 3, 2025, and the City Council Meeting on June 3, 2025 (S.Edmondson/S.Courney)

Attachments

Minutes 06-03-2025 Council Workshop
Minutes 06-03-2025 Council Meeting

DRAFT

MINUTES COUNCIL WORKSHOP MEETING June 3, 2025

A Council Workshop Meeting was held by the Schertz City Council of the City of Schertz, Texas, on June 3, 2025, at 5:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-Tem Allison Heyward; Councilmember Mark Davis; Councilmember Michelle Watson; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Tim Brown

Staff present: City Manager Steve Williams; Deputy City Manager Brian James; Assistant City Manager Sarah Gonzalez; Deputy City Secretary Sheree Courney

Call to Order

Mayor Gutierrez called the workshop meeting to order at 5:00 p.m.

Hearing of Residents

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Yasmin Moreno, 4814 Castle Stream-Ms. Moreno invited City Council to the 1st Annual Happy Kids Foundation Gala Dinner.

Discussion

1. Council Professional Development Policy Review (Councilmember Westbrook)

Councilmember Westbrook would like to discuss a Professional Development Policy for City Council.

Items of discussion:

- Review of Councilmember Professional Development Training requests
- Analysis of the City Charter, Council Rules, and Travel Policy
- Focus: fairness, transparency, and codified governance process

Councilmember Westbrook analyzed the City Charter, Council Rules of Conduct and Procedure and Travel Policy (employees) and did not find any information about the City Council Travel and Training Policy. Councilmember Westbrook would like to have a discussion on a broader principle of how we govern ourselves pertaining to professional development training.

Two key questions to discuss:

1. Does anyone on this city council have the authority to approve or deny any professional development?
2. Do individual councilmembers have the capacity to determine what training best equips them to serve the City of Schertz?

This discussion is not about circumventing oversight, but rather creating a policy that the oversight is transparent, consistent and rooted in respect for each other's roles.

An additional question: can councilmembers place agenda items on the agenda?

Mayor Gutierrez's statements included:

- City Charter Section 4.08: Powers vested in Council (as a body).
- City Charter Section 4.09 (d) Council (as a body) sets its own rules.
- Council Rules: No unilateral authority to the Mayor
- Charter Section 4.05" The Mayor shall be the official head of the City Government"
- Ordinance 23-M-28 Section 2.13 "Matters not addressed by Rules, the Charter or State law shall be determined by the Mayor"
- The absence of a defined policy for elected officials highlights the need for the Council as a body to establish a policy that governs the use of public funds for training and travel.

Councilmembers have a stake in professional development, but it must be balanced with fiscal responsibility, transparency, and accountability to the public. When taxpayer dollars are used, it is the Council as a body who must decide what is appropriate, beneficial, and equitable.

Mayor Pro Tem Heyward handed out a cost breakdown of what travel /training she has been able to attend this year as TML President. She has spoken with several

cities about council travel/training, costs and policy. Mayor Pro Tem Heyward stated the City Council needs to decide on a training policy.

Councilmember Davis sees the value of professional development as a municipal official. Ultimately, he states this is a budget issue. Councilmember Davis recommended that at the next budget retreat (for FY2026), the Council should discuss having a line item that addresses Council training, education and development.

Councilmember Watson and Councilmember Guerrero agreed that the Council needs to discuss this issue and decide on what would be allowable and agreed upon. The Council's consensus was to decide on a policy before discussing a budget for travel and training. City Manager Williams suggested that staff and volunteers from the Council meet and create a framework to bring back to Council. Mayor Pro Tem Heyward and Councilmember Watson volunteered to work with staff and bring back a draft for Council discussion.

Adjournment

Mayor Gutierrez adjourned the workshop meeting at 5:43 pm.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

DRAFT

MINUTES REGULAR MEETING June 3, 2025

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on June 3, 2025, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro Tem Allison Heyward; Councilmember Mark Davis; Councilmember Michelle Watson; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Tim Brown

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

Call to Order

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

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

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

Proclamations

ASE Automotive Professionals Month-June 2025 (Councilmember Watson)
Councilmember Michelle Watson presented to the ASE Automotive Professionals Month Proclamation to Internal Services Director Dawniecia Hardin and members of the City of Schertz Fleet Department.

United States Army 250th Birthday Proclamation-June 14, 2025 (Councilmember Guerrero)
Councilmember Ben Guerrero presented the United States Army 250th Birthday Proclamation to army veterans, Sheldon Edmondson, Daniel Jameson, Alan Cockerell, and Don Nolan.

Employee Introductions

- Parks-Samantha Pinello-Administrative Assistant
Civic Center Manager Athena Nolen introduced Ms. Samantha Pinello, the new administrative assistant for the Parks and Recreation Department.
- Police-Destinee Hathaway-Public Safety Communications Office
Communications Manager Nichole Kuhlmann introduced Ms. Destinee Hathaway, new Public Safety Communications Officer.

Presentations

- **City Manager Steve Williams** - Cibolo Valley Local Government Corporation (CVLGC) - Justin Murray
City Manager presented Mr. Justin Murray with a plaque in recognition of his 14 years of service on CVLGC Board. Mr. Murray served as the Board President for much of that time. The success of the CVLGC acquiring water rights and developing a strategic plan for the future is attributed to Mr. Murray's leadership.
- **City Manager Steve Williams** - *20-Year Tenure Milestone Service Pin Presentation* - Schertz Fire Marshal Benjamin Boney
City Manager Steve Williams recognized Fire Marshal Benjamin Boney for 20 years of service. Fire Chief Greg Rodgers stated it was a significant achievement for Fire Marshal Boney to reach 20 years and thanked him for his dedicated service and expressed appreciation to Fire Marshal Boney's family for their years of support. Fire Marshal Boney thanked Council for the opportunity to serve in his current role and looks forward to the ten-plus years ahead.

City Events and Announcements

- Announcements of upcoming City Events (B. James/S. Gonzalez)
Deputy City Manager Brian James announced upcoming city events.
- Announcements and recognitions by the City Manager (S. Williams)
City Manager Steve Williams announced the following city staff promotions:
EMS: Mike Reed to Battalion Chief
Planning & Community Development: Jesse Lee to Building Inspector
Fleet Services: Logan Allen to Fleet Mechanic II
Police Department: Gregg Flowers to Sergeant
- Announcements and recognitions by the Mayor (R. Gutierrez)
Mayor Gutierrez had no announcements or recognitions.

Hearing of Residents

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The following residents spoke:

Daniel Jameson - 1000 FM 78: Mr. Jameson spoke as a representative of VFW. He reminded Council that on June 14th the Army will celebrate their 250th birthday. He also stated that the 3rd Saturday of every month the VFW provides breakfast plates for \$10/each and invited the community to come out to participate.

Don Nolan - 9823 Mulhouse, Rhine Valley: Mr. Nolan asked Council how the city is preparing for the growth in south Schertz spurred by the development of FM 1518 to IH-10.

Dana Eldridge - 2628 Gallant Fox Drive: Mr. Eldridge spoke regarding the new waste management company. He asked who vetted this company, stating that the ratings cited from various places are not good. He also expressed dissatisfaction with the clarity of the information that the city had provided regarding the changes in service.

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)
7. **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)

Mayor Gutierrez asked if any items needed to be removed for separate action.

Mayor Pro Tem Heyward requested item 2, Appointments, Reappointments, and Resignations: City of Schertz Boards, Commissions, and Committees, be removed for separate action.

Mayor Gutierrez asked for a motion to approve Consent Agenda Items #1 and #3 - 7.

Moved by Councilmember Michelle Watson, seconded by Mayor Pro Tem Heyward.

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

Passed

Mayor Gutierrez brought item #2, Appointments, Reappointments, and Resignations: City of Schertz Boards, Commissions, and Committees back to the table. And recognized Mayor Pro Tem Heyward.

Mayor Pro Tem Heyward stated she asked that this item be brought for separate action to correct Mr. Snow's first name. It was listed as Bryan and should be Brad. The second reason was to thank Mr. Dana Eldridge and Mr. Johnie McDow for their long-term service to the city.

Motion was made by Mayor Pro Tem Heyward to approve item 2 with a correction to the spelling of Mr. Snow's name, seconded by Councilmember Ben Guerrero.

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

Passed

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)

Mayor Gutierrez recognized Planner Daisy Marquez, who introduced Ordinance 25-S-022. She provided a map outlining the subject area and current zoning of surrounding areas. 40 public notices were sent on April 21, 2025; received 2 in favor, 0 in opposition, and 0 neutral. A notice was published in the San Antonio Express and a sign was placed along Lower Seguin. The Planning and Zoning Committee held a public hearing for the item on May 7, 2025, and made a recommendation of approval to City Council with a unanimous vote. Due to the proposed zone change's compatibility with the Comprehensive Land Use Plan, future Land Use Map, and existing uses, staff recommends approval of Ordinance 25-S-22.

Mayor Gutierrez recognized Paul Landa, MTR Engineers, who spoke on behalf of the applicant. Mr. Landa stated he didn't have a presentation prepared, but was available to answer any questions Council might have regarding the request.

Public Hearing opened at 6:43 p.m.
No residents came forward to speak.
Public Hearing closed at 6:43 p.m.

Mayor Gutierrez opened the floor to Council for discussion.
No discussion occurred.
A motion was made to approve Ordinance 25-S-022.

Moved by Councilmember Tim Brown, seconded by Councilmember Michelle Watson

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

Passed

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)

Mayor Gutierrez recognized Planner Daisy Marquez, who introduced Ordinance 25-S-023. She provided a map outlining the subject area and current zoning of surrounding areas. 13 public notices were sent on April 21, 2025; received 3 in favor, 3 in opposition, and 0 neutral. A notice was published in the San Antonio Express and a sign was placed along Trainer Hale Road. The Planning and Zoning Committee held a public hearing for the item on May 7, 2025, and made a recommendation of approval to City Council with a unanimous vote. Due to the proposed zone change's compatibility with the Complete Neighborhood Land Use Designation of the Comprehensive Plan, staff recommends approval of Ordinance 25-S-23.

Mayor Gutierrez recognized Ashley Farrimond, attorney for the applicant. Ms. Farrimond provided historical information regarding the current PDD zoning. Changes have occurred with the city's settlement with GVSUD regarding who would provide sewer service for this area. The request to rezone is to allow these lots to be served by sewer and not septic. The applicant stated the request to rezone to R-2 is consistent with surrounding areas.

Public Hearing opened at 6:51 p.m.
No residents came forward to speak.
Public Hearing closed at 6:52 p.m.

Mayor Gutierrez opened the floor to Council for discussion. Councilmember Watson asked if the rezoning would include the sewer line or would other residents be impacted. Ms. Farrimond responded that the entire development would be served by the City of Schertz, so it would all include sewer service. Deputy City Manager Brian James added clarity regarding GVSUD and Schertz agreement.

Mayor Gutierrez asked for a motion to approve Ordinance 25-S-023.

Moved by Mayor Pro Tem Allison Heyward, seconded by Councilmember Tim Brown

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

Passed

- 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)

Mayor Gutierrez recognized Planner Daisy Marquez, who introduced Ordinance 25-S-021. She provided a map outlining the subject area and current zoning of surrounding areas. 11 public notices were sent on April 25, 2025; received 1 in favor, 0 in opposition, and 0 neutral. A notice was published in the San Antonio Express on May 14, 2025, and a sign was placed along Maske. The Planning and Zoning Committee held a public hearing for the item on May 7, 2025, and made a recommendation of approval to City Council with a unanimous vote. Notification was sent to JBSA for affirmative recommendation because the subject property falls within the APZ II zone. The Comprehensive Plan designates this area as Industrial Hub Land Use, for which GB2 is appropriate. 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 recommend approval of Ordinance 25-S-21.

Public Hearing opened at 6:58 p.m.
No residents came forward to speak.
Public Hearing closed at 6:58 p.m.

Mayor Gutierrez opened the floor to Council for discussion.

Councilmember Westbrook asked for examples of commercial and amusement. Since the subject property is across from the soccer park, he stated it seemed like the neighboring area should be consistent. Meaning businesses should feed off one another or segue into one another. Ms. Marquez provided private baseball training inside a warehouse, gym training, etc., as an example of a commercial amusement enterprise. Letter of intent from the developer indicates a warehouse.

Councilmember Brown asked what additional comments were provided by JBSA. Ms. Marquez responded they wanted to see what was being proposed so they could

give the correct recommendation code (2 for warehouse, 28 for retail). Councilmember Brown stated that JBSA is approving it because they didn't see anything specific, but wanted to know what they were concerned about. Deputy City Manager stated that the GB2, industrial warehouse distribution, tends to have a lower occupancy per square foot, so it's in fact more compatible with JBSA's mission.

A motion was made to approve Ordinance 25-S-021.

Moved by Councilmember Michelle Watson, seconded by Councilmember Mark Davis

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

Passed

Workshop

11. Workshop to discuss calling for an election to annex property within 5 miles of JBSA Randolph (B.James/L.Wood/E.Delgado)

Deputy City Manager Brian James opened the discussion by providing Council with Texas Local Government Code Sec 43.0117. Authority of Municipality to Annex Area Near Military Base which states the following:

(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 the 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.

Mr. James stated JBSA Randolph is a functioning military installation with an active training program, so the City of Schertz could utilize this provision for additional annexations within the ETJ that are within 5 miles of JBSA Randolph. This provision would require an election.

The election would include a proposition that would either fully annex, limited annex, or an Ordinance regulating land use for properties currently in the ETJ and within 5 miles of JBSA Randolph. Only property owners in the areas to be annexed would vote on this proposition, not everyone in the city. Regardless of individual property owner preferences, whichever of the three options with majority votes, will affect all properties in the affected area.

Mr. James provided a map that outlining the properties within the 5-mile radius of JBSA Randolph and which properties on the map would be subject to the provision.

Mayor Gutierrez opened the floor to discussion.

Councilmember Brown questioned which properties on the map provided would be affected. Mr. James responded that the ones outlined in yellow have delayed annexation agreements, so they would not be affected. Councilmember Brown was attempting to quantify how much property/many property owners would be affected. Mr. James responded the largest number is in the portion of the Woman Hollering Creek tract, followed by the Rumpf tract.

Councilmember Davis stated he asked for the workshop because there were pockets not accounted for in the last annexation. The City needs administrative clarity for properties that are not annexed or not part of the ETJ. He supports calling for the election.

Mayor Pro Tem Heyward asked if the city has any idea which way the residents in this area are leaning. Mr. James stated no, but he feels more residents will vote in support of the land use control rather than annexation. Which is really what the city wants to keep development that is inconsistent with the mission of JBSA Randolph from occurring. He does believe the city will be fielding a lot of calls regarding this provision because of its unique nature. What the provision will do is give the city some control over the development of the area that is incompatible with JBSA.

Councilmember Brown asked for confirmation that this would apply to all residents in the area. Mr. James stated that is correct.

Councilmember Guerrero asked how many residents would be affected. Mr. James stated he was unsure.

Mayor Gutierrez asked how it would appear on the ballot. Mr. James stated each option would be listed.

Councilmember Davis asked if it would be an immediate or locked-in delayed annexation. Mr. James stated that it is not stated anywhere, but staff recommendation would be immediate annexation.

Mayor Pro Tem Heyward supports calling for the election.

12. Workshop on Unpaved Surfaces (B.James/L.Wood/D.Marquez).

Planner Daisy Marquez opened the discussion with background information regarding a presentation done by Neighborhood Services in September 2023, that outlined current standards and outstanding violations. She then outlined current standards for unpaved surfaces as outlined in UDC Sections 21.10.2 - General Provisions, 21.8.9 -

Outdoor Display and Storage. New development are required to have all parking, drive aisles, and storage areas paved with concrete or asphalt, thereby making a financial commitment to meet community aesthetic and UDC standard.

Ms. Marquez went on to explain there are two examples of active violations in the city. She addressed illegal expansions, which are properties in the City that have utilized gravel/base material for parking and storage areas without obtaining proper permits and are now in violation of the UDC.

Ms. Marquez asked Council for direction while considering responses to the following:

1. What does council want the aesthetic of the city to be? A premier community that requires pavement or a community that allows parking on grass/gravel?
2. Is Council concerned with dust, dirt, and debris affecting adjacent properties, infrastructure, roads, and emergency services? Investigations by TCEQ?
3. Is Council concerned with Storm Water Quality? Any concerns regarding the MS4 permit, a federal requirement?
4. How does the business that made a financial investment and complies with all required paved parking and storage areas react when the adjacent property can utilize gravel or another material?
5. How does the air quality and storm water/water quality of Schertz degrade?
6. How does the overall character of the city change?

Staff is seeking direction on how Council would like to proceed with enforcement of unimproved surfaces and if there is a desire to change the current UDC regulations for parking and storage areas.

After brief discussion, the consensus from Council is that they want a premier city, and instruction to staff is to enforce current UDC standards. They encouraged staff to work with older businesses to bring them into compliance but with set deadlines.

Mayor Gutierrez recessed to closed session at 7:44 p.m.

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

Mayor Gutierrez reconvened Regular Session at 8:01 p.m.

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

Discussion for Closed Session under Agenda Item #13 began at 7:50 p.m. and ended at 7:59 p.m.

No action was taken.

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
No requests by Mayor or Councilmembers for updates or information from staff.
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
Mayor Pro Tem Heyward requested a discussion regarding recognitions and plaques for long-time serving volunteers, Dana Eldridge and Johnie McDow, be added to a future agenda as a presentation.
- City and Community Events attended and to be attended (Council)
Mayor Pro Tem Heyward: Sigma Gamma Rho Swim Day 1922 and read a proclamation; the NLC Presidential and Executive Fly-in and attended a White House briefing; Police Department retirement for Sgt. Solitto and Officer Schmidt; Ribbon-cutting for HOM Designs; and the Police Promotions for Sgt. Flowers and Sgt. Kunz.
Councilmember Watson: attended the Police Department Retirement.
Councilmember Macaluso: attended the Schertz EMS Banquet and Memorial Day event.
Councilmember Guerrero: attended the EMS Banquet and the Police Department Retirement.
Councilmember Brown: attended the Memorial Day event.

Adjournment

Mayor Gutierrez adjourned the meeting at 8:04 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: June 17, 2025
Department: Executive Team
Subject: Resolution 25-R-067 - Authorizing an amendment to the Subdivision Improvement Agreement for Homestead Unit 9 (S.Williams/B.James)

BACKGROUND

On March 7, 2023, City Council approved Resolution 23-R-01 which, among other things, authorized a Subdivision Improvement Agreement with Homestead Unit 9 to defer construction of Sundown Parkway for up to three years after the date the plat was filed. Staff were supportive of this deferral as the road provided little benefit at that time and would have required the City to begin maintaining it upon acceptance. The plat was filed on June 12, 2023, which would require the developer to begin constructing the road shortly in order to meet the requirement that it be accepted by June 12, 2026. The developer of the Homestead has reached out to staff to request an additional two years, June 12, 2028, to construct this section of road as this road still provides little benefit at present. The section of road associated with Unit 9 would dead end and would not extend to Homestead's property line until the adjacent Unit 11 is constructed. As such, staff is supportive of the request to amend the Agreement to further delay construction of Sundown Parkway.

GOAL

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

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 25-R-067 authorizing an amendment to the Subdivision Improvement Agreement for Homestead Unit 9 to allow the deferral of the construction of Sundown Parkway for an additional two years.

FISCAL IMPACT

There is no fiscal impact to the City.

RECOMMENDATION

Approval of Resolution 25-R-067.

Attachments

Resolution 25-R-067 w attachment

RESOLUTION 25-R-067

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AMENDED SUBDIVISION IMPROVEMENT AGREEMENT WITH ILF-N-T OWNER, LP FOR HOMESTEAD UNIT 9.

WHEREAS, the City and landowner have entered into a Subdivision Improvement Agreement for Homestead Unit 9 pursuant to City of Schertz Code of Municipal Ordinances Section 21.4.15 C 2 and F 1 of the City's Unified Development Code to among other things defer the construction of Sundown Parkway for up to three (3) years after the date of the filing of the plat for Homestead Subdivision Unit 9; and

WHEREAS, the Subdivision Improvement Agreement was filed for record with the Guadalupe County Clerk on June 6, 2023 Document # 202399014277; and

WHEREAS, the plat for Homestead Subdivision Unit 9 was filed on June 12, 2023; and

WHEREAS, the landowner has requested that Section 2 e of the Agreement be amended to allow an additional two (2) years to construct Sundown Parkway and the associated improvements; and

WHEREAS, the City staff is agreeable to this amendment; and

WHEREAS, the City Council finds that it is in the best interest of the City to enter into the amended agreement with Developer to defer the construction of Sundown Parkway for an additional two years.

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 amendment to the Agreement generally in the form attached subject to approval of minor changes approved by the City Attorney as shown on Exhibit "A".

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City

Secretary (CITY SEAL)

Exhibit “A”
Homestead Unit 9 Amendment

**FIRST AMENDMENT TO THE IMPROVEMENT AGREEMENT HOMESTEAD
PHASE SUBDIVISION – UNIT 9 - PUBLIC IMPROVEMENTS BETWEEN THE CITY
OF SCHERTZ AND ILF N-T OWNER, LP**

This First Amendment to the Improvement Agreement Homestead Phase Subdivision – Unit 9 – Public Improvements (“**Amendment**”) is entered into to be effective as of _____, by and between the City of Schertz (hereinafter “**CITY**”) a Texas Home Rule municipality and ILF N-T Owner, LP (hereinafter “**DEVELOPER**”) a Limited Partnership created under the laws of Texas, collectively, the “**PARTIES**”.

WHEREAS, the City and Developer have entered into a Subdivision Improvement Agreement (“**AGREEMENT**”) pursuant to City of Schertz Code of Municipal Ordinances Section 21.4.15 C 2 and F 1 of the City’s Unified Development Code to among other things defer the construction of Sundown Parkway for up to three (3) years after the date of the filing of the plat for Homestead Subdivision Unit 9; and,

WHEREAS, the Agreement was filed for record with the Guadalupe County Clerk on June 6, 2023 Document # 202399014277; and

WHEREAS, the plat for Homestead Subdivision Unit 9 was filed on June 12, 2023; and

WHEREAS, the Developer has requested that Section 2 e of the Agreement be amended to allow an additional two (2) years to construct Sundown Parkway and the associated improvements; and

WHEREAS, the City is agreeable to this amendment,

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

THE ORIGINAL AGREEMENT BETWEEN THE PARTIES SHALL REMAIN IN FULL FORCE AND EFFECT EXCEPT AS AMENDED HEREIN.

SECTION 2 e

AMENDED AS FOLLOWS:

- e. Owner agrees by June 12, 2028 to complete the construction of the Improvements in accordance with the Construction Plans and in full compliance with City of Schertz Unified Development Code Section 21.4.15, which is incorporated by reference herein as though fully set forth in this Section of this Agreement. For the purpose of clarification, and in no way limiting Owner’s obligations under Section 21.4.15, the Parties agree that full completion of construction of the Improvements shall not occur until the City accepts the Improvements in the manner prescribed in Section 21.4.15. D., and Owner provides a

warranty bond which may name the contractor as the principal (to expire twenty-four (24) months following such acceptance) which shall be exactly twenty percent (20%) of the total cost of construction of all the Improvements.

ALL TERMS NOT DEFINED IN THIS FIRST AMENDMENT SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE AGREEMENT. THE REMAINING PROVISIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THIS FIRST AMENDMENT MAY BE EXECUTED IN MULTIPLE COUNTERPARTS, WHICH COLLECTIVELY, WILL BE CONSTRUED AS AN ORIGINAL.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS FIRST AMENDMENT TO HOMESTEAD PHASE SUBDIVISION – UNIT 9 – PUBLIC IMPROVEMENTS ON THE DATE SET FORTH ABOVE.

EXECUTED in duplicate originals to be effective as of the date of the last signature below.

Signature Page to First Amendment to Improvement Agreement

DEVELOPER:

ILF N-T OWNER, LP,
a Delaware limited partnership

By: ILF N-T GP, LLC,
a Delaware limited liability company,
its General Partner

By: ILF N-T Holdings, LLC,
a Delaware limited liability company,
its Sole Member

By: FCA Nor-Tex, LLC,
a Delaware limited liability company,
its Administrative Member

By: _____
Name: _____
Title: Authorized Signatory

Commonwealth of Massachusetts

County of Suffolk

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the Authorized Signatory of FCA Nor-Tex, LLC, Administrative Member of ILF N-T Holdings, LLC, Sole Member of ILF N-T GP, LLC, General Partner of ILF N-T Owner, LP on behalf of said limited partnership and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

(Personalized Seal)

Notary Public's Signature

Signature Page to
Improvement Agreement

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

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By:

Name: Steven Williams, its City Manager

Date:

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2025 by Steven Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.
(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires:

CITY COUNCIL MEMORANDUM

City Council Meeting: June 17, 2025
Department: Executive Team
Subject: Resolution 25-R-068 - Approval of the Heritage Oaks Wastewater Capital Recovery Offset Agreement (S.Williams/B.James)

BACKGROUND

The developer of the Heritage Oaks residential subdivision is constructing approximately 1,800' of 8" waterline generally in Wiederstein Road from Schertz Parkway to Dietz Creek. This line is on the City's Wastewater Impact Fee Capital Improvements Plan. Given that it is on the City's Wastewater Impact Fee Capital Improvements Plan, the developer is entitled per State Law and Section 90-152 of the City's Code of Ordinances, to offsets/credits for this construction. Per Section 90-152, "The unit costs used to calculate the offsets shall not exceed those assumed for the capital improvements included in the capital improvements program for the category of facility within the service area for which the capital recovery fee is imposed." Related to this, the developer has proposed to realign Wiederstein Road as part of his proposed development and this per the UDC is having to construct Wiederstein Road. He is receiving Roadway Impact Fee Credits for doing so (Roadway Capital Recovery Offset Agreement approved per Resolution 25-R-055). As such, the cost in the wastewater Impact Fee CIP, which did not assume the road was having to be realigned and reconstructed, for surface replacement, will not apply to his impact fee credit maximum. His maximum impact fee credit is estimated to be no more than \$900,000.00.

GOAL

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

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 25-R-068 authorizing a Wastewater Capital Recovery Offset Agreement with the developer of the Heritage Oaks Subdivision for the construction of approximately 1,800' of 8" wastewater line in Wiedertein Road, generally adjacent to the development.

FISCAL IMPACT

The fiscal impact to the City is estimated to be no more than \$270,000.00, as the not more than \$900,000.00 offset will be applied to wastewater impact fees still due for the development, which are estimated to be approximately \$630,000.00. The developer is eligible to be paid for the unused offsets and these will be paid from the Wastewater Impact Fee fund (generally paid into by other development).

RECOMMENDATION

Approval of Resolution 25-R-068.

Attachments

Resolution 25-R-068 w attachment

RESOLUTION NO. 25-R-068

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A WASTEWATER CAPITAL RECOVERY OFFSET AGREEMENT WITH THE DEVELOPER OF THE HERITAGE OAKS RESIDENTIAL SUBDIVISION IN THE CITY OF SCHERTZ, TEXAS AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Developer of the Heritage Oaks residential subdivision is a section of sewer line that is on the wastewater impact fee capital improvements plan; and

WHEREAS, Section 90-152 Offsets and Credits Against Capital Recovery Fees stipulates how to calculate offsets and credits; and

WHEREAS, the City Council finds it is in the best interest of the City to enter into the Wastewater Capital Recover Offset Agreement with the Developer of the Heritage Oaks residential subdivision.

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

Section 1. The City Council hereby authorizes the City Manager to execute a Wastewater Capital Recovery Offset Agreement, generally in the form attached in Exhibit "A" subject to minor changes approved by the City Manager and City Attorney.

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit “A”

Heritage Oaks Residential Subdivision Roadway Capital Recovery Offset Agreement

THE STATE OF TEXAS §

§

BEXAR COUNTY §

HERITAGE OAKS WASTEWATER CAPITAL RECOVERY OFFSET AGREEMENT

This agreement (“**AGREEMENT**”) is made by and between the City of Schertz, (hereinafter “**CITY**”) a Texas Home Rule municipality and Platte Development, LLC (hereinafter “**DEVELOPER**”), collectively, the “**PARTIES**”.

RECITALS

WHEREAS, pursuant to City of Schertz Code of Municipal Ordinances Chapter 90, Article V, the City of Schertz has adopted Water and Wastewater Capital Recovery Fees (sometimes hereinafter referred to as “capital recovery fee”); and

WHEREAS, pursuant to City of Schertz Code of Municipal Ordinances Section 90-152, the city shall offset the present value of any system-related facilities, pursuant to rules established in this section, and which have been dedicated to and have been received by the city, including the value of rights-of-way or capital improvements constructed pursuant to an agreement with the city, against the amount of the capital recovery fee due for that category of capital improvement due from the contribution; and

WHEREAS, pursuant to the City of Schertz Code of Municipal Ordinances Section 90-152, the unit costs used to calculate the offsets shall not exceed those assumed for the capital improvements included in the capital improvements program for the category of facility within the service area for which the capital recovery fee is imposed and if an offset or credit applicable to a plat has not been exhausted within ten years from the date of the acquisition of the first building permit issued or connection made after the effective date of this article or within such period as may be otherwise designated by contract, such offset or credit shall lapse.

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

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

Article I.

PROJECT DESCRIPTION

- A. Project. The project is Heritage Oaks Development which consists of 214 single family residential lots.
- B. Location. The Project is located in the Wastewater Impact Fee Service Area, on the west side of Schertz Parkway and approximately 200' east of Dietz Creek, on the north and south sides of Wiederstein Road, as more precisely described in *Exhibit "A"*.

Article II.

WASTEWATER CAPITAL RECOVERY FEES

- A. Wastewater Capital Recovery Fees. The Maximum Wastewater Capital Recovery Fee per Land Use Equivalent ("LUE") is \$5,556.00 and are currently assessed as \$5,556.00 per LUE.

Article III.

CAPITAL IMPROVEMENT PLAN IMPROVEMENTS MADE BY DEVELOPER

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

Article IV.

WASTEWATER CAPITAL RECOVERY FEE OFFSET CREDIT

- A. Wastewater Capital Recovery Fee Offset Credit Calculation. As shown on *Exhibit "B"*, to this AGREEMENT, the PARTIES agree to the following:
 - i. The total amount of the Wastewater Capital Recovery Fee Offset Credit is \$_____.
 - ii. The Wastewater Capital Recovery Fee Offset Credits that the DEVELOPER shall receive shall be used to offset the Wastewater Capital Recovery Impact Fees due within

the Heritage Oaks Development as shown on *Exhibit "A"*. The City shall assign Credits to the unit when a final plat is filed in accordance with this AGREEMENT.

- iii. DEVELOPER shall receive the Wastewater Capital Recovery Fee Offset Credits upon completion of the public improvements shown on *Exhibit "C"*, and the City's acceptance of same for public maintenance in accordance with the terms of applicable provisions of the City's Code of Ordinances.
- iv. The DEVELOPER has prepaid 100 LUEs of Wastewater Capital Recovery Fees for lots within the Heritage Oaks Development. The estimated total Wastewater Capital Recovery Fees due for the remaining 114 lots within the Heritage Oaks Development is \$633,384.00.

Article V.

REIMBURSEMENT OF EXCESS OFFSETS

- A. DEVELOPER may apply for reimbursement of excess offsets following either completion of all development subject to the plat with which the excess offsets are associated or after ten years following execution of the AGREEMENT.
 - i. The DEVELOPER must apply for reimbursement within six months upon completion of the public improvements shown on *Exhibit "C"*, and the City's acceptance of same for public maintenance in accordance with the terms of applicable provisions of the City's Code of Ordinances.

Article VI.

MISCELLANEOUS

The following miscellaneous provisions are made part of this AGREEMENT:

- 1. **Additional Instruments.** CITY and DEVELOPER agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this AGREEMENT.
- 2. **Amendments.** This AGREEMENT constitutes the entire understanding and agreement of the parties as to the matters set forth in this AGREEMENT. No alteration of or amendment to this AGREEMENT shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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

11. Exhibits and Attachments. All Exhibits and Attachments referenced in this AGREEMENT are attached hereto and incorporated herein for all purposes.
12. Force Majeure. It is expressly understood and agreed by the parties to this AGREEMENT that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
13. Gender. The gender of the wording throughout this AGREEMENT shall always be interpreted to mean either sex, and where the context requires, the plural of any word shall include the singular.
14. Governmental Records. All invoices, records and other documents required for submission to the CITY pursuant to the terms of this AGREEMENT are Governmental Records for the purposes of Texas Penal Code Section 37.10.
15. Immunities and defenses.
 - a) By entering into this AGREEMENT, the PARTIES do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the CITY with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
 - b) No employee of CITY, or any councilmember or agent of CITY, shall be personally responsible for any liability arising under or growing out of this AGREEMENT.
16. Mutual Assistance. CITY and DEVELOPER will do all things reasonably necessary or appropriate to carry out the terms and provisions of this AGREEMENT and to aid and assist each other in carrying out such terms and provisions.

17. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto:

DEVELOPER: Platte Development, LLC
 c/o Jane Schaefer
 334 N. Park Road
 San Antonio, TX 78216
 Teugenio@presidio-sa.com

WITH COPY TO LEGAL COUNSEL:

Anthony W. Eugenio
334 N. Park Drive
San Antonio, Texas 78216
210-826-9000
teugenio@presidio-sa.com

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

WITH COPY TO: Denton Navarro Rocha Bernal & Zech
 A Professional Corporation
 Attn. T. Daniel Santee
 2517 N. Main Avenue
 San Antonio, Texas 78212
 Phone: (210) 227-3243
 Fax: (210) 225-4481

19. Ordinance Applicability. The signatories hereto shall be subject to all ordinances of the CITY, whether now existing or in the future arising provided however no ordinance shall reduce or diminish the contractual obligations contained herein.

This AGREEMENT shall confer no vested rights on the PROJECT unless specifically enumerated herein.

20. Severability. In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the PARTIES hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this AGREEMENT which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
21. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the PARTIES, as well as any rights and benefits of the PARTIES, pertaining to a period of time following the termination of this AGREEMENT shall survive termination.

[Page Ends Here – Signature Pages Follow]

Signature Page to
Improvement Agreement

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

Owner:

Anthony W. Eugenio

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025 by
_____.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

Signature Page to
Improvement Agreement

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

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Steve Williams, its City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2025 by Steve Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

Exhibit "A"

Heritage Oaks Development

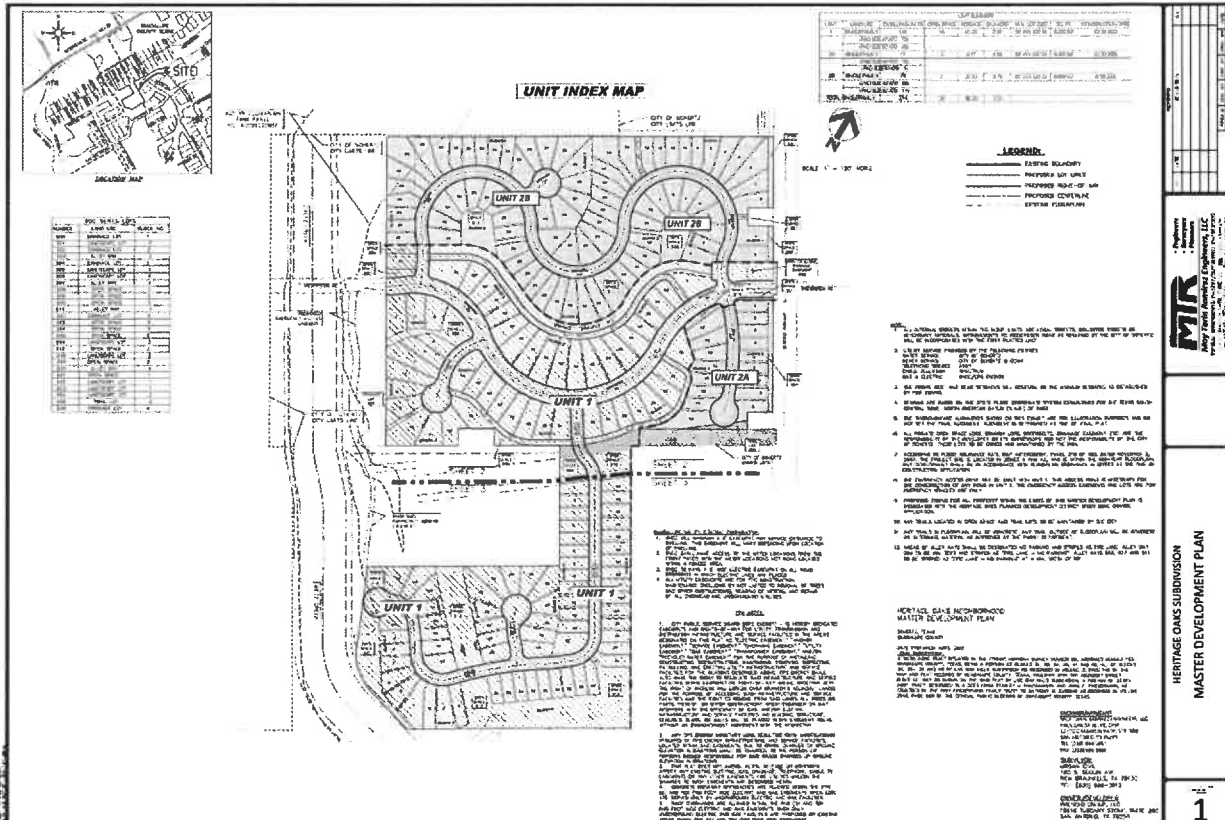
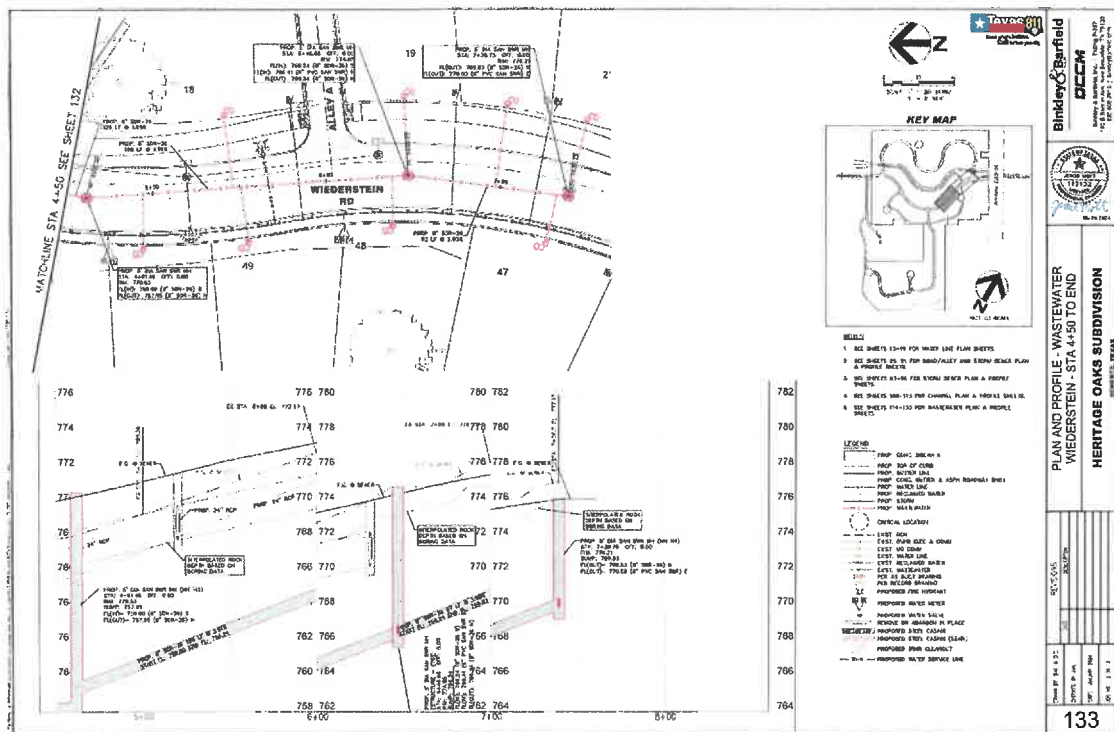
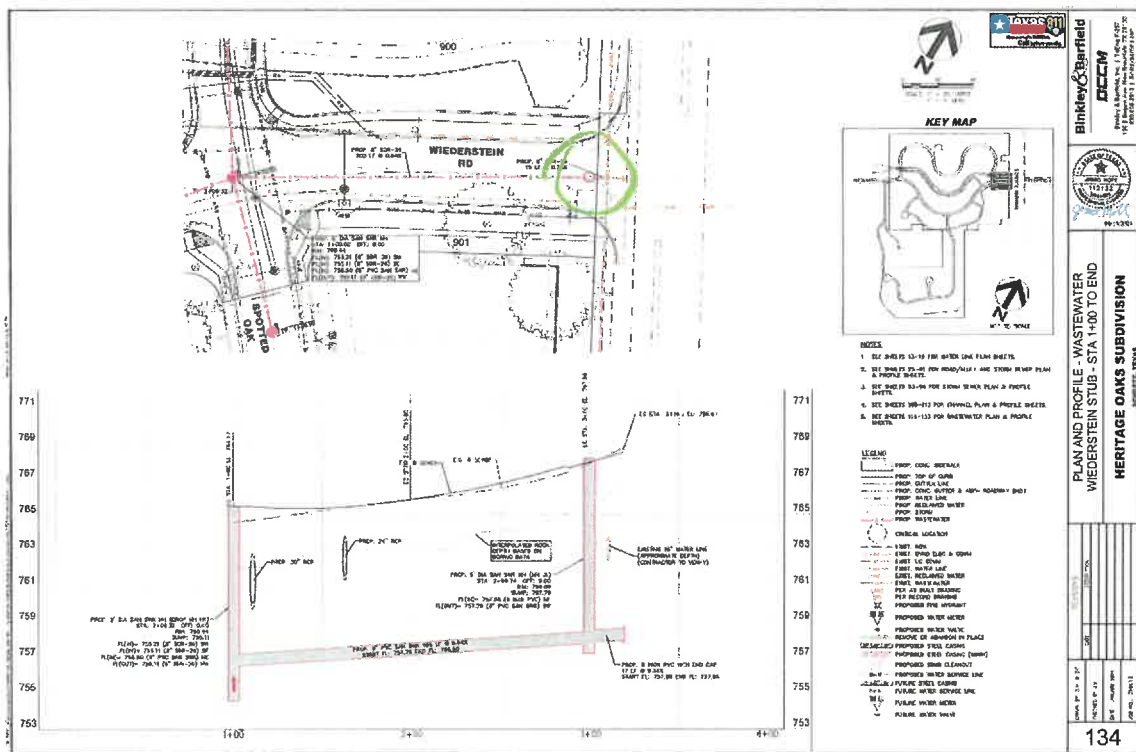


Exhibit “B”

Approved Costs for the Wiederstein Road 8” Sewer Line to Constitute the Wastewater Capital
Recovery Fee Offset Credit

Portion of Wiederstein Road 8" Sewer Line to be Constructed





CITY COUNCIL MEMORANDUM

City Council Meeting: June 17, 2025
Department: Executive Team
Subject: Resolution 25-R-069 - Authorizing a new Subdivision Improvement Agreement for Graytown Unit 3A (S.Williams/B.James)

BACKGROUND

On March 28, 2023, the City Council approved Resolution 23-R-02 that among other things, authorized a Subdivision Improvement Agreement for Graytown Subdivision Unit 3A. That agreement generally deferred the improvements to Graytown Road associated with the plat to July 1, 2023. This agreement was never executed. The developer is nearing completion of Graytown Unit 3A with the exception of the required improvements to Graytown Road. The developer has not started the improvements as they were going to construct them with the adjacent Unit 4 and so is unable to complete the improvements by the deadline. This developer, Bitterblue, has worked for many years in the City of Schertz on a number of developments, and has always sought to work in partnership with the City to build quality communities for future Schertz residents. They are in the early stages of developing the Graytown Subdivision in southern Schertz. Rather than have the City declare the developer to be in default, call in the surety and try to manage construction of the improvements, it seems to be more mutually beneficial to modify the agreement to allow adequate time to design and construct the road. As such staff is recommending approval of the resolution authorizing a new Subdivision Improvement Agreement for Graytown Unit 3A that requires the improvements to Graytown Road to be completed by June 1, 2027 or with Graytown Unit 4, whichever occurs first.

GOAL

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

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Authorization of a new Subdivision Improvement Agreement for Greytown Unit 3A that allows deferral of the improvement to Graytown Road until June 1, 2027.

FISCAL IMPACT

The developer is putting up a surety for 125% of the cost of the public improvements being deferred. If the City has to call in the surety in the event of a default and costs exceed 125% the City might have to cover the difference and then try to recoup the difference from the developer.

RECOMMENDATION

Approval of Resolution 25-R-69.

Attachments

Resolution 25-R-069 w attachment

RESOLUTION 25-R-069

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A NEW SUBDIVISION IMPROVEMENT AGREEMENT WITH 2020 F1 GRAYTOW, LLC FOR GRATYTOWN SUBDIVISION UNIT 3A.

WHEREAS, the landowner desires to defer certain dedication and public improvements obligations for Graytown Unit 3A; and

WHEREAS, pursuant to Section 21.4.15 of the City's Unified Development Code, the obligation to dedicate and construct improvements for the Subdivision may be deferred if an Improvement Agreement is executed and if sufficient surety is provided to secure the obligation to construct the improvements; and

WHEREAS, the City staff of the City of Schertz has recommended that the City enter into a Subdivision Improvement Agreement; and

WHEREAS, the City Council finds that it is in the best interest of the City to enter into the agreement with the landowner to defer the construction of Graytown Road.

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 Subdivision Improvement Agreement for Graytown Subdivision Unit 3A generally in the form attached subject to approval of minor changes approved by the City Attorney as shown on Exhibit "A".

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

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

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

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

valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City

Secretary (CITY SEAL)

Exhibit “A”

New Subdivision Improvement Agreement for Graytown Unit 3A

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BEXAR §

1. Ownership of the Property. The Owner hereby represents and warrants that, as of the Effective Date, it has not conveyed, assigned, or transferred all or any portion of its interest in the Property to any other person or entity (any such person or entity referred to herein as

“Purchaser”), nor is it a party to any contract or other understanding to do so that is not subject to this Agreement.

2. Construction of Improvements; Covenants. The Owner and the City covenant and agree to the following:

- a) The Owner is obligated by Section 21.12.10 of the City’s Unified Development Code to construct, or cause to be constructed, improve half of Graytown Road and construct a 6-foot shoulder with a header curb, (such improvements shall be referred to herein as the “Improvements”).
- b) These improvements shall be constructed with Unit 4 of the development, or be initiated by the developer by January 1, 2024, whichever occurs first.
- c) The cost of the Improvements to Graytown Road associated with for **Graytown Subdivision Unit 3A** are estimated to be **One Hundred Sixty-Four Thousand Four Hundred Thirty-Three and 62/100 Dollars (\$164,433.62)** (the “Cost Estimate”), as more particularly shown on **Exhibit “B”** attached hereto and made a part hereof for all purposes. The Owner and the City agree that the amount of the Cost Estimate set forth herein is a commercially reasonable estimate of the cost of the Improvements.
- d) In lieu of the Owner’s obligation to construct, or cause to be constructed, the Improvements, at or before the Final Plat Recordation, Owner shall provide to the City, concurrent with the execution of this Agreement, surety in the form attached hereto as **Exhibit “C”** (the “Surety”) in an amount equal to 125% of the Cost Estimate amount **Two Hundred Five Thousand Five Hundred Forty-Two and 02/100 Dollars (\$205,542.02)** (the “Improvement Funds”).
- e) Owner requests to defer the start of construction of the public improvements until August 1, 2026 or the start of construction of Graytown Subdivision Unit 4, whichever occurs first, in accordance with the Construction Plans and in full compliance with City of Schertz Unified Development Code Section 21.4.15, which is incorporated by reference herein as though fully set forth in this Section of this Agreement. For the purpose of clarification, and in no way limiting Owner’s obligations under Section 21.4.15, the Parties agree that full completion of construction of the Improvements shall not occur until the City accepts the Improvements in the manner prescribed in Section 21.4.15. D., and Owner provides a warranty bond which shall be exactly twenty percent (20%) of the Cost Estimate.
- f) Owner agrees to complete the Improvements by June 1, 2027.
- g) In the event Owner fails to being the construction of the Improvements by August 1, 2026 or in conjunction with Unit 4, whichever occurs first, or complete the Improvements by June 1, 2027 in the manner prescribed herein, City may declare this Agreement to be in default and at the City’s sole discretion:

- (i) require that all Improvements be installed by Owner regardless of the extent of completion of the improvements on the Property at the time the Agreement is declared to be in default;
 - (ii) unilaterally draw from the Improvement Funds sufficient amount to complete the Improvements itself or through a third party; or
 - (iii) assign the Improvement Funds to any third party, including a subsequent owner of the Property, provided that such Improvements Funds shall only be assigned for the purpose of causing the construction of the Improvements by such third party and for no other purpose and in exchange for the subsequent owner's agreement and posting of security to complete the Improvements.
- h) Within 30 days of the City's acceptance of the Improvements, the City shall release the Surety to Owner and the Parties shall have no further obligation to each other under this Agreement.

3. Approval of Agreement. The City has approved the execution and delivery of this Agreement pursuant to Section 21.4.15(C).(2.) of the City's Unified Development Code, and the Owner represents and warrants that it has taken all necessary action to authorize its execution and delivery of this Agreement.

4. Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.

6. 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 shall be construed together and shall constitute one and the same Agreement.

7. Integration. This Agreement is the complete agreement between the parties as to the subject matter hereof and cannot be varied except by the written agreement of the Owner and the City. The Owner and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

8. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice delivered as provided herein. All notices hereunder shall be in writing and served as follows:

If to the Owner:

2020 FI Graytown, LLC
11 Lyn Batts Lane, Suite 100
San Antonio, TX 78218

If to the City:

CITY OF SCHERTZ
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

With copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: T. Daniel Santee

9. Legal Construction. If 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, such 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 this Agreement. Whenever the 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.

10. Recitals; Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.

11. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among the parties.

12. Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in the State District Courts of Guadalupe County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement. No provision of this Agreement shall constitute consent by suit by any party.

[Signatures and acknowledgments on the following pages]

Signature Page to
Improvement Agreement

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

Owner:

2020 FI Graytown, LLC

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025 by _____, the _____ of 2020 FI Graytown LLC, on behalf of said limited liability company.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

Signature Page to
Improvement Agreement

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

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Steve Williams, its City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2025 by Steve Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

EXHIBIT "A"

The Property

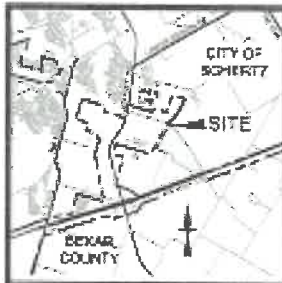
Approved Final Exhibit
and
Legal Metes and Bounds

[See attached]









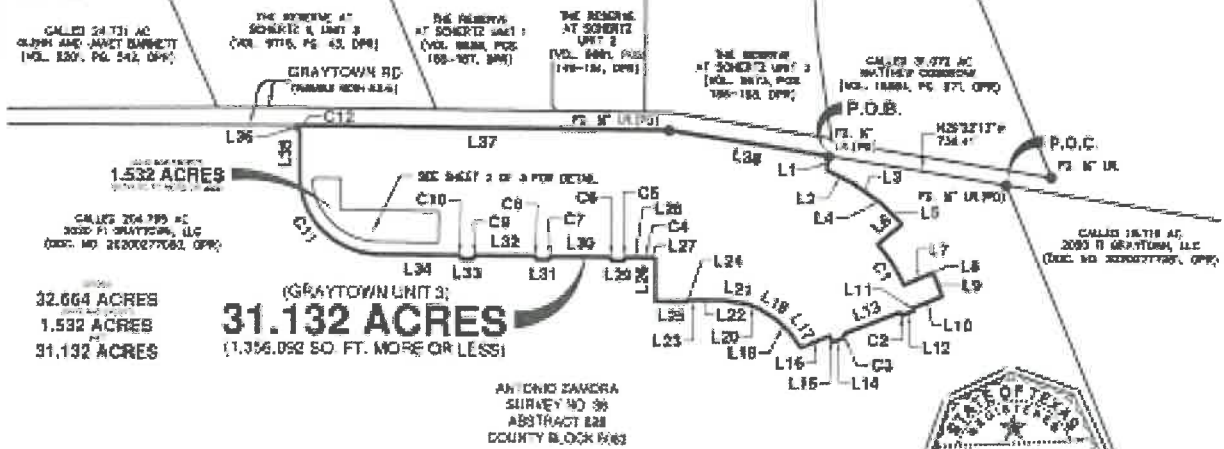
LEGEND:
 DR DEED RECORDS OF BEXAR COUNTY, TEXAS
 DPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 PR PLAT RECORDS OF BEXAR COUNTY, TEXAS
 PR FOUND 1/2" IRON ROD

NOTES:
 1. THIS EXHIBIT IS ISSUED IN CONNECTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. JLMR-2451 BY PAPE-DAWSON ENGINEERS, P.C.
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NAD2011) EPOCH 2010.00.



LOCATION MAP

NOT TO SCALE



PAPE-DAWSON ENGINEERS

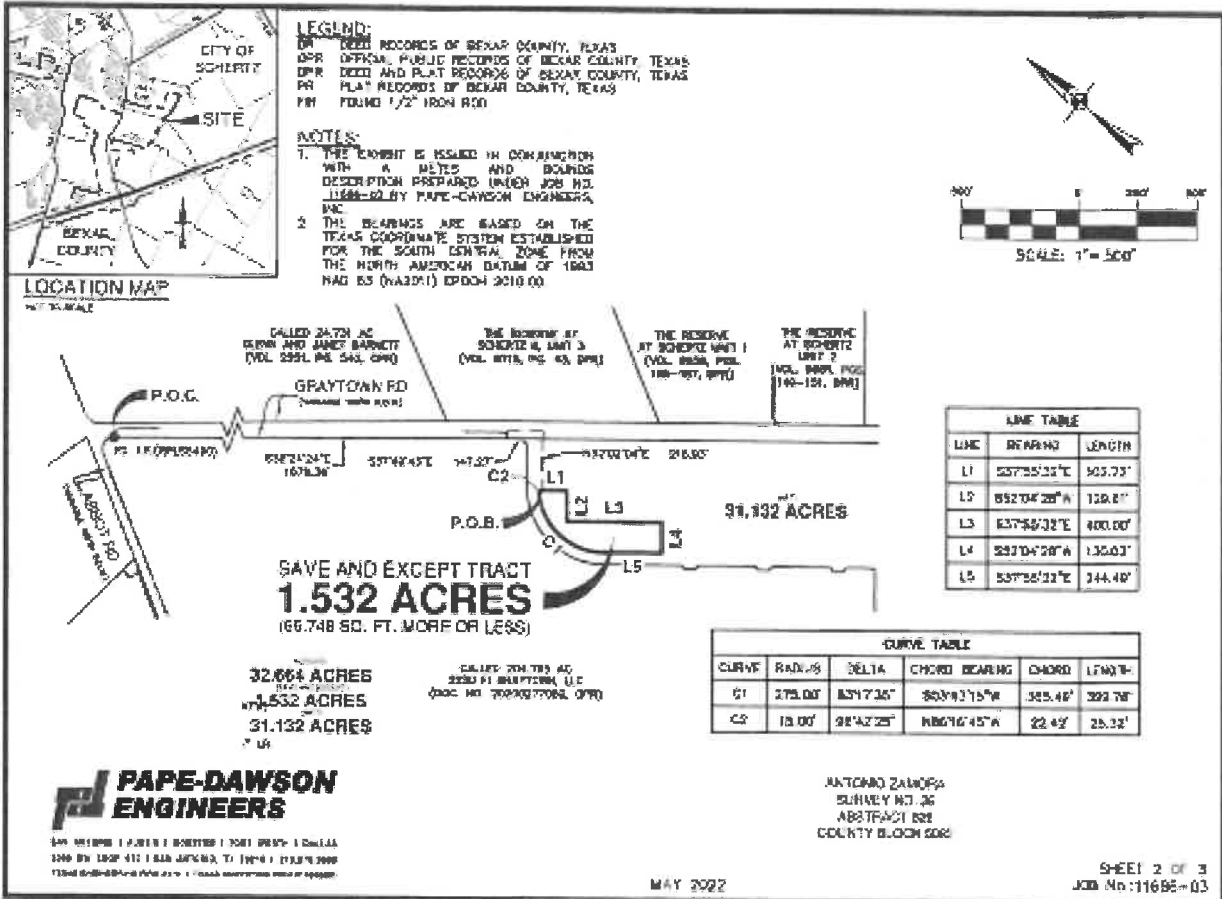
315 ARCADE | SUITE 100 | SAN ANTONIO, TX 78201 | TEL: 214-591-1111
 2000 W. LAMAR | SUITE 100 | SAN ANTONIO, TX 78201 | TEL: 214-591-1111
 *ALL MEASUREMENTS MADE IN THE FIELD BY THE SURVEYOR AND HIS/HER ASSISTANT

MAY 2022

SHEET 1 OF 3
 JOB NO.: 11686-03

Drawn by: E. K. K. (E. K. K.)
 P. D. (P. D.)
 P. D. (P. D.)

REFERENCE



**METES AND BOUNDS DESCRIPTION
#01 GRAYTOWN UNIT 3**

A 32.664 acre, or 1,314,528 square feet more or less, tract of land out of that called 204.795 acre tract conveyed to 2020 #1 Graytown, LLC, in deed recorded in Document No. 20200277080 of the Official Public Records of Bexar County, Texas, out of the Antonio Zamora Survey No. 36, Abstract No. 828, County Block 5083, of the City of Schertz, Bexar County, Texas. Said 32.664 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 NAD 83 (NAD83) epoch 2010.00:

COMMENCING: At a found 1/2" iron rod with a yellow cap stamped "Pape-Dawson" on the south right-of-way line of Graytown Road, a variable width public right-of-way, at the northwest corner of a called 18.119 acre tract, conveyed to 2020 #1 Graytown, LLC, in deed recorded in Document No. 2020027081 of said Official Public Records, same being the northeast corner of said 204.795 acre tract;

THENCE: Along and with said south right-of-way line, same being the north line of said 204.795 acre tract, a common line, the following bearings and distances:

N 29°22'13" W, a distance of 736.10 feet to the POINT OF BEGINNING of the herein described tract and from which a found 1/2" iron rod with a yellow cap stamped "Pape-Dawson" bears, N 29°22'13" W, 2.10 feet;

THENCE: Departing said common line, over and across said 204.795 acre tract the following courses:

S 60°37'47" W, a distance of 58.66 feet to a point;

S 12°06'00" E, a distance of 119.29 feet to a point;

S 03°37'59" E, a distance of 119.29 feet to a point;

S 01°34'50" W, a distance of 23.88 feet to a point;

S 00°42'38" W, a distance of 119.30 feet to a point;

N 79°00'45" W, a distance of 130.01 feet to a point;

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 670.00 feet, a central angle of 17°06'11", a chord bearing and distance of S 19°32'21" W, 199.26 feet, for an arc length of 200.00 feet to a point;

S 61°54'34" E, a distance of 130.02 feet to a point;

S 23°48'41" W, a distance of 4.14 feet to a point;

S 30°00'00" W, a distance of 100.21 feet to a point;

N 60°00'00" W, a distance of 130.03 feet to a point;

S 30°00'00" W, a distance of 12.42 feet to a point;

N 60°00'00" W, a distance of 50.00 feet to a point;

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 15°00'00" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 60°00'00" W, a distance of 230.05 feet to a point;

Southwesterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 75°00'00" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 60°00'00" W, a distance of 50.00 feet to a point;

N 30°00'00" E, a distance of 28.33 feet to a point;

N 60°13'09" W, a distance of 130.03 feet to a point;

N 16°55'06" E, a distance of 81.17 feet to a point;

N 06°10'44" E, a distance of 65.71 feet to a point;

N 07°00'14" W, a distance of 97.28 feet to a point;

N 18°45'59" W, a distance of 48.16 feet to a point;

N 29°57'44" W, a distance of 90.31 feet to a point;

N 37°54'45" W, a distance of 101.18 feet to a point;

N 37°55'32" W, a distance of 50.00 feet to a point;

S 52°04'28" W, a distance of 6.96 feet to a point;

N 37°55'32" W, a distance of 130.03 feet to a point;

N 52°04'28" E, a distance of 176.58 feet to a point;

N 34°04'48" W, a distance of 32.64 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 310.00 feet, a central angle of 03°50'44", a chord bearing and distance of N 36°00'10" W, 20.80 feet, for an arc length of 20.81 feet to a point;

N 37°55'32" W, a distance of 61.67 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 82°55'32" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 50.00 feet to a point;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 07°04'28" E, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 230.05 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 82°55'32" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 50.00 feet to a point;

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 07°04'28" E, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 50.00 feet to a point;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 07°04'28" E, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 230.05 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 82°55'32" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 50.00 feet to a point;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 07°04'28" E, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 324.44 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 325.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 07°04'28" E, 459.62 feet, for an arc length of 510.51 feet to a point;

N 52°04'28" E, a distance of 171.50 feet to a point;

Northeasterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°02'24", a chord bearing and distance of N 07°03'16" E, 21.22 feet, for an arc length of 23.57 feet to a point;

N 52°02'04" E, a distance of 15.00 feet to a point on the south right-of-way line of Graytown Road, same being the north line of said called 204.795 acre tract, a common line;

THENCE: S 37°57'56" E, along and with said common line, a distance of 1530.31 feet to a found 3/4" iron rod with a yellow cap stamped "Pape-Dawson";

THENCE: S 29°23'34" E, continuing along and with said common line, a distance of 662.57 feet to the POINT OF BEGINNING and containing 32.664 acres.

SAVE AND EXCEPT a 1.532 acre, or 66,748 square feet more or less, tract of land out of that called 204.795 acre tract conveyed to 2020 Ft Graytown, LLC, in deed recorded in Document No. 20200277080 of the Official Public Records of Bexar County, Texas, out of the Antonio Zamora Survey No. 36, Abstract No. 828, County Block 5083, of the City of Schertz, Bexar County, Texas. Said 1.532 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 NAD 83 (NA2011) epoch 2010.00:

COMMENCEING: At a found 3/4" iron rod with a cap marked "RPLS 6490" on the southwest right-of-way line of Graytown Road, a variable width right-of-way, at the southeast right-of-way line of Abbott Road, a variable width right-of-way, same being a northwest corner of said called 204.795 acre tract:

Job No. 11686-03
32.664 Acres
Page 5 of 5

THENCE: S 38°24'24" E, along and with said southeast right-of-way line said Graytown Road, same being the north line of said called 204.795 acre tract, a common line, a distance of 1679.35 feet to a point;

THENCE: S 37°49'43" E, continuing along said common line, a distance of 147.37 feet to a point;

THENCE: S 52°02'04" W, departing said common line, over and across said 204.795 acre tract, a distance of 216.93 feet to the POINT OF BEGINNING of the herein described tract;

THENCE: Continuing over and across said called 204.795 acre tract the following courses:

S 37°55'32" E, a distance of 102.72 feet to a point;

S 52°04'28" W, a distance of 129.61 feet to a point;

S 37°55'32" E, a distance of 400.00 feet to a point;

S 52°04'28" W, a distance of 130.03 feet to a point;

N 37°55'32" W, a distance of 244.49 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 275.00 feet, a central angle of 83°17'35", a chord bearing and distance of N 03°43'35" E, 365.49 feet, for an arc length of 399.78 feet to a point;

THENCE: Southeasterly, along a compound curve to the right, said curve having a radius of 15.00 feet, a central angle of 96°42'25", a chord bearing and distance of S 86°16'45" E, 22.42 feet, for an arc length of 25.32 feet to the POINT OF BEGINNING and containing 1.532 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 11686-03 by Pape-Dawson Engineers, Inc.

32.664 ACRES, GROSS AREA
1.532 ACRES, SAVE AND EXCEPT
31.132 ACRES, NET AREA

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 2022
JOB NO. 11686-03
DOC. ID: N:\CMT\11686-03\Word\BOUNDARY\11686-03 FN 31.132AC.docx



EXHIBIT “B”

The Cost Estimate

[See attached]

GRAYTOWN UNIT 3A
ADJACENT ROADWAY IMPROVEMENTS
GRAYTOWN ROAD
OPINION OF PROBABLE CONSTRUCTION COST

I. STREET & DRAINAGE IMPROVEMENTS
3/28/2025

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
STREET IMPROVEMENTS					
1.	Mobilization	LS	1	\$6,367.86	\$6,367.86
2.	Excavation (Streets)	CY	866	\$6.00	\$5,197.14
3.	Secondary Rural Arterial				
	a. 3" HMAC Type "D"	SY	2,036	\$23.50	\$47,846.00
	b. 12" Flex Base	SY	2,036	\$26.50	\$53,954.00
	c. Triax TX5 Geogrid	SY	2,036	\$6.00	\$12,216.00
	d. 12" Moisture Conditioned Subgrade	SY	2,036	\$4.00	\$8,144.00
SUBTOTAL STREET IMPROVEMENTS:					\$133,725.00
DRAINAGE IMPROVEMENTS					
1.	Channel Excavation	CY	247	\$18.00	\$4,451.76
2.	Channel Revegetation (Hydromulch)	SY	1,374	\$1.50	\$2,061.00
3.	4" Top Soil	SY	1,374	\$2.00	\$2,748.00
SUBTOTAL DRAINAGE IMPROVEMENTS:					\$9,260.76
15% CONTINGENCY					\$21,447.86
TOTAL STREET & DRAINAGE IMPROVEMENTS:					\$164,433.62

Notes:

1. The existing road width for the developer's half of Graytown Rd is approximately 15.75 ft. OPC assumes an addition of 8.25 ft. required by the City of Schertz UDC. Excavation (Streets) is assumed to be 0.39 cy/lf for the additional length of Secondary Rural Arterial section. In addition to the City of Schertz standard Secondary Rural Arterial Section, header curb will be constructed along the full length of Graytown Rd.

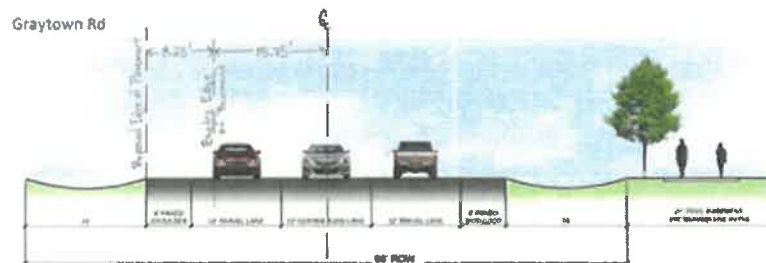


Figure 17. Secondary Rural Arterial Section - Ware Seguin Road

EXHIBIT “C”

The Surety

[See attached]

CITY COUNCIL MEMORANDUM

City Council Meeting: June 17, 2025

Department: Public Works

Subject: Resolution 25-R-071 – Authorizing expenditures with GenServe Inc. at the East Live Oak Water Facility for generator system replacement (B.James/D.Hardin/L.Busch/N.Ferris)

BACKGROUND

The East Live Oak Water Facility is a crucial piece of the City of Schertz water system. Staff have identified that it is necessary to replace and upgrade the emergency generator system that supports the control building and vertical turbine pump train. The current generator and transfer systems are beyond their service life and are no longer of adequate size to support the current and future operations of the site. This proposal will include the removal of the existing emergency generator system, installation of a new emergency generator system and other upgrades and repairs to related electrical infrastructure systems as needed.

The objective of this replacement and upgrade to the emergency generator system is to correct deficiencies in the current emergency generator system by installing a new emergency generator system and associated electrical system infrastructure that will adequately support the facility at its current and future capacities. In the event of a power failure, an inadequate generator would severely impact the City's potable water supply.

In accordance with TXLGC 252.022, a procurement necessary to preserve or protect the public health or safety of the municipality's residents is exempt from competitive bid requirements. Pursuant to an RFP process in 2024, the City awarded a contract to GenServe, Inc. for on-call generator services, so staff obtained a bid from them as a determination had previously been made that they are qualified to perform the necessary work/services. City Staff has done due diligence in researching the system and component upgrades to our emergency generator system and the proposal received from GenServe represents a fair and reasonable price for this project.

GOAL

To authorize expenditures with GenServe Inc. for \$521,516.00 and a not-to-exceed amount of \$571,000.00 for this project.

COMMUNITY BENEFIT

Performing maintenance and rehabilitation on critical infrastructure will guarantee that residents will continue to receive the highest quality of services, and preserve and protect the City's potable water supply.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 25-R-071.

FISCAL IMPACT

Funding for this project will come from the following sources:

- \$400,000.00 from the General Fund, with reimbursement from bond sales planned in July 2025.
- \$171,000.00 from Water/Wastewater FY 2024-25 Budgeted Funds.

RECOMMENDATION

Approval of Resolution 25-R-071.

Attachments

Resolution 25-R-071 with attachments

RESOLUTION NO. 25-R-071

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES WITH GENSERVE INC. FOR EMERGENCY GENERATOR SYSTEMS REPLACEMENT AND UPGRADES PROJECT AT THE EAST LIVE OAK WATER FACILITY AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Staff has a need to replace and upgrade the emergency generator system and associated electrical infrastructure at the East Live Oak Water Facility; and

WHEREAS, the East Live Oak Water Facility is critical infrastructure and in the event of a power failure, an inadequate generator would severely impact the City's potable water supply; and

WHEREAS, In accordance with TXLGC 252.022, a procurement necessary to preserve or protect the public health or safety of the municipality's residents is exempt from competitive bid requirements; and

WHEREAS, Staff recommends GenServe Inc., the City's on-call contractor, and has determined that they are qualified to perform the work for emergency generator system replacement and upgrades at the East Live Oak Water Facility.

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 GenServe, Inc. for the replacement and upgrade of emergency generator systems at the East Live Oak Water Facility for \$521,516, and a total not-to-exceed amount of \$571,000.

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit A

East Live Oak Water Plant Generator Upgrade Proposal



To: City of Schertz
Attn: Chris Hernandez
Reference: Live Oak Water Plant Generator Upgrade
Address: 1055 E Live Oak Rd, Schertz, TX 78154

Proposal # 525RL
Date: 5/30/2025

We are pleased to offer the following proposal for the above project:

SCOPE OF WORK

- Remove and replace Generac 500 kW diesel generator
- Install new Kohler 750 kW diesel generator and 2000 amp automatic transfer switch
- Electrical labor and materials for installation
 - Run new feeders from main outside to new ATS
 - Install new 75 kVA step down transformer to feed MTS for IDF room
 - Install new 200A MTS for temporary generator connection point
- Trenching for conduits from ATS to new generator location
- Pour new concrete pad for generator
- Offloading and placement of generator onto pad (crane included)
- Remove fuel from existing generator and disconnect electrical
- Remove and haul off of existing generator as needed
- Initial Diesel Fill of base tank (90% tank capacity)
- Startup, commissioning and warranty registration
- Provide engineered drawings for customer site records

BILL OF MATERIAL

Quantity 1 – Kohler Industrial Diesel Generator

750 kW Standby Rated, 277/480V, 3 phase, 4 wire, 60 Hz
UL2200 certified
PMG Alternator
Critical Silencer – shipped loose
APM603 Digital Controller
-Remote Annunciator
-Remote E-Stop Switch
-Integral thermal overload protection
-2 Input / 5 Output programmable module for remote indication
2000 amp main line circuit breaker – 100% rated, LSI
48 Hour / 2520 gallon UL142 subbase diesel tank
Block Heater 120VAC
Starting battery, cables, and battery charger
2 Year System Warranty



Quantity 1 – ASCO Automatic Transfer Switch

2000A, 480V, 3 pole, 60 Hz
NEMA 3R enclosure
RS-485 Modbus communications
300 Entry Event Log
In-Phase Monitor
Relay Expansion Module w/ Normal and Emergency available output contacts
Strip heater w/ thermostat
2 Year Warranty

TOTAL PROJECT PRICE: \$521,516.00

Notes and Assumptions:

No changes to existing electrical infrastructure included.

Permitting as needed with the city.

No temporary or emergency power available to the plant during installation. Temp power for **IDF (server) room** will be provided as needed during shutdown period.

Power shutdown to be coordinated with city personnel in advance for most ideal day and time.

Proposal assumes the generator feeder will come straight out from the ATS location running underneath the transformers to generator location. Generator to be located 20 feet out from transformers. GVEC to approve final location.

Price does not include any federal, state, or local sales, use, property, TERP, or excise taxes that may be applicable.

Proposal is valid for 30 days. Pricing includes current tariff charges.

Estimated Lead Time:

Generator - 34-36 weeks

ATS - 24-26 weeks

Project Completion Schedule:

40 weeks from date of order

Acceptance:

Signature

Date



COMMERCIAL TERMS AND CONDITIONS

1. Engagement of Services

Once work is authorized by the customer, GenServe is committed to certain "ramp up" expenses, both direct and indirect (i.e., specific training, travel, special tools, materials, project management, etc.) which are generally priced into the entire scope of the project. If the project is canceled, delayed, terminated or significantly changed through no fault of GenServe, these expenses will be due and payable to GenServe on a pro-rata basis. Any request for reimbursement of these expenses will be itemized and defined.

2. Changes to Scope of Work

GenServe will notify the customer if there is a material change to the Scope of Work that will require GenServe to expend more monies than originally budgeted. The customer agrees to pay GenServe for such expenses plus reasonable profit and overhead if the customer desires to continue under the changed Scope of Work. A detailed specification was not included with the request for quotation. Equipment and services are limited to this quotation. Any additional requirements are not included with this quotation. GenServe makes no guarantees regarding the performance of listed equipment in connection with customer loads. All start up and service calls will be performed by GenServe unless otherwise noted.

3. Exclusions and Assumptions

Exclusions:

- Repairs to existing circuits, wiring, plumbing, landscaping, sprinklers, etc.
- Painting on newly installed conduit, boxes or equipment
- Overtime, after hours or holiday work
- Repairs to existing underground circuits or wiring.
- Repairs to existing underground utilities, sprinkler systems or damaged landscaping or vegetation
- Repairs or replacement of any sheetrock (drywall) or painted surfaces.
- Repairs or replacement of any existing structural components.
- Repairs of any latent defects of existing wiring.
- Warranty on any existing wiring, devices or equipment or that supplied by others.
- This proposal does not include any repairs or modifications to existing circuitry.
- Cutting or coring of concrete walls or flooring.
- Trip charges will be added to proposed amount if GenServe is required to suspend work at customer's request.
- Any charges from Electric provider for service.
- Any code corrections required by the City Inspector for existing conditions.

Assumptions:

- Work to be done during regular business hours.
- Customer to provide access to work area.
- Pricing assumes existing conduit is in usable condition.
- Ceilings and walls are free and clear of reasonable obstructions: i.e. fire blocks in walls, concrete and blocks in walls and ceilings.
- Please allow up to one to two weeks for scheduling.
- Trip charges will be added to the proposed amount if GenServe is required to suspend work due to customer's request.
- Reoccurring trips will be charged at \$150.00 per hour per additional trip.
- Any time spent waiting, in excess of one half-hour, for access to site will be charged at \$150.00 per hour per man.
- Conduit to be surface mounted on concrete walls where necessary.
- Any items located in front of the electrical panels to be relocated by others.
- Customer will provide access to all areas where placement of equipment and devices is necessary. If access is not available when previously agreed upon, there will be additional charges for lost time.
- Power to certain areas may be interrupted to complete the work.

4. Permits and Taxes

Permits are not included unless specifically noted. Permits, inspection fees, drawings, etc., can be provided by GenServe at an additional cost. Any additional requirements listed in local codes, general specifications or other sources are not included with this quotation. State and local taxes may not be included in the proposed price unless specifically noted.

5. GenServe's Employees

The customer agrees that it shall not hire any employee of GenServe who is currently working on a project for the customer, or any employee of GenServe who has worked on a project for the customer within the last twelve months. The customer further agrees not to hire any former GenServe employee that performed any work on a project for the customer at any time within the prior twelve months. The customer agrees and understands that this provision is necessary so that GenServe can protect its investment of time and money in its employees, as well as any confidential or proprietary information known by its employees



6. Payment Terms

For Cash Sales, GenServe requires a 50% deposit with order, 35% due upon delivery of equipment, balance due upon completion of startup and testing. Late charge of 1.5% per month on unpaid balance over 30 days. A 20% Cancellation fee will apply (of total quoted price). Pricing is firm for order(s) received within 30 days of quotation date. A service charge may be charged on all past due amounts. Amounts will be considered past due 30 days after date of invoice.

7. Warranty

Standard equipment manufacturers warranty applies. AGS will warranty all labor and material on all generator and electrical service work for 2 years. GenServe will warranty labor and material on workmanship / code compliance indefinitely.

8. Indemnity

Subject to the provisions herein, each Party will maintain commercially reasonable insurance for its respective business activities. Each Party will defend, indemnify and hold the other Party, their respective officers, directors, shareholders, members, managers, partners, agents, affiliates, employees and independent contractors harmless from any claims, cost, demands, suits or liability arising out of the indemnifying Party's negligent acts or omissions or the negligent acts or omissions of its employees, sub-contractors and agents, whether based upon breach of contract, negligence, strict liability or otherwise, arising from or incidental to the services contemplated under this Agreement; provided, however, that the Party seeking such indemnification shall give the indemnifying Party (i) prompt written notice of any such claim or threatened claim, and (ii) full cooperation in any defense or settlement of the claim (at the expense of the indemnifying Party). The foregoing indemnification obligation shall not apply to the extent that such claim is the fault of or is caused by the negligence or willful misconduct of the Party seeking indemnification, and shall not apply to the extent the cost or damages of the Party seeking indemnification are covered by their own insurance.

9. Attorney's Fees

If GenServe, LLC is required to hire attorneys to collect amounts owed under this agreement, the customer agrees to reimburse GenServe for all attorneys' fees, expert fees and other legal expenses that it may incur to collect such amount.

10. Incorporation by Reference

Unless expressly agreed in writing otherwise, these Standard Terms and Conditions are a part of, and hereby incorporate by reference, all Proposals submitted by GenServe to the customer and any Credit Agreement signed by the customer, and all terms and conditions of any such Proposals or Credit Agreements

11. Tariffs and Import Taxes

If, after the effective date of this agreement, any new or amended tariffs, duties, or import taxes are imposed on materials or components used in the manufacture of the goods covered by this agreement, GenServe shall have the right to adjust the contract price to reflect the increase in costs directly attributable to such new or amended tariffs, duties, or taxes, upon providing written notice to [the Buyer] with supporting documentation.

By signing a GenServe proposal, the signatures to this agreement warrant that they have authority to enter into this contract and that they have read the above Standard Terms and Conditions and agree to abide by them.

CITY COUNCIL MEMORANDUM

City Council Meeting: June 17, 2025
Department: Library
Subject: Resolution 25-R-073 - Authorizing an agreement with the Texas State Library and Archives Commission for the reimbursement of expenses incurred through the lending of Schertz Public Library materials to other libraries (S.Gonzalez/E.Bertoia)

BACKGROUND

As part of its quest to make a wide variety of materials available to its patrons, the Schertz Public Library participates in an Interlibrary Loan (ILL) program. The conditions of this service are based on the interlibrary loan protocols established in the national Interlibrary Loan Code and the policies established by the Texas State Library and Archives Commission (TSLAC) for its statewide interlibrary loan program.

An ILL is a transaction in which library material, or a copy of the material, is made available from one library to another upon request. The purpose of ILL is to obtain library material not available in the Schertz Public Library and to lend material found at the Schertz Public Library to other libraries. ILL service is available free of charge to all Schertz Public Library cardholders in good standing.

Schertz Public Library has participated as a borrower in the State's ILL program since it became accredited more than 45 years ago. The Library began lending materials to other libraries and participating in the reimbursement program in 2016.

GOAL

TSLAC supports a statewide ILL program to assure Texans will have access to shared library resources to meet learning and informational needs. The goal of the reimbursement grant is to encourage libraries to participate in the system as lenders, as well as borrowers. The Interlibrary Loan Lending Reimbursement Program helps support Texas libraries with reimbursements for direct, out-of-pocket costs associated with participating in statewide resource sharing such as postage and shipping costs. The reimbursements pertain to loans made between August 1, 2024 - July 31, 2025, and they are pass-through awards of the Grants to States program provided to TSLAC from the Institute of Museum and Library Services (IMLS).

COMMUNITY BENEFIT

ILL service is essential to the vitality of libraries of all types and sizes as a means of greatly expanding the range of materials available to users. Lending between libraries is in the public interest and should be encouraged. It allows the Library to provide access to a far broader range of materials than we have room to house or funds to purchase, including genealogy materials, research documents, out-of-print materials, or items only found in special collections.

As a reminder, ILL serves as an adjunct to, not a substitute for, collection development at the local

level.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 25-R-073 allowing Schertz Public Library to participate in the ILL Lending Reimbursement Program to receive reimbursement for lending our library materials to other participating libraries.

FISCAL IMPACT

Last fiscal year, the Library was reimbursed at the rate of \$6.23 per item lent and received \$5,086.00 to offset the cost of our courier service, supplies and postage. It is anticipated the library will lend approximately 800 items to other libraries during the current cycle. The actual reimbursement amount per lend is yet to be determined and will depend on the number of actual loans made, the number of participants in the program and the available funding from IMLS. The reimbursement amount per lend usually ranges between \$6-\$10, making the expected reimbursement amount between \$4,800-\$8,000.00.

RECOMMENDATION

Approval of Resolution 25-R-073

Attachments

Resolution 25-R-073 with attachments

RESOLUTION 25-R-073

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TEXAS STATE LIBRARY AND ARCHIVES COMMISSION RELATING TO THE REIMBURSEMENT OF EXPENSES INCURRED THROUGH THE LENDING OF SCHERTZ PUBLIC LIBRARY MATERIALS TO OTHER LIBRARIES.

WHEREAS, no single library can own every item its users may want to access, formal lending systems between libraries known as Interlibrary Loan (ILL) were established in order to provide access to resources beyond a local library's holdings; and

WHEREAS, the Texas State Library and Archives Commission (TSLAC) manages the state-wide ILL program, including the disbursement of Federal grant funds intended to reimburse expenses incurred by participant libraries who act as lenders of library materials to other participants; and

WHEREAS, the Schertz Public Library participates in the state-wide ILL program as both a borrower and a lender; and

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City enter into an agreement with TSLAC relating to the ILL Lending Reimbursement Program; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with TSLAC pursuant to the ILL Lending Reimbursement Terms & Conditions in order to accept reimbursements to the General Fund.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with TSLAC in substantially the form set forth on Exhibit A.

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

Interlibrary Loan Lending (ILL) Reimbursement Program Agreement



TEXAS STATE LIBRARY
AND
ARCHIVES COMMISSION



SFY 2025 ILL LENDING REIMBURSEMENT PROGRAM GUIDELINES AND TERMS & CONDITIONS

QUESTIONS? Contact Sara Hayes at shayes@tsl.texas.gov.

Program Description

The Texas State Library and Archives Commission (TSLAC) supports a statewide interlibrary loan program for accredited public libraries to help libraries meet the learning and information needs of their communities by providing Texans access to shared library resources that may not be available locally.

The Interlibrary Loan Lending Reimbursement Program, a non-competitive grant, helps support Texas libraries with partial reimbursements for direct, out-of-pocket costs associated with participating in statewide resource sharing, including costs for staff time, postage, courier subscriptions, and shipping material.

TSLAC will calculate reimbursements based on the number of lends made by the eligible and participating library between August 1, 2024 – July 31, 2025, or the average number of annual lends made by the library from FY 2021, FY 2022, and FY 2023, whichever is larger. The reimbursement payments must be applied to costs associated with resource sharing costs *expended during FY 2025*. **Please discuss this program with your legal entity's accounting office so they are aware this program involves federal funds and, if approved, to expect the payment by August 31, 2025.**

Award Information

The reimbursements are subawards (or pass-through awards) of the Grants to States program from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services (IMLS).

Federal Award Identification Number (FAIN): LS-256843-OLS-24

Federal Award Date: April 18, 2024

Assistance Listing Number/Title: 45.310 State Library Program

An estimated budget of \$500,000 is expected to be available for the FY 2025 program.

Eligible participants will receive a flat rate reimbursement for each lend provided to other Texas libraries through the SHAREit ILL system between **August 1, 2024 – July 31, 2025**, or the average number of lends made during the three years (August 1 – July 31) prior to migrating from Navigator to SHAREit.

Participants must maintain financial records and supporting documents relating to this program and award (shipping receipts, staff time documentation, courier, and cataloging invoices, etc.) for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2023-2027, is submitted by TSLAC. The deadline for the current 5-year plan report is January 29, 2029, so participants will need to maintain their records through January 29, 2032.

Eligibility Information

Accredited Texas public libraries, through their governing authority (city, county, board, or district), who are live on SHAREit and lending through that system are eligible to apply for a reimbursement payment through this program.

Texas academic libraries that have agreed to lend materials to Texas public libraries are also eligible for reimbursement payments based on the number of lends made to Texas SHAREit libraries during the eligible lending period.

Libraries must have lent items to other Texas public libraries using Auto-Graphics' SHAREit system in FY 2025 to be eligible for reimbursement. ILL system vendors will provide lending statistics to TSLAC for calculating reimbursement.

Before applying, applicant organizations must have a current and active federal Unique Entity ID (UEI). The federal government uses a unique identifier for each entity (company, non-profit, organization, etc.) that does business with the federal government. For more than two decades, Dun & Bradstreet's Data Universal Numbering System (DUNS) served as the unique entity ID. On April 4, 2022, the federal government completed the transition to a new UEI issued within the System for Award Management (SAM). The DUNS number is no longer an accepted UEI.

If you are currently registered in SAM.gov, you've already been assigned a SAM Unique Entity ID. It's viewable on your entity registration record in SAM.gov. If you have never registered at SAM.gov or have never applied for a grant with TSLAC or other state or federal agency, you will need to initiate the process of obtaining a SAM UEI at SAM.gov.

To get started registering your entity, to renew your registration, or for more information, visit [SAM.gov](https://sam.gov) or refer to the [Quick Start Guide for Getting a Unique Entity ID](#), published by the U.S. General Services Administration (GSA).

Libraries' legal entities must also have an Active Direct Deposit Account and Texas Identification Number (TIN) on file with TSLAC. More information on TIN is available on the Texas Comptroller of Public Accounts' webpage here: <https://fm.xcpa.texas.gov/fmx/training/wbt/tins/0102.php>

TSLAC's grants accountant will reach out to participating state agencies/universities for additional information to facilitate reimbursement.

There is no requirement for cost sharing, matching funds, or cost participation with this program.

Application and Submission Information

TSLAC uses an online grant management system or GMS that enables applicants to apply for grants electronically through a web portal at <https://grants.tsl.texas.gov>. Applications and required documents must be submitted in GMS by the due dates to be eligible for consideration. To submit your application online, you must have an active GMS account. To create or activate an account, please have your library director submit a completed GMS Import Template (<https://www.tsl.texas.gov/ldn/grants/forms-tools>) to shayes@tsl.texas.gov. The e-mail should reference "GMS Access" in the subject line. TSLAC staff will review the request and grant appropriate access.

If there are accessibility issues or concerns, participants may request paper copies of certain materials from Sara Hayes, ILL Coordinator, via e-mail at shayes@tsl.texas.gov.

Application Components:

1. Opt into the program through the GMS portal and print out the system generated Participation Signature form from the portal.

2. Complete and submit the signed Participation Signature form* in the GMS portal by June 30, 2025.
*Signed by appropriate Legal Entity (City, County, Library Board, University)
3. Complete and submit a signed Performance Certification form* in the GMS between July 11-25, 2025, after receiving notification of the library's award amount from TSLAC by July 11.
*Signed by Library Director
4. Complete and submit a Single Audit Certification form and submit it to TSLAC by December 31, 2025.
The form will be distributed in November/December 2025.

Required forms are available in the GMS portal at grants.tsl.texas.gov under the Documents tab in the folder titled "2025 ILL Lending Reimbursement Program."

Forms submitted after stated deadlines will not be considered.

Submit forms:

Through TSLAC's GMS portal at grants.tsl.texas.gov.

Program Timeline

- May 8, 2025:** Access opens to opt into the FY 2025 ILL Lending Reimbursement Program in the Grant Management System (GMS) portal.
- June 30, 2025:** Deadline to submit a signed Application Signature form in the GMS portal, signed by authorized legal entity signatory.
- July 11, 2025:** TSLAC will notify libraries of total eligible lends and award amounts and begin accepting Performance Certification forms through the GMS portal.
- July 25, 2025:** Deadline to submit completed Performance Certification form in GMS, signed by Library Director.
- August 2025:** Award letters sent out and reimbursement payments dispersed to legal entities (cities, counties, universities).

Texas State Library and Archives Commission
Library Services and Technology Act (LSTA) – Terms and Conditions

I. GENERAL TERMS AND CONDITIONS

- A. The Subrecipient will comply with all applicable federal and state laws and any other requirements relevant to the performance of Subrecipient under this contract, including the following rules and guidance as applicable:
 1. Texas Grant Management Standards (TxGMS) (<https://comptroller.texas.gov/purchasing/grant-management/>); and
 2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>).
- B. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal or state government purposes, and to authorize others to do so. (2 CFR §200.315)
- C. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services (www.imls.gov/recipients/imls_acknowledgement.aspx) and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.
- D. Subrecipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000 et seq.), which prohibits discrimination on the basis of race, color, or national origin, including taking reasonable steps to ensure that limited English Proficient (LEP) persons have meaningful access to the applicant's programs; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1689), which prohibits discrimination on the basis of sex in education programs; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §701 et seq., including §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. §§6101 et seq), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and §527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.
- E. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by

subcontractors through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.

- F. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- G. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2023-2027 is submitted (anticipated date of submission is January 29, 2029). **This means the Subrecipient must maintain all grant-related records through January 29, 2032. In addition, Subrecipients that operate as state agencies must comply with (Texas Government Code, §441.1855), relating to state agency contracting and the retention of contract-related documents.**

In the event the Subrecipient or receiving entity ceases to exist, the Subrecipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of the records.
- H. Loss of all of Subrecipient's staff prior to the end of the grant period or the termination date, whichever is earlier, does not relieve the Subrecipient of its obligation to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records, and requirements for disposition of equipment and supplies.
- I. The parties agree that no provision of this contract is in any way intended to constitute a waiver by TSLAC or the State of Texas of any immunities from suit or from liability that TSLAC or the State of Texas may have by operation of law.
- J. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Subrecipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- K. The Subrecipient agrees to submit an audit certification form for the auditable period including August 31, 2025, to TSLAC no later than **December 31, 2025, or other deadline as specified by TSLAC.**
- L. If a single audit is required, the Subrecipient will comply with the Supercircular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.
- M. TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received.

II. GRANT CERTIFICATIONS

- A. For any agreement exceeding \$100,000, the Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall

complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in 31 U.S.C. §1352.

- B. Subrecipient certifies that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Certifications.
- C. The subrecipient will comply with drug-free workplace requirements in Subpart B of 2 C.F.R. part 3186, which adopts the Governmentwide implementation (2 C.F.R. part 182) of Sections 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101–8106). This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either at the time of application or upon award, or in documents kept on file in the recipient's offices) all known workplaces under Federal awards.
- D. The Subrecipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- E. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds. (TxGMS, Appendix 6, Uniform Assurances by Local Governments)

III. ENFORCEMENT

- a. Remedies for noncompliance. If Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
 - ii. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - iii. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
 - iv. Withhold further awards for the program; or
 - v. Take other remedies that may be legally available.
- b. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.
- c. Effects of suspension and termination. Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after notice of termination of an award are not allowable unless TSLAC expressly authorized the cost in the notice of suspension or termination, or subsequently. Other Subrecipient costs during suspension or after notice of termination that are necessary, and not reasonably avoidable, are allowable if:

- i. The costs result from obligations that were properly incurred by the Subrecipient before the effective date of suspension of termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 - ii. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- d. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (See TxGMS, Appendix 6, Debarment and Suspension) and state law.

Grant Program

ILL Lending Reimbursement 2025

Legal Entity

City of Schertz

1400 Schertz Pkwy Schertz TX 78154

Application Number

904160

Employer Identification Number**Name**

Schertz Public Library

798 Schertz Pkwy Schertz TX 78154-1954

Federal Unique Entity ID

WP19CJPW5PK5

Library Director

Melissa Uhlhorn

Assistance Listing:

45.310 State Library Program

Contact

Elizabeth Bertoia

Federal Award Number

LS-256843-OLS-24

Email

ebertoia@schertz.com

Phone Number

☐ The library and legal entity agree to the Texas State Library and Archives Commission's ILL Lending Reimbursement 2025 guidelines and LSTA Terms & Conditions and understand funds may be dispersed after the end of FY 2025. Name, Title, and Signature of an individual authorized to enter into contact on behalf of your library's legal entity (County Judge, Mayor, City Manager, Library Board President, Provost, etc.)

Name: _____

Title: _____

Signature: _____

Date: _____

CITY COUNCIL MEMORANDUM

City Council Meeting: June 17, 2025
Department: Engineering
Subject: Resolution 25-R-074 – Authorizing a task order agreement with Unintech Consulting Engineers, Inc. for professional engineering-related services on the Northcliffe Country Club Estates Water and Wastewater Main Replacement Project and updating the associated Capital Improvement Plan Project Sheets (B.James/K.Woodlee/J.Nowak)

BACKGROUND

The streets in this project area were originally intended to be included in an earlier SPAM rehabilitation project. However, due to aging water and sewer mains in the subdivision, the street work was delayed until the water and sewer main replacements could be completed. During normal review of the Capital Improvement Plan, projects were re-prioritized and other utility projects needed to be delayed. That delay freed up funds to be used on other projects, such as this one, earlier than originally planned. The water and sewer main replacement has been moved up to have design and construction starting this fiscal year and construction occurring next fiscal year.

In order to have a cohesive project, the utility replacement work is being combined with the street work into a single project. This is similar to what is being done with the Buffalo Valley South project, currently under construction.

Funding for the utility replacement comes from Certificates of Obligation bond sale proceeds earmarked for utility replacement projects. Funding for the street work will come from Certificates of Obligation bond sale proceeds earmarked for street projects such as this. The bond proceeds for the utility replacements are available this fiscal year and the bond proceeds for the street work will be available in FY25-26.

Unintech Consulting Engineers, Inc., is one of the City's on-call Engineering firms and is the Design Engineer for the Buffalo Valley South project and has previously successfully completed other utility replacement projects for the City. Because of their experience and history with the City, Staff selected them to provide the needed professional services for this project. The proposed Task Order agreement includes the project design; preparing the bid package; assisting with the bidding process; and limited construction phase services such as, reviewing material submittals, reviewing pay applications, assistance resolving questions/concerns during construction, and limited site visits.

GOAL

The goal of Resolution 25-R-074 is to authorize execution of a Task Order Agreement for Unintech Consulting Engineers, Inc., to provide professional services including survey, engineering, preparing a bid package for the project, and provide limited construction phase services for the Northcliffe Country Club Estates Water and Wastewater Main Replacement project. The Resolution also authorizes an update of the Capital Improvement Plan project sheet to allocate an updated funding amount for the professional services and project construction.

COMMUNITY BENEFIT

The existing water mains are old and constructed of a relatively brittle material and much of the distribution system in this neighborhood is undersized. Replacing the water main with modern pipe material will provide a more robust water system and be less prone to failures. Replacing the undersized sections of main with the current minimum size required by the City will ensure proper fire protection and meet TCEQ standards. The existing sewer lines are older pipe material nearing the end of their service life. Replacing them with new sewer mains will provide a sewer system that will be less prone to failures. The current street surface is in poor condition with multiple patches and a fairly rough ride. Rehabilitating the streets after the utility replacement will provide a new, smooth driving surface and a stronger pavement section that will increase the longevity of the streets.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that Council authorize the City Manager to execute the Task Order Agreement with Unintech Consulting Engineers, Inc. for the Northcliffe Country Club Estates Water and Wastewater Main Replacement project in the amount of \$521,048 and a not to exceed amount of \$570,000.

FISCAL IMPACT

Certificates of Obligation were previously sold to provide funding for utility replacement projects.

Some of the proceeds from this sale will be used to fund the utility replacement work, including the project design. Next fiscal year, Certificates of Obligation will be sold to provide funding for street projects, including the rehabilitation of streets. Since the street construction effort will be the last item completed by the contractor, the funding will be available when the street costs are incurred.

The funding breakdown for the project is as follows:

Funding Source	Amount
Water and Sewer Bonds	\$8,733,400
Street Bonds	\$1,701,600
Total:	\$10,435,000

RECOMMENDATION

Approve Resolution 25-R-074.

Attachments

Resolution 25-R-074 with attachments

RESOLUTION 25-R-074

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A TASK ORDER AGREEMENT WITH UNITECH CONSULTING ENGINEERS, INC., FOR PROFESSIONAL ENGINEERING-RELATED SERVICES ON THE NORTHCLIFFE COUNTRY CLUB ESTATES WATER AND WASTEWATER MAIN REPLACEMENT PROJECT, AND UPDATING THE ASSOCIATED CAPITAL IMPROVEMENT PLAN PROJECT SHEETS

WHEREAS, the City of Schertz has determined that it requires professional engineering-related services for the design of the Northcliffe Country Club Estates Water and Wastewater Main Replacement project; and

WHEREAS, Unintech Consulting Engineers, Inc. is an approved On-Call Engineering Firm for the City of Schertz; and

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Unintech Consulting Engineers, Inc for professional engineering-related services for the design of the Northcliffe Country Club Estates Water and Wastewater Main Replacement project.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Task Order Agreement with Unintech Consulting Engineers, Inc. in substantially the form set forth as Exhibit A in the amount of \$521,048, and a total not-to-exceed amount of \$570,000.

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

TASK ORDER NO. 005

This is Task Order No. **005**,
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
c.	Engineer:	Unintech Consulting Engineers, Inc.
d.	Specific Project (title)	Norcliffe Country Club Estates Reconstruction
e.	Specific Project (description):	Civil and Survey Engineering design services for the replacement of existing water mains, sewer mains, and street reconstruction of Charleston, Columbia, Foxbriar Lane, Wimbledon Drive and Fairways Drive
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:	Norcliffe Country Club Estates Reconstruction
Type and Size of Facility:	Local Type A Class Road – 7,500 linear feet
Description of Improvements:	Replace existing water main and sewer mains. Reconstruct the street with a new residential street section.

Task Order.

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Expected Construction Start:	December 2025
Prior Studies, Reports, Plans:	
Facility Location(s):	City of Schertz. Northcliff Country Club Estates.
Current Specific Project Budget:	EST \$6,175,380.00
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:	Charleston, Columbia, Foxbriar Lane, Wimbledon Drive and Fairways Drive
Specific Project Assumptions:	<p>Residential street to be a local street with 30-foot pavement width, resurface with new HMAC, reclaim base to address base failure and establish consistent grade, replace curb and driveway as necessary. Wheelchair ramps to be installed at each intersection.</p> <p>Replace existing 8-inch water mains and services up to the existing meters with similar sized water mains and services.</p> <p>Replace/rehabilitate existing 8-inch sewer mains and reconnect services with similar sized sewer mains. Replace outfall segment by pipe bursting</p>
Other Pertinent Information:	<p>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.</p> <p>A geotechnical sampling and report will be required.</p> <p>A CCTV of the existing sewer mains will be obtained to verify sewer main replacement/rehabilitation efforts</p>

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.

Task Order.

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- 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.**
 - 2. **Provide easement and right of way acquisition negotiation.**

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	\$281,177.00	LUMP SUM
b. Final Design Phase	\$164,722.00	LUMP SUM
c. Bid Phase	\$ 12,956.00	LUMP SUM
d. Construction	\$ 27,332.00	LUMP SUM
e. Closeout	\$ 4,461.00	LUMP SUM
2. Resident Project Representative Services*	N/A	N/A
TOTAL COMPENSATION (items 1 and 2)	\$490,648.00	
3. Additional Services under Section 3.D above	\$ 30,400.00	
**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

*Based on an **12-month** continuous construction period.

** Estimated amount. To be verified after extent of services verified by survey

- 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. **Geotechnical (Terracon)**
- B. **Underground Services, Inc (SoftDIG)**
- C. **Sewer Main CCTV (Ace Pipe Cleaning)**

Task Order.

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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:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: Mark B Hill

Print Name: Mark B Hill, PE

Title: Director and Shareholder

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

94904

State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail

Address: _____

Phone: _____

Date: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Mark B Hill

Title: Director and Shareholder

Address: 2431 E. Evans Rd

San Antonio, Texas

E-Mail

Address: mhill@unintech.com

Phone: 210-641-6003

Date: 5-14-2025

Task Order.

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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:~~

~~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~~

~~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.~~

~~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.~~

~~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.
- 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 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:
 - 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.

- 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.
- a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (~~if other than~~modified version of 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 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.

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.
- 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:

Exhibit A—Engineer's Services Under Task Order.

Exhibits to Task Order. EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.

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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:

- 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.

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.b. 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.

Exhibit A—Engineer's Services Under Task Order.

Exhibits to Task Order. EJDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.

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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:
 1. 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 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:
 1. 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.
 - 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. Deleted~~
 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.
- 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:

- a. Make visits to the Site at intervals appropriate to the various stages of the Work, 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

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.

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

- 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:
- a. Determine the amounts that Engineer recommends Contractor be paid. 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

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

(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:
 1. 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.

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;
 - 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.
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.
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 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.

Exhibits to Task Order. EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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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.

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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.

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

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 Contractor-approved 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
 - ~~a.— 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,~~~~

~~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.~~

- ~~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).~~

~~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

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 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 H—RESERVED

Guidance Notes—Exhibit H

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

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.

City of Schertz

PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

Project: Northcliff Country Club Estates Reconstruction
 Prime Consultant: UNINTECH CONSULTING ENGINEERS, INC.
 Subconsultant:
 Proposal Date: 3/14/2025
 Prepared By: Mark B Hill, PE

	Sr. Civil Engineer \$243.00	Project Manager \$220.00	Project Engineer \$185.00	EIT \$125.00	Designer \$114.00	CAD Tech \$96.00	RPLS \$235.00	SIT \$133.00	Survey Tech \$133.00	Survey Crew - 2 man \$175.00	Survey Crew - 3 man \$198.00		
TASK CODE AND DESCRIPTION	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	TASK HOURS	TASK / PHASE FEE
Preliminary Design	8	53	113	240	212	228	12	56	96	112	4	1134	\$153,993.00
01. Project Management and General Items													
01.010. DSR Preparation / Scoping Meeting		4										4	\$880.00
01.040. Design Progress Review Meetings (frequency as needed for project development)		4										4	\$880.00
01.070. Project Administration (includes but not limited to invoicing, sub consultants management, document mana		4										4	\$880.00
01.080. QA/QC (processes, communication, and deliverables)	8	8										16	\$3,704.00
01.090. Operations and Maintenance Manual												0	
02. Right-of-Way Surveying and Mapping													
02.010. Acquire Ownership Information								16	16			32	\$4,256.00
03. Topographic Surveying / Base Mapping													
03.010. Establish Primary Project Control							8			12	4	24	\$4,772.00
03.050. Survey Cross Sections / Spot Elevations to Develop DTM / Cross Sections													
3.050.010. To ROW Only										80		80	\$14,000.00
03.070. Survey Quality Level C Locates										10		10	\$1,750.00
03.080. Tree Survey										10		10	\$1,750.00
03.110. Planimetrics and Topgraphy CAD			8	16		24	4	40	80			172	\$22,684.00
04. Roadway Design													
04.010. Typical Sections - Existing and Proposed		1	1	8								10	\$1,405.00
04.020. Horizontal Roadway Alignments		2	8	8								18	\$2,920.00
04.030. Roadway Profiles		2	8	8								18	\$2,920.00
04.040. Street Cross Sections		1	2	8	24	24						59	\$6,630.00
04.050. Plan and Profile Sheets		2	8	24	60	60						154	\$17,520.00
04.070. Driveway Summary Sheet		1	2	8	12	12						35	\$4,110.00
05. Drainage Design													
05.010.010. Drainage Area Map			2	8								10	\$1,370.00
05.010.020. Model Hydrology (Pre-Project and Post-Project)			8	24								32	\$4,480.00
05.010.030. Calculate Design Discharges			8	24								32	\$4,480.00
05.010.030. Prepare Report		1	4	16								21	\$2,960.00
06. Pavement Design and Geotech Engineering													
07. Utility Plans													
07.010. Prepare 40% Water Plans - Cover Sheet, Index, Gen Notes			1			8						9	\$953.00
07.020. Prepare 40% Water Plans - Quantities			1	4	8	8						21	\$2,365.00
07.030. Prepare 40% Water Plans - Plan/Plan and Profile and Details		16	24	24	60	60						184	\$23,560.00
08. Traffic Control Plan													
08.010. Construction Phasing Typical Sections			1	8								9	\$1,185.00
08.020. Construction Phasing and Sequence of Work		2	8	24								34	\$4,920.00
08.030. Conceptual Construction Phasing Layouts			1	4								5	\$685.00
09. Other Plans													
09.010. Intersection Layouts		2	8	8	24	24						66	\$7,960.00
09.050. Pavement Marking and Signing Plan		2	8	8	24							42	\$5,656.00
11. Cost Estimating													
11.010. 40% Plans Cost Estimate		1	2	8		8						19	\$2,358.00
15. Communications													
Final Design	8	34	103	146	212	328	0	0	0	0	0	831	\$102,385.00
01. Project Management and General Items													
01.030. Design Review Meetings (70%)		2										2	\$440.00
01.040. Design Progress Review Meetings (frequency as needed for project development)		2										2	\$440.00
01.050. Prepare Meeting Minutes for all attended meetings		2										2	\$440.00
01.060. Develop and Maintain Project Schedules (includes both Design and Construction)		2										2	\$440.00
01.070. Project Administration (includes but not limited to invoicing, sub consultants management, document mana		1										1	\$220.00
01.080. QA/QC (processes, communication, and deliverables)	8	8										16	\$3,704.00

City of Schertz

PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

Project: Northcliff Country Club Estates Reconstruction
 Prime Consultant: UNINTECH CONSULTING ENGINEERS, INC.
 Subconsultant:
 Proposal Date: 3/14/2025
 Prepared By: Mark B Hill, PE

	Sr. Civil Engineer \$243.00	Project Manager \$220.00	Project Engineer \$185.00	EIT \$125.00	Designer \$114.00	CAD Tech \$96.00	RPLS \$235.00	SIT \$133.00	Survey Tech \$133.00	Survey Crew - 2 man \$175.00	Survey Crew - 3 man \$198.00		
TASK CODE AND DESCRIPTION	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	TASK HOURS	TASK / PHASE FEE
04. Roadway Design													
04.010. General Sheets – Index, Summaries / Quantities, Supplemental General Notes			1	2		8						11	\$1,203.00
04.020. Refine Typical Roadway Sections (Existing and Proposed) for various roadways in project area			2	8		8						18	\$2,138.00
04.030. Horizontal Roadway Alignments			1	4								5	\$685.00
04.040. Roadway Profiles			1	4								5	\$685.00
04.050. Street Cross Sections			2	4		8						14	\$1,638.00
04.060. Develop Plan and Profile sheets for 1" = 40' plans			4	12		24						40	\$4,544.00
04.070. Driveway Summary Sheet			2	4		8						14	\$1,638.00
05. Drainage Design													
05.020. Design Storm Drain Facilities (Plan and Profile)													
05.020.020. Drainage Area Map			2	8		8						18	\$2,282.00
07. Utility Plans													
07.010. Prepare 70% Water Plans - Cover Sheet, Index, Gen Notes			1			8						9	\$953.00
07.020. Prepare 70% Water Plans - Quantities			1	4		8						22	\$2,585.00
07.030. Prepare 70% Water Plans - Plan/Plan and Profile and Details			8	25	24	120	120					297	\$34,585.00
08. Traffic Control Plan													
08.010. Construction Phasing Typical Sections			1			8						9	\$953.00
08.020. Construction Phasing and Sequence of Work				4								4	\$500.00
08.030. Construction Phasing Layouts			1	8		8	24					65	\$7,740.00
08.040. Traffic control and advanced warning devices				4			16					20	\$2,036.00
08.050. Detour layouts and barricade plans			2			8						10	\$1,138.00
09. Other Plans													
09.010. Intersection Layouts			2	4		12	16					34	\$3,774.00
09.050. Pavement Marking and Signing Plan			1	4		8	16					45	\$5,320.00
09.060.010. SW3P Narrative				1		2	8					19	\$2,115.00
09.060.020. SW3P Layouts			1	2		16	16					35	\$3,795.00
09.080. Details and Specifications													
09.080.010. Special Details			2	8		24						34	\$3,674.00
09.080.020. List of Governing Specifications			4									4	\$740.00
09.080.030. Special Provisions			8	16								24	\$3,480.00
09.080.040. Special Specifications			8	16								24	\$3,480.00
11. Cost Estimating													
11.010. 70% Plans Cost Estimate			2	16								18	\$3,400.00
15. Communications													
15.020. Public Meeting and Exhibits			4	4								8	\$1,620.00
Bid Phase	0	15	42	28	0	0	0	0	0	0	0	85	\$15,380.00
12. Bid Phase													
12.010. Submit 100% Plans			4	8								12	\$1,740.00
12.020. Final Project Specifications Book			2	8								10	\$1,920.00
12.030. Submittal List													
12.040. Finalize Constructability Issues			2	16		16						34	\$5,400.00
12.060. Attend 100% Review Meeting			2	2								4	\$810.00
12.070. Assist the City in Preparing Advertising Documents			2	2								4	\$810.00
12.090. Participate in Pre-Bid Meeting			2	2								4	\$810.00
12.100. Respond to Contractor Questions			2	2								4	\$810.00
12.110. Prepare and Distribute Necessary Addenda			2	2								4	\$810.00
12.120. Prepare Bid Tabulation and Letter of Recommendation			1	4		4						9	\$1,460.00
12.130. Participate in Pre-Con meeting			2	2								4	\$810.00
Construction Phase	0	30	88	88	0	0	0	1	0	8	0	215	\$35,413.00
13. Construction Management													
13.010. Reestablish Project Control Points for Contractor Prior to Construction								1		8		9	\$1,533.00
13.020. Review Contractor Pay Estimates			2	12		12						26	\$4,160.00

City of Schertz

PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

Project: Northcliff Country Club Estates Reconstruction
 Prime Consultant: UNINTECH CONSULTING ENGINEERS, INC.
 Subconsultant:
 Proposal Date: 3/14/2025
 Prepared By: Mark B Hill, PE

	Sr. Civil Engineer \$243.00	Project Manger \$220.00	Project Engineer \$185.00	EIT \$125.00	Designer \$114.00	CAD Tech \$96.00	RPLS \$235.00	SIT \$133.00	Survey Tech \$133.00	Survey Crew - 2 man \$175.00	Survey Crew - 3 man \$198.00		
TASK CODE AND DESCRIPTION	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	TASK HOURS	TASK / PHASE FEE
13.030. Review / Negotiate Change Orders			4	8								12	\$1,740.00
13.040. Review Shop Drawings			4	16								20	\$2,740.00
13.050. Respond to RFI's		8	8									16	\$3,240.00
13.060. Project Site Visits and Reports (Minimum Two Per Month)		12	40	40								92	\$15,040.00
13.070. Participate in Construction Progress Meetings and Prepare Meeting Minutes (Coincide With 13.6 When Possible)			12	12								24	\$3,720.00
13.080. Final Walkthrough and Punchlist Review		4	4									8	\$1,620.00
15. Communications													
15.020. Public Meeting and Exhibits		4	4									8	\$1,620.00
Project Closeout	0	0	2	4	0	16	0	0	0	0	0	22	\$2,406.00
14. Project Closeout													
14.010. Prepare Record Drawings			2	4		16						22	\$2,406.00
Subconsulting Services													\$44,000.00
2 Geotechnical Sampling and Report													\$13,600.00
4 SUE Level A Locates (6.1-10 ft) (Estimated 4 @\$3,100/ea)													\$12,400.00
5 SUE Level B (lump sum) (ROW estimated 1000 lf)													\$18,000.00
TOTAL BASE FEE WITH HOUR BREAKDOWN	16	132	348	506	424	572	12	57	96	120	4	2287	\$353,577.00

CITY OF SCHERTZ

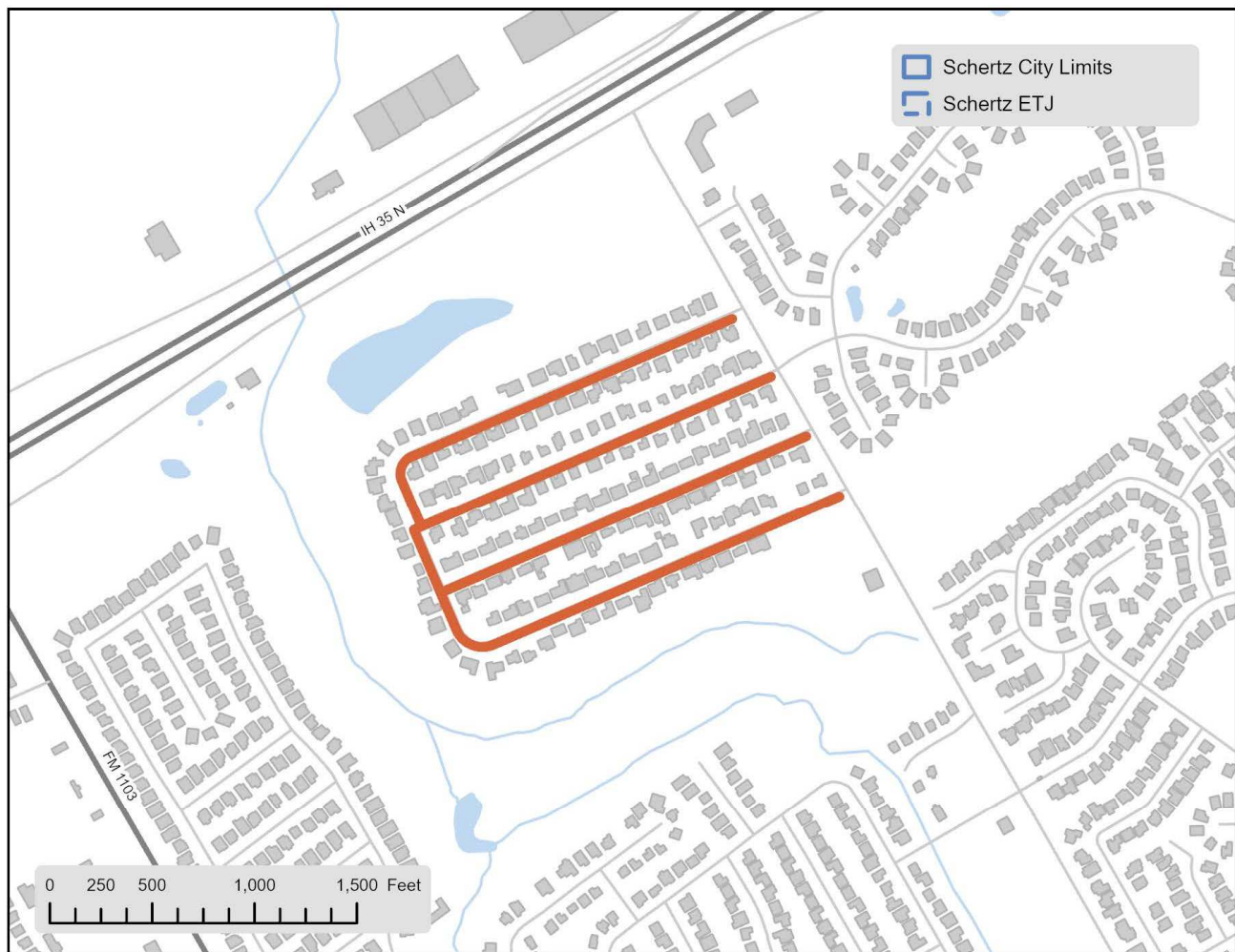
CAPITAL IMPROVEMENT PROJECT SHEET

Project Type: Water/Wastewater **Project Code:** W24

Project Title: Northcliffe Country Club Estates Water and Wastewater Main 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.



NORTHCLIFFE COUNTRY CLUB ESTATES
SUBDIVISION

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:	Water/Wastewater	Project Code:	W24
Project Title:	Northcliffe Country Club Estates Water and Wastewater Main Replacement		
Project Manager:	Engineering		
Location Description:	Northcliffe Country Club Estates Subdivision		
Project Summary:	<p>This project is the replacement of approximately 7,450 linear feet of aging 6" and 8" water distribution mains and 8" wastewater collection mains throughout the Northcliffe Country Club Estates Subdivision.</p>		

Start Date: Oct-24

Completion Date: Sep-27

**Original Project Sheet from
FY 24-25 CIP**

Project Forecast

	Prior									
	Appropriation	2023-24	2024-25	2025-26	2026-27	2027-28	2028-33	Total Cost		
Funding Source										
Bonds	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 1,600,000	\$ 4,000,000		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Funding Source	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 1,600,000	\$ 4,000,000		
Expenditure										
Land Purchase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ 400,000		
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600,000	\$ 3,600,000		
Total Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 3,600,000	\$ 4,000,000		

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:	Water/Wastewater	Project Code:	W24
Project Title:	Northcliffe Country Club Estates Water and Wastewater Main Replacement		
Project Manager:	Engineering		
Location Description:	Northcliffe Country Club Estates Subdivision		
Project Summary:	<p>This project is the replacement of approximately 7,450 linear feet of aging 6" and 8" water distribution mains and 8" wastewater collection mains throughout the Northcliffe Country Club Estates Subdivision.</p> <p style="color: red;">Project also includes rehabilitation of all streets</p>		

Start Date:	Oct-24	Summer 2025
Completion Date:	Sep-27	Fall 2026

Resolution 25-R-074
Updated Project Sheet

Project Forecast

	Prior									
	Appropriation	2023-24	2024-25	2025-26	2026-27	2027-28	2028-33	Total Cost		
Funding Source										
Water and Sewer Bonds	\$ 2,000,000	\$ -	\$ -	\$ 6,733,400	\$ -	\$ -	\$ -	\$ 8,733,400		
Street Bonds	\$ -	\$ -	\$ -	\$ 1,701,600	\$ -	\$ -	\$ -	\$ 1,701,600		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Funding Source	\$ 2,000,000	\$ -	\$ -	\$ 8,435,000	\$ -	\$ -	\$ -	\$ 10,435,000		
Expenditure										
Land Purchase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Professional Services	\$ -	\$ -	\$ 533,400	\$ 101,600	\$ -	\$ -	\$ -	\$ 635,000		
Construction	\$ -	\$ -	\$ -	\$ 9,800,000	\$ -	\$ -	\$ -	\$ 9,800,000		
Total Expenditure	\$ -	\$ -	\$ 533,400	\$ 9,901,600	\$ -	\$ -	\$ -	\$ 10,435,000		

Shortfall in funding being reallocated from IH 35 Dedicated Water Transmission Main and 2026 SPAM to fully fund this project.

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:	Water	Project Code:	W22
Project Title:	IH 35 Dedicated Water Transmission Main		
Project Manager:			
Location Description:	East Live Oak Water Plant to IH 35 Elevated Water Tank		
Project Summary:	<p>The project includes construction of a 24-inch dedicated water transmission main connecting the Live Oak Tank to the IH 35 Tank at Holly Lane. The main is needed to relieve pressure on the distribution network and provide a more reliable transmission of water between the two facilities.</p>		
Start Date:	Jul-20		
Completion Date:	Dec-26	TBD	

Project Forecast

	Prior									
	Appropriation	2023-24	2024-25	2025-26	2026-27	2027-28	2028-33	Total Cost		
Funding Source										
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		
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		

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

Resolution 25-R-062

\$120k reassigned to Schertz Pkwy 16" Transmission Main Prof. Services budget
 \$675k reassigned to Schertz Pkwy 16" Transmission Main Construction budget

Resolution 25-R-074

\$6,301,600 reassigned to Northcliffe Country Club Estates Water and Wastewater Replacement Construction Budget

CITY OF SCHERTZ

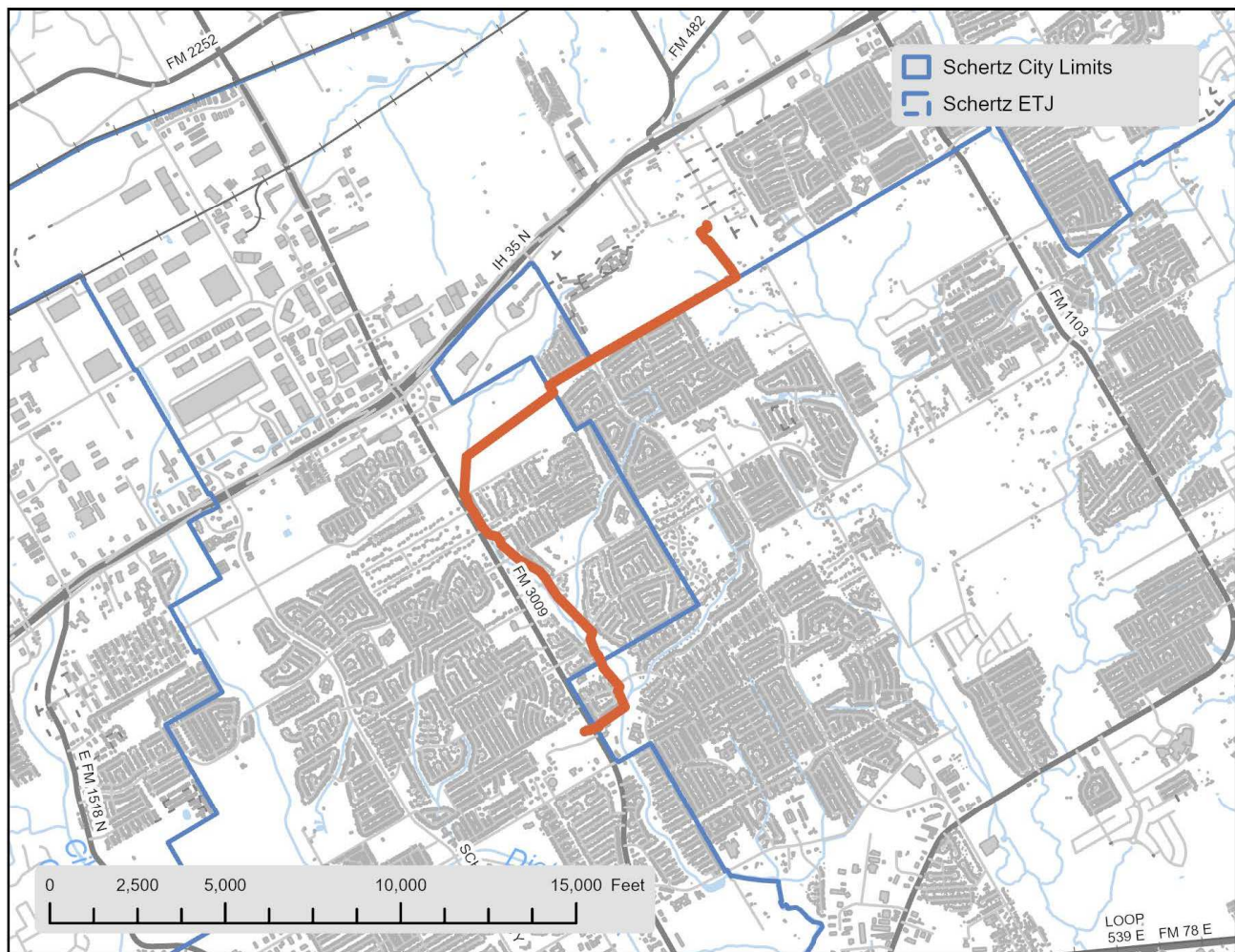
CAPITAL IMPROVEMENT PROJECT SHEET

Project Type: Project Code:

Project Title:

Location:

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



IH 35 DEDICATED TRANSMISSION MAIN

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CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:	Transportation	Project Code:	
Project Title:	2026 SPAM Projects		
Project Manager:	Engineering		
Location Description:	Various subdivisions and streets in the City		
Project Summary:	<p>Some of the streets in the project area will be resurfaced, while others will be rehabilitated. The streets getting resurfaced will receive either a slurry seal or a mill and overlay, depending on the usage of the street. Lower volume local streets will get a slurry seal, while higher volume streets (collectors and arterials) like Oak Street, will receive a mill and overlay. A slurry seal is a thick layer of sand/oil mixture spread onto the surface of the street. This is to preserve the streets and increase the street's Pavement Condition Index to a high score. A mill and overlay involves grinding off part of the asphalt surface and adding a new layer of asphalt to the surface. Some of the local streets in the project are in poorer condition and require more work than just a slurry seal. Those streets will be rehabilitated. Rehabilitation is removing the existing asphalt, stabilizing the base underneath, and adding a new asphalt layer on top. Areas include: The links at Scenic Hills, Riata, and Fairway Ridge subdivisions; and Oak Street and Nell Deane streets. Specific streets to be included in modified scope to be updated with FY 25-26 CIP</p>		
Start Date:	Jan-26		
Completion Date:	Fall 2026		

Project Forecast

	Prior Appropriation	2023-24	2024-25	2025-26	2026-27	2027-28	2028-33	Total Cost
Funding Source								
Bonds	\$ -	\$ -	\$ -	\$ 3,182,000	\$ -	\$ -	\$ -	\$ 3,182,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funding Source	\$ -	\$ -	\$ -	\$ 3,182,000	\$ -	\$ -	\$ -	\$ 3,182,000
Expenditure								
Land Purchase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services	\$ -	\$ -	\$ -	\$ 318,200	\$ -	\$ -	\$ -	\$ 318,200
Construction	\$ -	\$ -	\$ -	\$ 2,863,800	\$ -	\$ -	\$ -	\$ 2,863,800
Total Expenditure	\$ -	\$ -	\$ -	\$ 3,182,000	\$ -	\$ -	\$ -	\$ 3,182,000

Resolution 25-R-074

\$1,600,000 reallocated to Northcliffe Country Club Estates Water/Wastewater and Street Rehabilitation Construction Budget

\$ 101,600 reallocated to Northcliffe Country Club Estates Water/Wastewater and Street Rehabilitation Professional Services Budget

CITY COUNCIL MEMORANDUM

City Council Meeting: June 17, 2025
Department: Engineering
Subject: Resolution 25-R-075 – Authorizing a task order agreement with Kimley-Horn and Associates, Inc. for professional engineering-related services for the design of the 2025 SPAM Resurfacing Project and updating the associated Capital Improvement Plan project sheets (B.James/K.Woodlee/J.Nowak)

BACKGROUND

This project represents a continuation of previous, annual efforts by the city to preserve existing streets in the City. Resurfacing consists of performing needed prep work and then applying a new driving surface, a slurry seal, to the streets in the project. The prep work includes limited curb and gutter repairs, base failure repairs, asphalt leveling, and crack sealing of the streets before the slurry seal is applied. The end result of these efforts is a new, smoother driving surface on the streets, while Pavement Condition Index (PCI) is reset to a high level and the service life of the street is extended.

The original project scope included not just slurry seal of streets, but also a mill and overlay (also a resurfacing project effort) of some streets. Since the original project estimate and scoping, construction costs have increased significantly. This project is also funded via Certificates of Obligation proceeds designated for streets projects. Earlier, similar street projects needed more funding to complete, which left less available budget from this funding source for this proposed project. The proposed project also uses the Outsourced Street Maintenance line item in the Public Works Budget. While the full budget amount in that line item is available for use on this project, the overall project budget has still decreased overall due to the limited available bond funds.

As a result, the project scope has been decreased to fit the available project budget. The project scope is now resurfacing of the streets in the Rio Vista, Woodbridge, and The Village subdivisions. The project also includes the Jonas Woods subdivision in order to use all the available funding to make street improvements. For the Jonas Wood subdivision, the project effort will primarily be to do all the prep work needed for resurfacing. If the available funding allows, some streets in the subdivision will also be resurfaced (receive the slurry seal). The remaining streets in the Jonas Woods subdivision will be resurfaced in the next SPAM resurfacing project.

Kimley-Horn and Associates is one of the City's on-call Engineering firms and has successfully completed the previous SPAM Resurfacing projects the City has undertaken. Because of their experience and history with the City, Staff selected them to provide the needed professional services for this project. The proposed Task Order agreement includes the project design; preparing the bid package; assisting with the bidding process; and limited construction phase services such as reviewing material submittals, reviewing pay applications, assistance resolving questions/concerns during construction, and limited site visits.

GOAL

The goal of this Resolution is to authorize execution of a Task Order Agreement for Kimley-Horn and Associates, Inc., to provide professional services including survey, engineering, preparing a bid package for the project, and providing limited construction phase services for the 2025 SPAM Resurfacing project. The Resolution also authorizes an update of the Capital Improvement Plan project sheet to allocate an updated funding amount for the professional services and project construction.

COMMUNITY BENEFIT

Resurfacing of the streets in the project will provide a new, smoother driving surface and reset the PCI scores to a high level. The new surface also increases the longevity of the streets, extending their service life. In the Jonas Woods Subdivision, as much prep work as possible will be completed and some of the streets fully resurfaced as the construction budget will allow. Completing the prep work and whatever resurfacing is possible in this subdivision will also help improve the streets PCI score and make it less costly in the future to resurface the streets.

SUMMARY OF RECOMMENDED ACTION

It is recommended that Council authorize the City Manager to execute the Task Order Agreement with Kimley-Horn and Associates for the 2025 SPAM Resurfacing project in the amount of \$179,180 and a not to exceed amount of \$197,000.

FISCAL IMPACT

Certificates of Obligation were previously sold to provide funding for street projects such as this one. The funding allocated to this project was based on an earlier estimated cost. The funding available for this project shrunk as earlier projects needed more funding to fully complete them. In order to replace some of the “lost” funding, the project will use the Outsourced Street Maintenance line item in the Public Works General Fund budget to supplement the available bond funds for the project.

The funding breakdown for the project is as follows:

Funding Source	Amount
Street Bonds	\$632,231.00
General Fund	\$650,000.00
Total:	\$1,282,231.00

	Budget Amount
Project Design	\$197,000.00
Construction	\$1,085,231.00
Total:	\$1,282,231.00

RECOMMENDATION

Approve Resolution 25-R-075.

Attachments

Resolution 25-R-075 with attachments

RESOLUTION 25-R-075

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A TASK ORDER AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING-RELATED SERVICES FOR THE DESIGN OF THE 2025 SPAM RESURFACING PROJECT, AND UPDATING THE ASSOCIATED CAPITAL IMPROVEMENT PLAN PROJECT SHEETS

WHEREAS, the City of Schertz has determined that it requires professional engineering-related services for the design of the 2025 SPAM Resurfacing Project; and

WHEREAS, Kimley-Horn and Associates, Inc. is an approved on-call engineering firm for the City of Schertz; and

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Kimley-Horn and Associates, Inc. for professional engineering-related services for the design of the 2025 SPAM Resurfacing Project.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Task Order Agreement with Kimley-Horn and Associates, Inc. in substantially the form set forth as Exhibit A in the amount of \$179,180, and a total not-to-exceed amount of \$197,000.

Section 2. The City Council hereby amends the Comprehensive Capital Improvement Plan Project Sheet for the project to reflect updated funding sources, an increased amount for professional services, and an update of the budget for construction.

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

TASK ORDER NO. [06]

This is Task Order No. [06],
consisting of 17 pages.

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

1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	City of Schertz, TX
c.	Engineer:	Kimley-Horn and Associates, Inc.
d.	Specific Project (title)	2025 SPAM Resurfacing Project
e.	Specific Project (description):	The work planned for this task order is associated with the City's Street Preservation & Maintenance (SPAM) Program and will include the development of the construction contract for proposed slurry seal improvements for several neighborhood streets. In total, Kimley-Horn will assess approximately 33 streets, identify pavement and concrete flatwork repairs to improve street functionality, develop overall slurry seal quantities and construction cost estimates per street, prepare limited construction drawings and contract documents, assist the City with project advertisement and Contractor selection, and provide construction phase services.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	Primary task order for this project N/A N/A

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:	2025 SPAM Resurfacing Project
Type and Size of Facility:	Existing neighborhood streets
Description of Improvements:	Apply slurry seal to existing roadways. Reference scope and fee proposal dated May 16, 2025 for additional improvement information
Expected Construction Start:	October 2025
Prior Studies, Reports, Plans:	N/A
Facility Location(s):	Rio Vista, Woodbridge, Jonas Wood, and The Village neighborhoods
Current Specific Project Budget:	\$943K (Design and Construction)
Funding Sources:	Unknown
Known Design Standards:	City of Schertz, supplemented by Texas Department of Transportation and City of San Antonio
Known Specific Project Limitations:	Intent is to apply slurry seal to roadways within neighborhoods listed above. Pavement and flatwork improvements will include limited horizontal and no vertical design. Reference scope and fee proposal dated May 16, 2025 for additional items
Specific Project Assumptions:	Reference scope and fee proposal dated May 16, 2025 for additional items
Other Pertinent Information:	Reference scope and fee proposal dated May 16, 2025 for additional items

Task Order.

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Page 2 of 6

3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
- ☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. **[Reference scope and fee proposal dated May 16, 2025 for detailed scope of base and supplemental services.]**
- B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services: **[RPR services excluded from scope of work]**
1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

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

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **[Reference scope and fee proposal dated May 16, 2025.]**

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Also, Reference scope and fee proposal dated May 16, 2025.]**
- Field Evaluation and Initial OPCC Development – 60 calendar days
 - Develop 70% Preservation Plans and Contract Documents – 30 calendar days
 - Finalize Construction Drawings & Contract Documents – 15 calendar days
 - Bid Phase and Contract Award – 60 calendar days
 - Construction Phase – Estimated 6 months

Task Order.

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7. ENGINEER'S COMPENSATION

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

Task	Description of Service	Amount	Basis of Compensation
	Street Preservation Projects		
	BASIC SERVICES		
1	Project Management	\$ 17,070.00	[Lump Sum]
2	Field Evaluation and Initial OPCC Development	\$ 72,720.00	[Lump Sum]
3	Street Preservation Plans (70% Design)	\$ 39,350.00	[Lump Sum]
4	Final Plans, Contract Documents and Bid Phase Services	\$ 20,640.00	[Lump Sum]
5	Construction Phase Services	\$ 27,400.00	[Lump Sum]
6	Reimbursable Project Expenses	\$ 2,000.00	[Lump Sum]
	Total (Basic Services)	\$ 179,180.00	
	TOTAL COMPENSATION	\$ 179,180.00	

*Based on a [10]-month continuous design and construction period.

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

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

- A. [None]

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order—Engineer's scope and fee proposal dated May 16, 2025

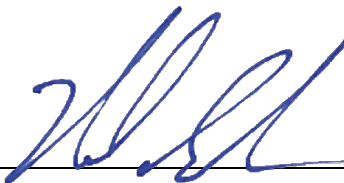
Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

ENGINEER:

By:

By:



Print Name:

Print Name:

Nicholas F. Holscher, P.E.

Title:

Title:

Vice President

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

TBPE Firm No. 928

State of:

Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John Nowak, PE

Name: Stephen Aniol, PE

Title: Assistant City Engineer

Title:

Sr. Project Manager

Address: 11 Commercial Place
Schertz, TX 78154

Address: 10101 Reunion Place, Suite 400
San Antonio, TX 78216

Task Order.

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E-Mail jnowak@schertz.com
Address: _____

E-Mail Stephen.aniol@kimley-horn.com
Address: _____

Phone: 210-619-1825

Phone: 210-321-3404

Date: _____

Date: May 23, 2025

Task Order.

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May 16, 2025

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

**RE: 2025 Roadway Improvements – SPAM Resurfacing Projects
 Scope and Fee Proposal**

Dear Mr. Nowak:

Kimley-Horn is pleased to submit this scope and fee proposal for professional services for the 2025 Roadway Improvements project, which consists of street resurfacing projects associated with the Street Preservation & Maintenance (SPAM) Program in Rio Vista, Woodbridge, Jonas Wood and The Village neighborhoods. This task order will be performed consistent with the terms and conditions of the On-Call Engineering Services fully executed on March 6, 2025. Our project understanding, scope of services, schedule and fee are presented below.

PROJECT UNDERSTANDING

Per correspondence between the City and Kimley-Horn, the goal of this project is to use slurry seal to resurface several streets within the City. There are currently 33 confirmed streets planned for slurry seal in the Rio Vista, Woodbridge, The Village, and Jonas Wood neighborhoods, totaling almost 30,000 linear feet or over 5.5 miles. This project will be bid utilizing the Request for Competitive Sealed Proposal (RFCSP) contract method. Kimley-Horn will provide bidding and construction phase administration services to assist the City with overall project support.

SCOPE OF SERVICES

The slurry seal application will be utilized for street preservation and will include the completion of necessary structural pavement repairs (base repairs) in advance of placement of the seal application. Based on previous experience with street preservation projects and the current condition of streets included in this program, Kimley-Horn anticipates some flatwork (concrete curb, sidewalks, and driveways) will require replacement.

Kimley-Horn will complete site visits for all streets to document existing conditions, verify suitability for the use of slurry seal, and obtain field measurements for pavement repairs and flatwork removal/replacement limits. These measurements will be utilized to populate approximate construction cost estimates and develop aerial based schematic drawings to illustrate proposed improvements. Improvements shown on schematics will be approximate with dimensions listed and will provide a general idea of the proposed location. The contractor will be responsible for confirming actual locations with Engineer and City PM prior to construction.

The following tasks outline the detailed scope of services to be completed by Kimley-Horn for this project. Also attached to this proposal is a project work plan that details the tasks to be performed and the expected level of effort.

Task 1: Project Management

1. Daily project management/design team coordination
2. Monthly financials and project invoicing, based on an estimated 10-month project schedule
3. Internal project kickoff meeting
4. General coordination with City Project Manager

Task 2: Field Evaluation and Initial OPCC Development

1. Conduct field evaluation of 33 streets to document existing conditions and obtain field measurements of needed pavement repairs
2. Download site visit photos & documentation
3. Prepare quantity takeoffs for each street to assist with budgeting purposes
4. Develop Opinion of Probable Construction Cost (OPCC) for each street
5. Develop pavement repair exhibits
 - Exhibits will be aerial schematic based at 11" x 17" plan and 1" to 50' scale. Pavement repair and necessary flatwork replacement limits and dimensions will be included.
6. QA/QC repair areas and OPCC for each street
7. Prepare submittal package of draft repair exhibits and OPCCs and submit to City
8. Conduct site visits with City Project Manager to review recommended pavement and concrete repairs

Task 3: Street Preservation Plans (70% Design)

1. Conduct site visits to finalize repair areas. Will include review of City comments.
2. Finalize schematic exhibits for pavement and concrete repairs
3. Finalize quantities and OPCC for each street
4. Develop cover sheet/index of sheets
5. Develop general and supplemental notes sheets for preservation projects
 - The intent of this task is to utilize notes completed under the 2024 SPAM Resurfacing Projects and make minor adjustments to fit this proposed contract.
6. Develop master quantity summary sheet
7. Develop subdivision street list and location sheets (4 subdivisions)
8. Develop individual subdivision quantity summary sheets (4 subdivisions)
9. Develop base repair details and sheets
10. Incorporate relevant construction details and standards
11. Internal QC/QA 70% submittal
12. Prepare 70% submittal package to include plans and specifications and submit to the City for review

Task 4: Final Plans and Bid Phase Services

1. Finalize plans and specifications addressing the City's final comments
 - It is assumed that comments will be limited to the general notes, subdivision maps, quantity sheets and construction standards. Pavement repair schematics and quantities will be finalized at the conclusion of the 70% design phase
2. Coordinate with Purchasing Department for contract development
3. Prepare table of contents and invitation to bidders document
4. Prepare bid schedule
5. Prepare supplement conditions (includes governing specs, special specs, supplemental specs & special provisions)

6. Prepare Owner and Contractor agreement
7. Assemble contract documents & specifications
8. Assist City with project advertising
9. Prepare agenda and attend pre-bid meeting
10. Prepare pre-bid meeting notes
11. Prepare and issue addenda
12. Attend bid opening
13. Review Contractor qualifications and evaluate submitted bids
14. Prepare bid tabulation and low bid comparison with Engineer's OPCC
15. Assist City with bid negotiations as needed
16. Prepare contract award recommendation letter

Task 5: Construction Phase Services

1. Attend pre-construction meeting
2. Material submittal reviews
3. Mark pavement repairs
4. Conduct construction site visits (est. 6 months, two x monthly)
5. Review and respond to Contractor change order proposal (est. 2 proposals)

Task 6: Reimbursable Project Expenses

1. Field review & design/construction site visits*
2. Marking paint and measuring equipment (design phase)

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

ASSUMPTIONS AND EXCLUSIONS

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

ASSUMPTIONS

- TxDOT permits will not be required for this project.
- Contractor will provide necessary SWPPP and TCP design drawings, if required by a permitting agency
- Material testing and inspection services will be completed by the City.
- A total project schedule of 10 months is anticipated, inclusive of a 6-month construction schedule.
- RFI responses for preservation operations will be coordinated during bi-weekly site visits.
- Repair areas for preservation schematics will be finalized during the 70% design phase.

EXCLUSIONS

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

- Data collection
- Detailed design drawings. It is assumed that any necessary repairs will be coordinated with the City and the Contractor during construction. In the event substantial repairs are required, Kimley-Horn will notify the City for further direction.
- Design milestones in addition to what is proposed for this project
- Additional round of comments to what is specified.

- Monthly project meetings during construction phase
- Attend substantial completion walk & issue punch list.
- Attend final completion walk & issue Notice of Acceptability of Work.
- Resident Project Representative (RPR)
- Any other services not listed in the basic scope of services or project work plan.

Relating to construction phase services, Kimley-Horn will make site visits in accordance with proposed basic scope of work to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents. Kimley-Horn will keep the City informed of the general progress of the work.

Additionally, Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

SCHEDULE

Upon approval by the City staff and Council, Kimley-Horn will prepare and submit a design schedule with an emphasis on the City's desirable construction period. Kimley-Horn will also coordinate with the City to determine an approximate bid date. Kimley-Horn estimates the total duration for field effort and completion of design phase to be approximately 4 months.

Construction phase services proposed are based on durations identified in the Assumptions section above. Per previous coordination with the City, daily coordination with the Contractor will be handled internally by City staff, so the expected services Kimley-Horn will provide during the construction phase are limited to the scope outlined above. Should construction exceed the identified durations due to conditions beyond our control, Kimley-Horn will coordinate with the City to develop a path forward and submit any necessary additional service proposals to continue to support the City during the construction phase.

FEE AND BILLING

In accordance with the below fee summary table, Kimley-Horn will perform the above outlined scope of services, including project expenses, for a lump sum fee not to exceed **\$179,180**. As noted above, a project work plan is included with this proposal, documenting the proposed tasks to be completed and the planned level of effort.

Task	Description of Service	Amount	Basis of Compensation
	Street Preservation Projects		
	BASIC SERVICES		
1	Project Management	\$ 17,070.00	[Lump Sum]
2	Field Evaluation and Initial OPCC Development	\$ 72,720.00	[Lump Sum]
3	Street Preservation Plans (70% Design)	\$ 39,350.00	[Lump Sum]
4	Final Plans, Contract Documents and Bid Phase Services	\$ 20,640.00	[Lump Sum]
5	Construction Phase Services	\$ 27,400.00	[Lump Sum]
6	Reimbursable Project Expenses	\$ 2,000.00	[Lump Sum]
	Total (Basic Services)	\$ 179,180.00	
	TOTAL COMPENSATION	\$ 179,180.00	

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

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE# 928



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

Attachments

- 1 – Project Work Plan
- 2 – Project Location Maps

Cc: Chance Dyess, PE

CITY OF SCHERTZ

Fee/Price Proposal Breakdown for Professional Services

	Project Name:	2025 Roadway Improvements - SPAM Resurfacing Projects
	Design Firm:	
	Date Proposal Submitted:	
	City of Schertz Project Manager:	
	Kimley-Horn Project Manager:	
		Kimley-Horn and Associates, Inc.
		5/16/2025
		John Nowak, PE
		Chance Dyess, PE / Stephen Aniol, PE

	Position/Personnel Title	QA/QC Manager	Project Manager	Civil Engineer	Staff Engineer II	Design Technician	Accountant	Admin		Consultant Fee Total
	Contract Approved Rates	\$ 305.00	\$ 230.00	\$ 190.00	\$ 150.00	\$ 105.00	\$ 150.00	\$ 115.00		
	Task to be performed/Phase Description (including Sub-consultant work)								Total Hours	
	BASIC SERVICES									
1	Project Management	17	38	1	9	1	10	0	76	\$ 17,070.00
1.1	Daily Project Management/Design Team Coordination	8	12						20	\$ 5,200.00
1.2	Monthly Financials and Project Invoicing (Est. 10 Months)		10		8		10		28	\$ 5,000.00
1.3	Internal Project Kickoff Meeting	1	4	1	1	1			8	\$ 1,670.00
1.4	General Coordination with City Project Manager	8	12						20	\$ 5,200.00
2	Field Evaluation and Initial OPCC Development	38	52	60	172	114	0	0	436	\$ 72,720.00
2.1	Site Visits to Review Streets (33 Preservation Streets)	6	16	60	60	32			174	\$ 29,270.00
2.2	Download Site Visit Photos & Documentation				16				16	\$ 2,400.00
2.3	Quantity Takeoff per Street		12		40				52	\$ 8,760.00
2.4	Develop OPCC per Street	2	4		20				26	\$ 4,530.00
2.5	Develop Pavement Repair Exhibits	2	10		24	80			116	\$ 14,910.00
2.6	QA/QC Repair Areas and OPCC per Street	24							24	\$ 7,320.00
2.7	Draft Repair Exhibits and OPCCs Submittal to City		2		4	2			8	\$ 1,270.00
2.8	Site Visits with City Project Manager to Review Repairs	4	8		8				20	\$ 4,260.00
3	Street Preservation Plans (70% Design)	16	30	30	94	74	0	0	244	\$ 39,350.00
3.1	Finalize Repair Areas per City Comments (Site Visits)	6	8	30	30				74	\$ 13,870.00
3.2	Finalize Pavement Repair Exhibits		4		10	24			38	\$ 4,940.00
3.3	Finalize Quantities and OPCC per Street		8		32				40	\$ 6,640.00
3.4	Develop Cover Sheet/Index of Sheets				1	3			4	\$ 465.00
3.5	Develop General and Supplemental Notes Sheets for Preservation Projects	1	2		6	8			17	\$ 2,505.00
3.6	Develop Master Quantity Summary Sheet				1	1			2	\$ 255.00
3.7	Develop Subdivision Street List and Location Sheets (4 Subdivisions)		2		4	16			22	\$ 2,740.00
3.8	Develop Individual Subdivision Quantity Summary Sheets (4 Subdivisions)		2			10			12	\$ 1,510.00
3.9	Develop Base Repair Details and Sheets		1		4	6			11	\$ 1,460.00
3.10	Incorporate Relevant Construction Details and Standards		1		2	2			5	\$ 740.00
3.11	QC/QA 70% Submittal	8							8	\$ 2,440.00
3.12	70% Submittal	1	2		4	4			11	\$ 1,785.00
4	Final Plans, Contract Documents and Bid Phase Services	8	34	0	58	16	0	16	132	\$ 20,640.00
4.1	Finalize Plans and Specs	2	4		16	16			38	\$ 5,610.00
4.2	Coordination with Purchasing Department for Contract Development		2						2	\$ 460.00
4.3	Prepare Table of Contents and Invitation to Bidders Document		1		4				5	\$ 830.00
4.4	Prepare Bid Schedule		2		6				8	\$ 1,360.00

ATTACHMENT 1 PROJECT WORK PLAN

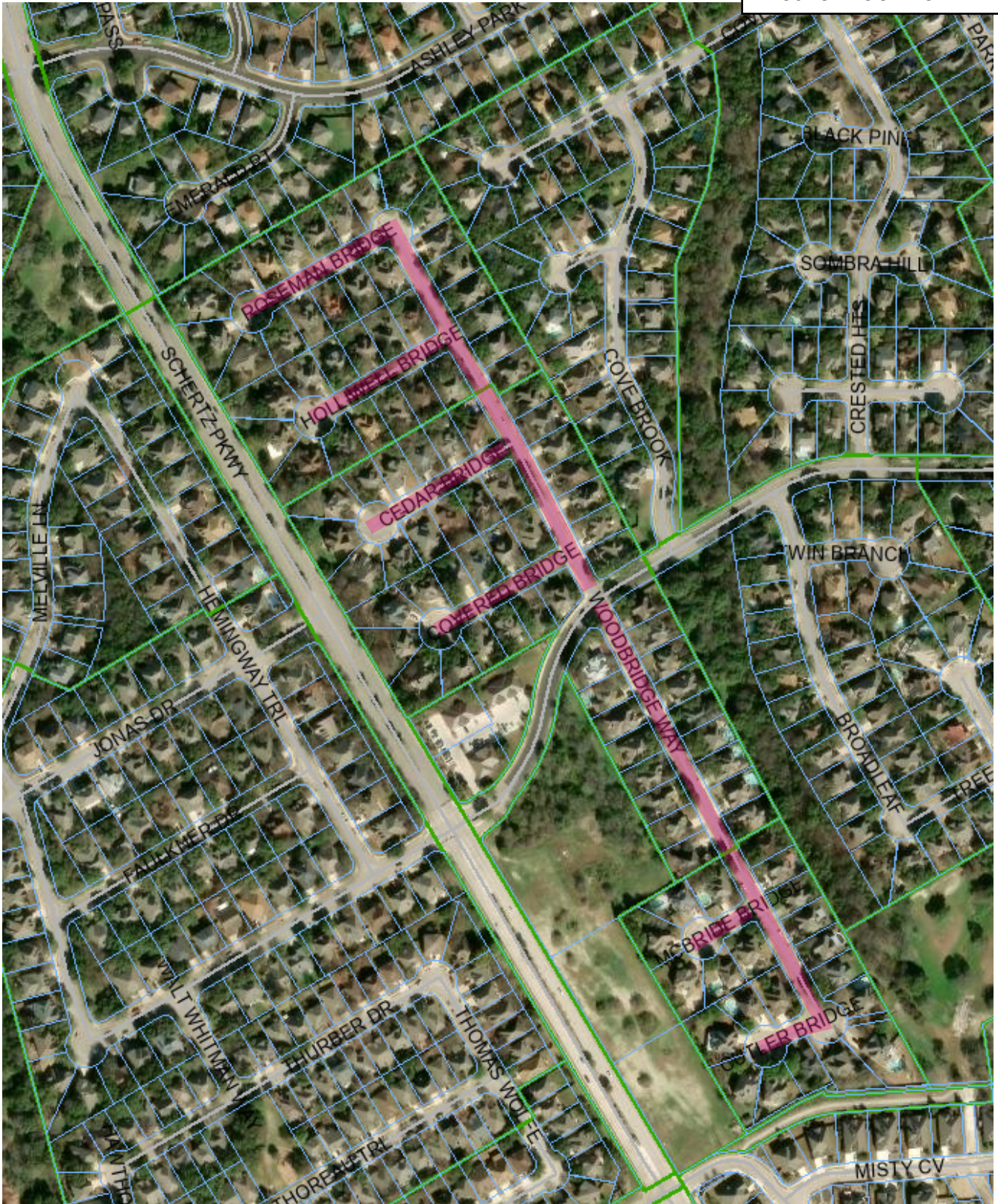
Fee/Price Proposal Breakdown for Professional Services

	Project Name:	2025 Roadway Improvements - SPAM Resurfacing Projects	
	Design Firm:		Kimley-Horn and Associates, Inc.
	Date Proposal Submitted:		5/16/2025
	City of Schertz Project Manager:		John Nowak, PE
	Kimley-Horn Project Manager:		Chance Dyess, PE / Stephen Aniol, PE

[illegible]

Rio Vista





The Village



ATTACHMENT 2
PROJECT LOCATION MAP



CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:	Transportation	Project Code:	
Project Title:	2025 SPAM Projects		
Project Manager:	Engineering		
Location Description:	Various subdivisions and streets in the City		

Project Summary:

Some of the streets in the project area will be resurfaced, while others will be rehabilitated. The streets getting resurfaced will receive either a slurry seal or a mill and overlay, depending on the usage of the street. Lower volume local streets will get a slurry seal, while higher volume streets (collectors and arterials) like Bell North and Wiederstein Rd between Schertz Parkway and FM 3009, will receive a mill and overlay. A slurry seal is a thick layer of sand/oil mixture spread onto the surface of the street. This is to preserve the streets and increase the street's Pavement Condition Index to a high score. A mill and overlay involves grinding off part of the asphalt surface and adding a new layer of asphalt to the surface. Some of the local streets in the project are in poorer condition and require more work than just a slurry seal. Those streets will be rehabilitated. Rehabilitation is removing the existing asphalt, stabilizing the base underneath, and adding a new asphalt layer on top. Areas include: Rio Vists, The Village, Jonas Woods, Woodbridge, and Woodland Oaks subdivisions; Verde Enterprise Parkway, Mid Cities Parkway, Corridor Loop Road, Bell North, Baugh Lane, Four Oaks Lane, and Wiederstein Road (Schertz Parkway to FM

Start Date:	Spring 2025
Completion Date:	Fall 2025

Original Project Sheet from
FY 24-25 CIP

Project Forecast

	Prior											
	Appropriation	2023-24	2024-25	2025-26	2026-27	2027-28	2028-33	Total Cost				
Funding Source												
Bonds	\$ -	\$ -	\$ 3,962,000	\$ -	\$ -	\$ -	\$ -	\$ 3,962,000				
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Total Funding Source	\$ -	\$ -	\$ 3,962,000	\$ -	\$ -	\$ -	\$ -	\$ 3,962,000				
Expenditure												
Land Purchase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Professional Services	\$ -	\$ -	\$ 396,200	\$ -	\$ -	\$ -	\$ -	\$ 396,200				
Construction	\$ -	\$ -	\$ 3,565,800	\$ -	\$ -	\$ -	\$ -	\$ 3,565,800				
Total Expenditure	\$ -	\$ -	\$ 3,962,000	\$ -	\$ -	\$ -	\$ -	\$ 3,962,000				

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:	Transportation	Project Code:	
Project Title:	2025 SPAM Projects Resurfacing		
Project Manager:	Engineering		
Location Description:	Various subdivisions and streets in the City		
Project Summary:	<p style="color: red; margin: 0;">Application of a slurry seal to the surface of various streets. A slurry seal is a thick layer of sand/oil mixture spread onto the surface of the street. This is to preserve the streets and increase the street's Pavement Condition Index to a high score. Areas include Rio Vista, The Village, and Woodbridge Subdivisions. Jonas Woods is also in the project and will have prep work done and possibly some slurry seal as the budget allows (to be determined after bidding).</p>		

Start Date:	Spring 2025	Summer 2025
Completion Date:	Fall 2025	Spring 2026

Resolution 25-R-072
Updated Project Sheet

Project Forecast

	Prior											
	Appropriation	2023-24	2024-25	2025-26	2026-27	2027-28	2028-33	Total Cost				
Funding Source												
Street Bonds	\$ -	\$ -	\$ 632,231	\$ -	\$ -	\$ -	\$ -	\$ 632,231				
General Fund	\$ -	\$ -	\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ 650,000				
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Total Funding Source	\$ -	\$ -	\$ 1,282,231	\$ -	\$ -	\$ -	\$ -	\$ 1,282,231				
Expenditure												
Land Purchase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Professional Services	\$ -	\$ -	\$ 197,000	\$ -	\$ -	\$ -	\$ -	\$ 197,000				
Construction	\$ -	\$ -	\$ 1,085,231	\$ -	\$ -	\$ -	\$ -	\$ 1,085,231				
Total Expenditure	\$ -	\$ -	\$ 1,282,231	\$ -	\$ -	\$ -	\$ -	\$ 1,282,231				

The remainder of original funding for this 2025 SPAM project was previously reallocated to other projects.

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

Project Type: Project Code:

Project Title:

Location:

Original Project Sheet from
FY 24-25 CIP

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.



REST OF SPAM 2025

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

Project Type: Project Code:

Project Title:

Location:

Resolution 25-R-072
Updated Project Sheet

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.



REST OF SPAM 2025

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

Streets removed from project will be added to a future SPAM project.

CITY COUNCIL MEMORANDUM

City Council Meeting: June 17, 2025
Department: Engineering
Subject: Resolution 25-R-076 – Authorizing a task order agreement with Kimley-Horn and Associates, Inc. for professional engineering-related services for the design of the western portion of the Kramer Farm Subdivision Rehabilitation Project (B. James/K. Woodlee/J. Nowak)

BACKGROUND

The streets in the Kramer Farm Subdivision have deteriorated and require some construction effort to restore them to a high Pavement Condition Index (PCI) score condition. Initially, the streets in the subdivision were evaluated to be part of the City's annual SPAM Resurfacing project effort. The streets have a high amount of pavement settlement and base failures, which means they require a little more effort than just resurfacing to restore them to a high PCI condition. Instead of resurfacing, the streets are candidates for rehabilitation. Rehabilitation consists of limited curb and gutter repairs; removing the existing pavement; stabilizing the remaining base material by adding cement to it; and placing a new layer of pavement on the stabilized base.

The original project scope included all of the streets in the subdivision and based on an earlier cost estimate, the project was placed and funded in the Capital Improvement Plan for FY 24-25. Since the original project estimate was done, construction costs have increased sharply. The budgeted amount for the project is not sufficient to do all of the streets in the subdivision. As part of Staff's ongoing evaluation and adjustment of Capital Improvement Projects to stay within approved budgets, the project scope was reduced to the western half of the subdivision. Staff anticipates completing the eastern half of the subdivision in a future rehabilitation project effort as the Capital Improvement Plan is comprehensively updated.

The western half of the subdivision was selected as the first project effort in the subdivision primarily due to the arrangement of the streets in the subdivision and the surrounding streets. By completing the western half first, the eastern half can be completed without the construction traffic needing to drive on the newly rehabilitated streets.

Kimley-Horn and Associates, Inc. is one of the City's on-call Engineering firms. Kimley-Horn has previously performed the professional services for the previous SPAM projects and the most recent street rehabilitation project. The proposed Task Order Agreement covers the project design; creating the bid package; assisting the city with the bidding process; and limited construction phase services, such as material submittal reviews, pay application reviews, assisting with questions/concerns during construction, and some regular site visits.

GOAL

The goal of this Resolution is to authorize execution of a Task Order Agreement for Kimley-Horn and Associates, Inc. to provide professional services including survey, engineering, preparing a bid package for the project, and provide limited construction phase services for the rehabilitation of streets in the western half of the Kramer Farm Subdivision. The streets being rehabilitated include Red Barn Run; Wagon Wheel; Tractor Pass; Rooster Run from Red Barn Run to Randolph; and Planters Pass between Red Barn Run and Tractor Pass. The Resolution also authorizes an update of the Capital Improvement Plan project sheet to allocate an updated funding amount for the professional services.

COMMUNITY BENEFIT

Rehabilitation of the streets in the western half of the subdivision will provide a new, smoother driving surface. The new pavement with the stabilized base material will also increase the overall strength of the pavement section on the streets, increasing their durability, and restoring the PCI scores to a high level.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that Council authorize the City Manager to execute the Task Order Agreement with Kimley-Horn and Associates for the Kramer Farm Subdivision Rehabilitation project in the amount of \$173,000 and a not to exceed amount of \$191,000.

FISCAL IMPACT

Certificates of Obligation were previously sold to provide funding for street projects such as this one. The funding allocated to this project was based on an earlier cost estimate and the project scope was modified in order to fit the available construction budget. The professional services costs are slightly higher than originally estimated for the project.

The recently completed 2024 SPAM Resurfacing project did not cost as much as anticipated. There were savings in some of the bid items due to an over-estimation of needed quantities and none of the project contingency was needed to construct the project. Therefore, some of the excess funding (part of the same Certificates of Obligation proceeds for street projects) from this project can be used to fund the increased professional services costs, while keeping the same budgeted amount available for construction. \$51,500 of excess 2024 SPAM Resurfacing funding will be used to fully fund the not to exceed amount for this Task Order Agreement.

RECOMMENDATION

Approve Resolution 25-R-076.

Attachments

Resolution 25-R-076 w attachment

RESOLUTION 25-R-076

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A TASK ORDER AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING-RELATED SERVICES FOR THE DESIGN OF THE WESTERN PORTION OF THE KRAMER FARM SUBDIVISION REHABILITATION PROJECT, AND UPDATING THE ASSOCIATED CAPITAL IMPROVEMENT PLAN PROJECT SHEETS

WHEREAS, the City of Schertz has determined that it requires professional engineering-related services for the design of the Kramer Farm Subdivision Rehabilitation Project; and

WHEREAS, Kimley-Horn and Associates, Inc. is an approved on-call engineering firm for the City of Schertz; and

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Kimley-Horn and Associates, Inc. for professional engineering-related services for the design of the Kramer Farm Subdivision Rehabilitation Project.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Task Order Agreement with Kimley-Horn and Associates, Inc. in substantially the form set forth as Exhibit A in the amount of \$173,350, and a total not-to-exceed amount of \$191,000.

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

TASK ORDER NO. [05]

This is Task Order No. [05],
consisting of 20 pages.

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

1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	City of Schertz, TX
c.	Engineer:	Kimley-Horn and Associates, Inc.
d.	Specific Project (title)	2025 SPAM Rehabilitation Project
e.	Specific Project (description):	The work planned for this task order is associated with the City's Street Preservation & Maintenance (SPAM) Program and will include the development of the construction contract for street rehabilitation projects. In total, Kimley-Horn will assess approximately 7 streets, identify pavement and concrete flatwork repairs to improve street functionality, develop overall rehabilitation quantities and construction cost estimates per street, prepare limited construction drawings and contract documents, assist the City with project advertisement and Contractor selection, and provide construction phase services.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	Primary task order for this project N/A N/A

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:	2025 SPAM Rehabilitation Project
Type and Size of Facility:	Existing neighborhood streets
Description of Improvements:	Rehabilitate existing roadways including Red Barn Run, Wagon Wheel, Tractor Pass, Planters Pass, Rooster Run, Cotton Patch, and Silo Street.
Expected Construction Start:	December 2025
Prior Studies, Reports, Plans:	N/A
Facility Location(s):	Kramer Farms subdivision
Current Specific Project Budget:	\$1.4M (Design and Construction)
Funding Sources:	Unknown
Known Design Standards:	City of Schertz, supplemented by Texas Department of Transportation and City of San Antonio
Known Specific Project Limitations:	Intent is to rehabilitate most roadways within subdivision. Rehabilitation limits will include limited horizontal and no vertical design. Reference scope and fee proposal dated May 16, 2025 for additional items
Specific Project Assumptions:	Reference scope and fee proposal dated May 16, 2025 for additional items
Other Pertinent Information:	Reference scope and fee proposal dated May 16, 2025 for additional items

3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
- ☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. **[Reference scope and fee proposal dated May 16, 2025 for detailed scope of base and supplemental services.]**
- B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services: **[RPR services excluded from scope of work]**
1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

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

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **[Reference scope and fee proposal dated May 16, 2025.]**

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Also, Reference scope and fee proposal dated May 16, 2025.]**
- Field Evaluation, Initial OPCC Development, and Data Collection – 60 calendar days
 - Develop 70% Plans and Construction Documents – 30 calendar days
 - Finalize Construction Drawings & Contract Documents – 15 calendar days
 - Bid Phase and Contract Award – 60 calendar days
 - Construction Phase – Estimated 6 months

Task Order.

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Page 3 of 6

7. ENGINEER'S COMPENSATION

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

Task	Description of Service	Amount	Basis of Compensation
	Street Rehabilitation Projects		
	BASIC SERVICES		
1	Project Management	\$ 13,910.00	[Lump Sum]
2	Geotechnical Engineering Services	\$ 42,700.00	[Lump Sum]
3	Field Evaluation and Initial OPCC Development	\$ 51,820.00	[Lump Sum]
4	Street Rehabilitation Plans (70% Design)	\$ 24,870.00	[Lump Sum]
5	Final Plans and Specifications, Bid Phase Services	\$ 18,340.00	[Lump Sum]
6	Construction Phase Services	\$ 20,960.00	[Lump Sum]
7	Reimbursable Project Expenses	\$ 750.00	[Lump Sum]
	Total (Basic Services)	\$ 173,350.00	
	TOTAL COMPENSATION	\$ 173,350.00	

*Based on a [10]-month continuous design and construction period.

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

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

- A. [HVJ South Central Texas M&J, Inc. – Geotechnical Engineering]

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order—Engineer's scope and fee proposal dated May 16, 2025

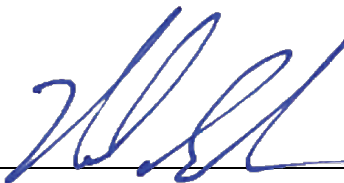
Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

ENGINEER:

By:

By:



Print Name:

Print Name:

Nicholas F. Holscher, P.E.

Title:

Title:

Vice President

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

TBPE Firm No. 928

State of:

Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

John Nowak, PE

Name:

Stephen Aniol, PE

Title:

Assistant City Engineer

Title:

Sr. Project Manager

Address:

11 Commercial Place
Schertz, TX 78154

Address:

10101 Reunion Place, Suite 400
San Antonio, TX 78216

Task Order.

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Page 5 of 6

E-Mail jnowak@schertz.com
Address: _____

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

Phone: 210-619-1825

Phone: 210-321-3404

Date: _____

Date: May 23, 2025

Task Order.

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May 16, 2025

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

**RE: 2025 Roadway Improvements – SPAM Rehabilitation Projects
Scope and Fee Proposal**

Dear Mr. Nowak:

Kimley-Horn is pleased to submit this scope and fee proposal for professional services for the 2025 Roadway Improvements project, which consists of street rehabilitation projects in the Kramer Farms neighborhood associated with the Street Preservation & Maintenance (SPAM) Program. This task order will be performed consistent with the terms and conditions of the On-Call Engineering Services contract fully executed on March 6, 2025. Our project understanding, scope of services, schedule and fee are presented below.

PROJECT UNDERSTANDING

Per correspondence between the City and Kimley-Horn, the goal of this project is to rehabilitate the existing pavement section for each street using either cement or asphalt emulsion. There are currently 7 confirmed streets planned for street rehabilitation in the Kramer Farms neighborhood (listed under Task 3 of the Scope of Services), totaling over 6,600 linear feet or approximately 1.25 miles. The remaining streets in this neighborhood will be rehabilitated as part of a separate contract. This project will be bid utilizing the Request for Competitive Sealed Proposal (RFCSP) contract method. Kimley-Horn will provide bidding and construction phase administration services to assist the City with overall project support.

SCOPE OF SERVICES

The street rehabilitation application is utilized for streets in poor condition, beyond what base repairs, slurry seal, or microsurfacing could resolve. The existing pavement will be recycled and mixed with cement or emulsion, recompact and graded to drain, and a new surface course installed. Soil borings and pavement cores will be obtained by a geotechnical engineer as a sub-consultant to Kimley-Horn. The soil borings will identify site specific characteristics of the existing pavement and soils and confirm subgrade suitability for rehabilitation. The pavement cores will confirm the existing pavement section depth and characteristics and that there is suitable material in place to perform the necessary mixing application. The geotechnical engineer will confirm the appropriate material to mix with the existing pavement section and the ratio of material. It is assumed that either cement or emulsion will be utilized as the mixing material. Based on previous experience with street rehabilitation projects and the current condition of streets included in this neighborhood, Kimley-Horn anticipates some flatwork (concrete curb, sidewalks, and driveways) will require replacement.

Kimley-Horn will complete site visits for all streets to document existing conditions, verify suitability for rehabilitation, and obtain field measurements for pavement reconstruction and flatwork removal/replacement limits. These measurements will be utilized to populate approximate construction cost estimates and develop aerial based schematic drawings to illustrate proposed improvements.

Improvements shown in the schematics will be approximate with dimensions listed and will provide a general idea of the proposed location. The contractor will be responsible for confirming actual locations with Engineer and City PM prior to construction. A limited set of construction drawings will be developed to convey project limits, repair locations, quantities and proposed improvements.

The following tasks outline the detailed scope of services to be completed by Kimley-Horn for this project. Also attached to this proposal is a project work plan that details the tasks to be performed and the expected level of effort.

Task 1: Project Management

1. Daily project management/design team coordination
2. Monthly financials and project invoicing, based on an estimated 10-month project schedule
3. Internal project kickoff meeting
4. General coordination with City project manager

Task 2: Geotechnical Engineering Services

1. Geotechnical Engineering Services (HVJ)
 - Field exploration including boring and pavement cores.
 - Ten (10) geotechnical borings
 - Twelve (12) pavement cores
 - Laboratory testing
 - Develop geotechnical engineering report
2. Subcontract management
3. Coordinate pavement boring, coring plan, and drilling operations
4. Review boring logs and draft engineering report

Task 3: Field Evaluation and Initial OPCC Development

The following streets are considered for street rehabilitation:

Street	From	To	Length (ft)
Red Barn Run	Tractor Pass	Rooster Run	1,200
Wagon Wheel	Tractor Pass	Rooster Run	1,050
Tractor Pass	Red Barn Run	Rooster Run	1,470
Planters Pass	Tractor Pass	Fields Way	220
Rooster Run	Red Barn Run	Randolph Avenue	620
Cotton Patch	Fields Way	Hitch Road	1,050
Silo Street	Fields Way	Hitch Road	1,050

*Remaining Kramer Farms streets will be rehabilitated as part of a separate contract.

1. Conduct site visits to review the existing condition of streets and identify improvements required to improve gutter line profile
 - 7 rehab streets for a total of 18 sheets at 50 scale
 - Improvements may include concrete curb, sidewalk driveway replacement, valve box and manhole adjustments, topsoil and sodding, and irrigation head adjustment
2. Download site visit photos & field work documentation
3. Prepare quantity takeoffs for each street to assist with budgeting purposes
4. Develop OPCC for each street

5. Develop plan view aerial schematics that illustrate recommended improvements
6. QA/QC schematics and OPCC for each street
7. Prepare submittal package of draft schematics and OPCCs and submit to City
8. Conduct site visits with City Project Manager to review recommended improvements

Task 4: Street Rehabilitation Plans and Contract Documents

1. Finalize schematics including addressing City comments
2. Finalize quantities and OPCC for each street
3. Develop cover sheet/index of sheets
4. Develop general and supplemental notes sheets for rehabilitation projects
 - Construction notes from the previous rehabilitation program will be utilized as a starting point. Kimley-Horn will review and recommend necessary edits.
5. Develop master quantity summary sheet
6. Develop street list and location sheet
7. Develop rehabilitation details and sheets
8. Incorporate relevant construction standards and details
9. QC/QA 70% submittal
10. Prepare 70% submittal package to include plans and specifications and submit to the City for review

Task 5: Final Plans and Bid Phase Services

1. Finalize plans and specifications addressing the City's final comments
2. Coordination with Purchasing Department for contract development
3. Prepare table of contents and invitation to bidders document
4. Prepare bid schedule
5. Prepare supplement conditions (includes governing specs, special specs, supplemental specs & special provisions)
6. Prepare Owner and Contractor agreement
7. Assemble contract documents & specifications
8. Finalize contract documents package
9. Assist City with project advertising
10. Prepare agenda and attend pre-bid meeting
11. Prepare pre-bid meeting notes
12. Prepare and issue addenda
13. Attend bid opening
14. Review Contractor qualifications and evaluate submitted bids
15. Prepare bid tabulation and low bid comparison with Engineer's OPCC
16. Assist City with bid negotiations as needed
17. Prepare contract award recommendation letter

Task 6: Construction Phase Services

1. Attend pre-construction meeting
2. Material submittal reviews
3. Conduct construction site visits (est. 6 months, two x monthly)
4. Review and respond to Contractor change order proposal (est. 2 proposals)

Task 7: Reimbursable Project Expenses

1. Field review & design/construction site visits*

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

ASSUMPTIONS AND EXCLUSIONS

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

ASSUMPTIONS

- TxDOT permits will not be required for this project
- Contractor will provide necessary SWPPP and TCP design drawings, if required by a permitting agency
- Material testing and inspection services will be completed by the City
- A total project schedule of 10 months is anticipated, inclusive of a 6-month construction schedule
- RFI responses for rehabilitation operations will be coordinated during bi-weekly site visits
- Repair areas for rehabilitation schematics will be finalized during the 70% design phase

EXCLUSIONS

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

- Data collection not including geotechnical engineering services noted in base scope of services
- Detailed design drawings. It is assumed that any necessary repairs will be coordinated with the City and the Contractor during construction. In the event substantial repairs are required, Kimley-Horn will notify the City for further direction
- Design milestones in addition to what is proposed for this project
- Additional round of comments to what is specified
- Monthly project meetings during construction phase
- Attend substantial completion walk & issue punch list
- Attend final completion walk & issue Notice of Acceptability of Work
- Resident Project Representative (RPR)
- Any other services not listed in the basic scope of services or project work plan

Relating to construction phase services, Kimley-Horn will make site visits in accordance with proposed basic scope of work to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents. Kimley-Horn will keep the City informed of the general progress of the work.

Additionally, Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

SCHEDULE

Upon approval by the City staff and Council, Kimley-Horn will prepare and submit a design schedule with an emphasis on the City's desirable construction period. Kimley-Horn will also coordinate with the City to determine an approximate bid date. Kimley-Horn estimates the total duration for the field effort and completion of design phase to be approximately 4 months.

Construction phase services proposed are based on durations identified in the Assumptions section above. Per previous coordination with the City, daily coordination with the Contractor will be handled internally by City staff, so the expected services Kimley-Horn will provide during the construction phase are limited to the scope outlined above. Should construction exceed the identified durations due to conditions beyond our control, Kimley-Horn will coordinate with the City to develop a path forward and submit any necessary additional service proposals to continue to support the City during the construction phase.

FEE AND BILLING

In accordance with the below fee summary table, Kimley-Horn will perform the above outlined scope of services, including subconsultant services and project expenses, for a lump sum fee not to exceed **\$173,350**. As noted above, a project work plan is included with this proposal, documenting the proposed tasks to be completed and planned level of effort.

Task	Description of Service	Amount	Basis of Compensation
	Street Rehabilitation Projects		
	BASIC SERVICES		
1	Project Management	\$ 13,910.00	[Lump Sum]
2	Geotechnical Engineering Services	\$ 42,700.00	[Lump Sum]
3	Field Evaluation and Initial OPCC Development	\$ 51,820.00	[Lump Sum]
4	Street Rehabilitation Plans (70% Design)	\$ 24,870.00	[Lump Sum]
5	Final Plans and Specifications, Bid Phase Services	\$ 18,340.00	[Lump Sum]
6	Construction Phase Services	\$ 20,960.00	[Lump Sum]
7	Reimbursable Project Expenses	\$ 750.00	[Lump Sum]
	Total (Basic Services)	\$ 173,350.00	
	TOTAL COMPENSATION	\$ 173,350.00	

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

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE# 928



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

Attachments

- 1 – Project Work Plan
- 2 – Project Location Map
- 3 – Geotechnical Engineering Proposal (Subconsultant)

CITY OF SCHERTZ

Fee/Price Proposal Breakdown for Professional Services

	Project Name:	2025 Roadway Improvements - Street Rehabilitation Projects										
	Design Firm:	Kimley-Horn and Associates, Inc.										
	Date Proposal Submitted:	5/16/2025										
	City of Schertz Project Manager:	John Nowak, PE										
	Kimley-Horn Project Manager:	Chance Dyess, PE										
	Position/Personnel Title	QA/QC Manager	Project Manager	Civil Engineer	Staff Engineer II	Design Technician	Accountant	Admin		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
	Contract Approved Rates	\$ 305.00	\$ 230.00	\$ 190.00	\$ 150.00	\$ 105.00	\$ 150.00	\$ 115.00				
	Task to be performed/Phase Description (including Sub-consultant work)								Total Hours			
	BASIC SERVICES											
1	Project Management	9	37	0	9	1	8	0	64	\$ 13,910.00	\$ -	\$ 13,910.00
1.1	Daily Project Management/Design Team Coordination	4	10						14	\$ 3,520.00		
1.2	Monthly Financials and Project Invoicing (Est. 8 Months)		8		8		8		24	\$ 4,240.00		
1.3	Internal Project Kickoff Meeting	1	3		1	1			6	\$ 1,250.00		
1.4	General Coordination with City Project Manager	4	16						20	\$ 4,900.00		
2	Geotechnical Engineering Services	5	12	0	3	0	0	3	23	\$ 4,735.00	\$ 37,965.00	\$ 42,700.00
2.1	Geotechnical Engineering Services								0	\$ -	\$ 37,965.00	
2.2	Subcontract Management	1	3					3	4	\$ 995.00		
2.3	Coordinate Pavement Boring, Coring Plan, and Drilling Operations		3		3				6	\$ 1,140.00		
2.4	Review Boring Logs and Draft Engineering Report	4	6						10	\$ 2,600.00		
3	Field Evaluation and Initial OPCC Development	20	56	20	118	108	0	0	322	\$ 51,820.00	\$ -	\$ 51,820.00
3.1	Site Visits to Review Streets (7 Rehab Streets, 18 Sheets at 50 Scale)	4	12	20	20	24			80	\$ 13,300.00		
3.2	Download Site Visit Photos & Documentation				8				8	\$ 1,200.00		
3.3	Quantity Takeoff per Street		8		24				32	\$ 5,440.00		
3.4	Develop OPCC per Street	1	4		16				21	\$ 3,625.00		
3.5	Develop Plan View Aerial Schematics		24		40	80			144	\$ 19,920.00		
3.6	QA/QC Schematics and OPCC per Street	12							12	\$ 3,660.00		
3.7	Draft Schematics and OPCCs Submittal to City		2		4	4			10	\$ 1,480.00		
3.8	Site Visits with City Project Manager to Review Improvements	3	6		6				15	\$ 3,195.00		
4	Street Rehabilitation Plans (70% Design)	9	24	0	68	61	0	0	162	\$ 24,870.00	\$ -	\$ 24,870.00
4.1	Finalize Schematics	2	8		20	30			60	\$ 8,600.00		
4.2	Finalize Quantities and OPCC per Street		8		24				32	\$ 5,440.00		
4.3	Develop Cover Sheet/Index of Sheets				1	2			3	\$ 360.00		
4.4	Develop General and Supplemental Notes Sheets for Rehabilitation Projects	1	2		6	8			17	\$ 2,505.00		
4.5	Develop Master Quantity Summary Sheet				1	1			2	\$ 255.00		
4.6	Develop Street List and Location Sheet		1		2	4			7	\$ 950.00		
4.7	Develop Rehabilitation Details and Sheets	1	2		8	10			21	\$ 3,015.00		
4.8	Incorporate Relevant Construction Details and Standards		1		2	2			5	\$ 740.00		
4.9	QC/QA 70% Submittal	4							4	\$ 1,220.00		
4.10	70% Submittal	1	2		4	4			11	\$ 1,785.00		
5	Final Plans and Specifications, Bid Phase Services	8	33	0	47	12	0	10	110	\$ 18,340.00	\$ -	\$ 18,340.00
5.1	Finalize Plans and Specs	2	6		12	12			32	\$ 5,050.00		
5.2	Coordination with Purchasing Department for Contract Development		2						2	\$ 460.00		
5.3	Prepare Table of Contents and Invitation to Bidders Document		1		2				3	\$ 530.00		
5.4	Prepare Bid Schedule		1		3				4	\$ 680.00		
5.5	Prepare Supplement Conditions (Includes Governing Specs, Special Specs, Supp Specs & Special Provisions)	2	4		8				14	\$ 2,730.00		
5.6	Prepare Owner and Contractor Agreement		1		1				2	\$ 380.00		
5.7	Assemble Contract Documents & Specifications	1	2		6			6	9	\$ 1,665.00		
5.8	Assist City with Project Advertising		2						2	\$ 460.00		

CITY OF SCHERTZ

Fee/Price Proposal Breakdown for Professional Services

ATTACHMENT 1
PROJECT WORK PLAN

	Project Name:	2025 Roadway Improvements - Street Rehabilitation Projects
	Design Firm:	
	Date Proposal Submitted:	
	City of Schertz Project Manager:	
	Kimley-Horn Project Manager:	Chance Dyess, PE

	Position/Personnel Title	QA/QC Manager	Project Manager	Civil Engineer	Staff Engineer II	Design Technician	Accountant	Admin		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
	Contract Approved Rates	\$ 305.00	\$ 230.00	\$ 190.00	\$ 150.00	\$ 105.00	\$ 150.00	\$ 115.00				
	Task to be performed/Phase Description (including Sub-consultant work)								Total Hours			
5.9	Prepare Agenda and Attend Pre-Bid Meeting	2	2		2				6	\$ 1,370.00		
5.10	Prepare Pre-Bid Meeting Notes		1		2				3	\$ 530.00		
5.11	Prepare and Issue Addenda	1	3		6				10	\$ 1,895.00		
5.12	Attend Bid Opening		2						2	\$ 460.00		
5.13	Contractor Qualification and Bid Evaluation		1		3				4	\$ 680.00		
5.14	Prepare Bid Tabulation		2					4	2	\$ 460.00		
5.15	Assist City with Bid Negotiations		2						2	\$ 460.00		
5.16	Prepare Contract Award Recommendation Letter		1		2				3	\$ 530.00		
6	Construction Phase Services	10	34	1	66	0	0	0	111	\$ 20,960.00	\$ -	\$ 20,960.00
6.1	Attend Pre-Construction Meeting	2	2		2				6	\$ 1,370.00		
6.2	Material Submittal Reviews	1	6		12				19	\$ 3,485.00		
6.3	Construction Site Visits (Est. 6 Months, Two x Monthly)	6	24		48				78	\$ 14,550.00		
6.4	Review and Respond to Contractor Change Order Proposal (Est. 2 Proposals)	1	2	1	4				8	\$ 1,555.00		
7	Reimbursable Project Expenses	0	0	0	0	0	0	0	0	\$ 750.00	\$ -	\$ 750.00
7.1	Field Review & Design/Construction Site Visits									\$ 750.00	\$ -	
	Total Hours (Basic Services):	61	196	21	311	182	8	13	792			
	Total Fee (Basic Services):									\$ 135,385.00	\$ 37,965.00	\$ 173,350.00

Attachment 2
Project Location Map





4201 Freidrich Lane, Suite 110

Austin, Texas 78744

512.447.9081 Ph

512.443.3442 Fax

www.hvj.com

April 11, 2025

Mr. Stephen Aniol, P.E.
Kimley-Horn and Associates, Inc.
10101 Reunion Place, Suite 400
San Antonio, TX 78216

<p align="center">ATTACHMENT 3 SUBCONSULTANT PROPOSAL</p>
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Re: Geotechnical Site Investigation
City of Schertz 2025 SPAM Rehabilitation
Schertz, Texas.
Owner: City of Schertz
HVJ Proposal No. SGT 24 1077.1

Dear Mr. Aniol,

HVJ South Central Texas, M&J Inc. (HVJSCTx) is pleased to submit this proposal to provide geotechnical investigation services for the above referenced project. Our scope work, as outlined in this proposal, provides the necessary and appropriate level of geotechnical engineering support required for the design.

Project Description

The project involves street rehabilitation (reconstruction) of various streets in Kramer Farms subdivision in Schertz, Texas. The streets are Red Barn Run, Wagon Wheel, Tractor Pass, Rooster Run, Fields Way, Planters Pass, Cotton Patch, Silo Street, Hitch Road, and Kramer Parkway. Based on the information provided by Kimley-Horn, all the streets are classified as local streets with no bus traffic, and both Full Depth Reclamation (FDR) and Partial Depth Reclamation (PDR) options are being considered.

This proposal will encompass a geotechnical engineering study to aid in the development of pavement design for the above referenced streets.

Pavement Design

HVJSCTx will perform a geotechnical investigation. Utilizing the subsurface and laboratory information from that study, HVJSCTx will design two HMAC pavement section alternatives including subgrade stabilization (if necessary) to achieve a 20-year design life. The reconstruction HMAC cross section design alternatives to be analyzed include the following: 1) New flexible pavement section with HMAC surface, 2) A full depth reclamation recommendation using either cement or emulsion treated base. HVJSCTx will estimate the 20-year equivalent single axle wheel loads (ESALs) based on discussions with Kimley-Horn and City operations staff. If City of Schertz does not have any guidelines, the ESAL and design values will be considered from Appendix 10-A ~ City of San Antonio Pavement Design Standards based on the provided street classifications. The flexible pavement designs and HMAC overlay designs will be developed using the AASHTO 1993 Pavement Design software, DARWin – Design and Rehabilitation in Windows.

The pavement design report will include the following:

- Flexible pavement thickness design recommendations:
 - Two (2) alternative sections for reconstruction
 - One (1) full depth asphalt section
 - One (1) surface hot mix with full flex, or half flex/half asphalt
 - Recommendations and application rate for both cement and emulsion treatment.
- Subgrade stabilization, if determined necessary will be recommended by the Geotechnical Engineer based on PVR calculations and lime series testing.

Scope of Work

For this project, HVJSCTx will conduct the following:

- Subsurface Exploration: To investigate subsurface conditions and characterize soil at the project area, geotechnical borings will be drilled. HVJSCTx proposes that the exploration will consist of 10 borings each to a depth of 10-feet below the existing grades totaling 100 lineal feet (LF). Each location will be cored prior to drilling. Based on the project location and its expected geology, we anticipate encountering clay/sand deposits to the explored depth of 10 feet. However, if different soil conditions are encountered during drilling activities, the boring depths may be adjusted.

The borings will be completed with a truck-mounted rig, equipped with flight augers and sampling tools. Soil samples will be collected using Shelby tubes and/or split-spoon samplers. Soil sampling will be performed continuously to a depth of 10-feet. Field-testing of soil samples will include pocket penetrometer readings in the cohesive soils and Standard Penetration Tests (SPT) in cohesionless soils. Rock coring will not be performed for this project.

Groundwater data will be obtained during and immediately after drilling, if encountered. Upon completion of drilling and groundwater readings, all completed borings will be backfilled with bentonite chips and will topped with a single lift of asphalt to match existing grade where applicable.

In addition to geotechnical borings, HVJSCTx proposes 12 pavement coring to be performed on existing pavement to determine the existing pavement sections.

- Falling-Weight Deflectometer (FWD) testing. The subsurface layer stiffnesses will be measured by collection of surface deflections at several distances from a standard load. The collection device is trailer-mounted and stops for approximately one minute for each point. Traffic control is not expected to be needed for FWD, as the test locations are the same as for curbside parking.
- Laboratory Tests: Laboratory index tests will be performed on select soil samples recovered from the test borings. The index tests will include moisture content, Atterberg limits, minus 200 sieve, and Sulfate content determination. In addition, auger cuttings will be collected from each boring to perform California Bearing Ratio (CBR) on one (1) composite sample (i.e., composite sample will be prepared by combining auger cuttings of similar soils obtained

from different borings/will be collected from unpaved areas near vicinity of the borings) and pH-Lime series.

The collected field and laboratory data will be interpreted and used to develop geotechnical investigation report for the project. The result of field and laboratory investigation will be presented in a detailed Geotechnical Data Report. The report will be prepared by an engineer specializing in soil mechanics after reviewing available boring and laboratory data. The report will include the following specific items:

- Site Vicinity/Topographic map,
- Geology map,
- Soils map,
- Plan of borings,
- Boring logs,
- Laboratory test results summary,
- Potential Vertical Rise (PVR),
- Groundwater conditions,
- Generalized subsurface conditions, and
- Pavement Design Report (prepared by specialized pavement engineer).

Assumptions

The following assumptions were made in developing the scope and fee estimate for this project:

- HVJSCTx will coordinate with One-Call to locate underground utilities.
- HVJSCTx will coordinate with traffic control subcontractor to provide traffic control equipment set up during drilling and coring.
- Fees for Right-of-way permits will be waived.
- Kimley-Horn will provide an electronic site plan to develop a Plan of Borings.
- As-built drawings and/or underground drainage locations available to Kimley-Horn at the time of borings and will be provided to HVJSCTx prior to marking boring locations.
- HVJSCTx will prepare two alternative flexible pavement reconstruction designs with HMAC surface. Additional design sections will be considered additional services.
- City of Schertz standard construction specifications will be assumed and HVJSCTx is not providing nor writing any construction specifications, special specifications, or special provisions. HVJSCTx is not providing any AutoCAD drawings or cost estimates, or life cycle costs.
- No travel for site meetings or conferences are included and it is assumed that all communications can be via telephone conference calls or emails.
- No bid & Award Phase or Construction Phase Services are included in the estimate.

Fee

Based on the scope of work outlined, a **Lump Sum fee** of **\$37,965.00** is proposed. A breakdown of the fee is included at the end of this proposal. Should the project configuration change significantly,

Mr. Stephen Aniol, P.E.
City of Schertz 2025 SPAM Rehabilitation
April 11, 2025
SGT 24 1077.1

additional work may be required. HVJSCTx will recommend such additional work when and if it is deemed necessary.

Schedule

We propose to initiate project scheduling and coordination, immediately upon receiving notice-to-proceed. We subsequently expect to complete the test borings approximately two (2) weeks after receiving notice to proceed. Laboratory testing, evaluation of test results, engineering analyses and report preparation will take approximately five (5) to seven (7) weeks after completion of the fieldwork. Work schedule may be altered if inclement weather occurs for an extended period of time.

Sample Retainage

Soil samples will be retained in our laboratory for 30 days after the geotechnical investigation.

Insurance

Insurance certificates verifying HVJSCTx's general liability, auto, worker compensation, and errors and omissions insurance coverage will be provided upon request.

Invoices

Invoices will be submitted at the end of each month based on the work completed. Our credit terms are 30-day net.

If this proposal meets with your approval, please sign and complete the indicated spaces below and forward a copy of the proposal to us. Thank you for this opportunity. We appreciate your business. Sincerely,

HVJ SOUTH CENTRAL TEXAS – M&J INC.

Golam Kibria

Golam Kibria, Ph.D., PE
Office Manager – San Antonio/Senior Geotechnical Engineer
GK/mm

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Date to Start Work: _____

Mr. Stephen Aniol, P.E.
City of Schertz 2025 SPAM Rehabilitation
April 11, 2025
SGT 24 1077.1

Geotechnical Investigation					
City of Schertz 2025 SPAM Rehabilitation					
HVJ South Central Texas M&J, Inc.					
HVJ SCTx Proposal No. SGT 24 1077.1					
Geotechnical Field Investigation - Drilling and Soil Sampling					
Mobilization/Demobilization	1	@	\$600.00	per mobilization	\$600.00
Drilling & Sampling - Soil Drilling	100	@	\$30.00	per foot	\$3,000.00
Backfilling Soils/Bentonite	100	@	\$6.00	per foot	\$600.00
Driller Standby time	2	@	\$180.00	per hour	\$360.00
Logging	40	hr @	\$85.00	per hour	\$3,400.00
Pavement Coring	110	@	\$12.00	per inch	\$1,320.00
Core Repair/Patch Asphalt Cold Mix	22	@	\$40.00	each	\$880.00
Staking, Utility Clearance, permit Coordination	8	hr @	\$85.00	per	\$680.00
Traffic Control	4	@	\$1,500.00	per day	\$6,000.00
Support Truck	4	@	\$100.00	each	\$400.00
				Sub Total	\$17,240.00
Laboratory Testing - Standard					
Moisture Content	20	@	\$20.00	each	\$400.00
Atterberg Limits	20	@	\$75.00	each	\$1,500.00
#200 Sieve Analysis	20	@	\$55.00	each	\$1,100.00
California Bearing Ratio (CBR)	1	@	\$450.00	each	\$450.00
Lime-pH Series (Tex-121-E)	1	@	\$150.00	each	\$150.00
Sulfate	4	@	\$70.00	each	\$280.00
				Sub Total	\$3,880.00
Geotechnical Engineering & Reporting					
Project Manager	2	hr @	\$185.00	hr	\$370.00
Professional Engineer III	6	hr @	\$140.00	hr	\$840.00
Engineer In Training I	10	hr @	\$115.00	hr	\$1,150.00
Administrative Assistant III	1	hr @	\$50.00	hr	\$50.00
				Sub-Total	\$2,410.00
Pavement Design Services					
Project Manager	16	hr @	\$185.00	hr	\$2,960.00
Professional Engineer III	38	hr @	\$140.00	hr	\$5,320.00
Engineer In Training I	17	hr @	\$115.00	hr	\$1,955.00
Administrative Assistant III	4	hr @	\$50.00	hr	\$200.00
				Sub-Total	\$10,435.00
Falling Weight Deflectometer (FWD)	1	@	\$4,000.00	each	\$4,000.00
				TOTAL	\$37,965.00

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:	Transportation	Project Code:
Project Title:	Kramer Farm subdivision rehabilitation	
Project Manager:	Engineering	
Location Description:	Kramer Farms Subdivision	

Project Summary:	<p>The streets in the subdivision will be rehabilitated. Rehabilitation is removing the existing asphalt, stabilizing the base underneath, and adding a new asphalt layer on top.</p>
-------------------------	---

Start Date:	Jan-25
Completion Date:	Winter 2025

Original Project Sheet from
FY 24-25 CIP

Project Forecast

	Prior											
	Appropriation	2023-24	2024-25	2025-26	2026-27	2027-28	2028-33	Total Cost				
Funding Source												
Bonds	\$ -	\$ -	\$ 1,395,062	\$ -	\$ -	\$ -	\$ -	\$ 1,395,062				
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Total Funding Source	\$ -	\$ -	\$ 1,395,062	\$ -	\$ -	\$ -	\$ -	\$ 1,395,062				
Expenditure												
Land Purchase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Professional Services	\$ -	\$ -	\$ 139,500	\$ -	\$ -	\$ -	\$ -	\$ 139,500				
Construction	\$ -	\$ -	\$ 1,255,562	\$ -	\$ -	\$ -	\$ -	\$ 1,255,562				
Total Expenditure	\$ -	\$ -	\$ 1,395,062	\$ -	\$ -	\$ -	\$ -	\$ 1,395,062				

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

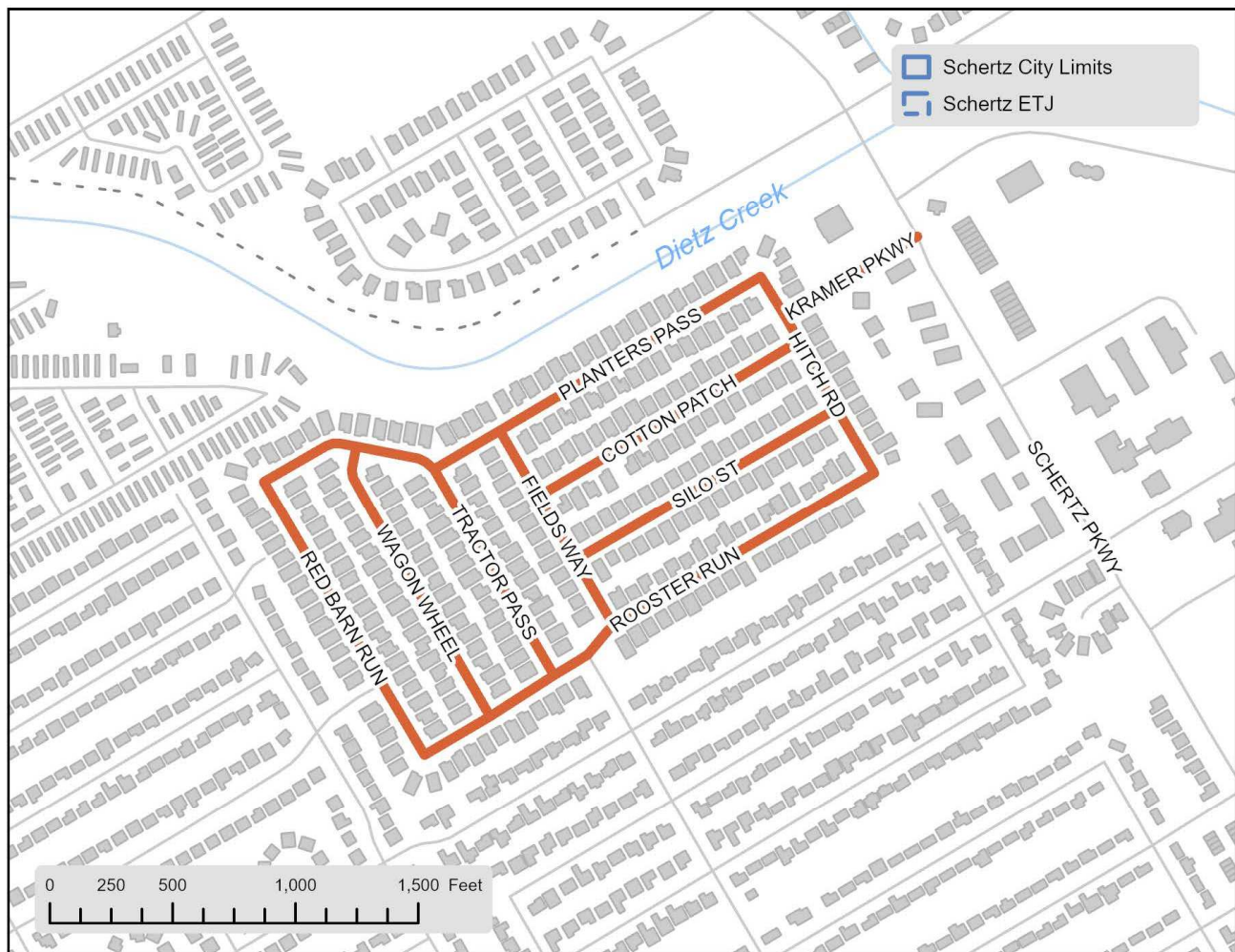
Project Type: Project Code:

Project Title:

Location:

Original Project Sheet from
FY 24-25 CIP

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.



KRAMER FARM REHABILITATION

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:	Transportation	Project Code:	
Project Title:	Kramer Farm subdivision rehabilitation		
Project Manager:	Engineering		
Location Description:	Kramer Farms Subdivision		
Project Summary:	<p>The streets in the subdivision will be rehabilitated. Rehabilitation is removing the existing asphalt, stabilizing the base underneath, and adding a new asphalt layer on top.</p> <p style="color: red;">Streets within subdivision to be rehabilitated include Red Barn Run, Wagon Wheel, Tractor Pass, Rooster Run between Red Barn & Randolph, and Planters Pass between Red Barn & Tractor Pass. Streets not completed with this effort will be added to a future SPAM project.</p>		

Start Date:	Jan-25	Summer 2025
Completion Date:	Winter 2025	Spring 2026

Resolution 25-R-076
Updated Project Sheet

Project Forecast

	Prior												
	Appropriation	2023-24	2024-25	2025-26	2026-27	2027-28	2028-33	Total Cost					
Funding Source													
Bonds	\$ -	\$ -	\$ 1,446,562	\$ -	\$ -	\$ -	\$ -	\$ 1,446,562					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Total Funding Source	\$ -	\$ -	\$ 1,446,562	\$ -	\$ -	\$ -	\$ -	\$ 1,446,562					
Expenditure													
Land Purchase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Professional Services	\$ -	\$ -	\$ 191,000	\$ -	\$ -	\$ -	\$ -	\$ 191,000					
Construction	\$ -	\$ -	\$ 1,255,562	\$ -	\$ -	\$ -	\$ -	\$ 1,255,562					
Total Expenditure	\$ -	\$ -	\$ 1,446,562	\$ -	\$ -	\$ -	\$ -	\$ 1,446,562					

Additional funding for professional services reassigned from savings left over after 2024 SPAM resurfacing project.

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

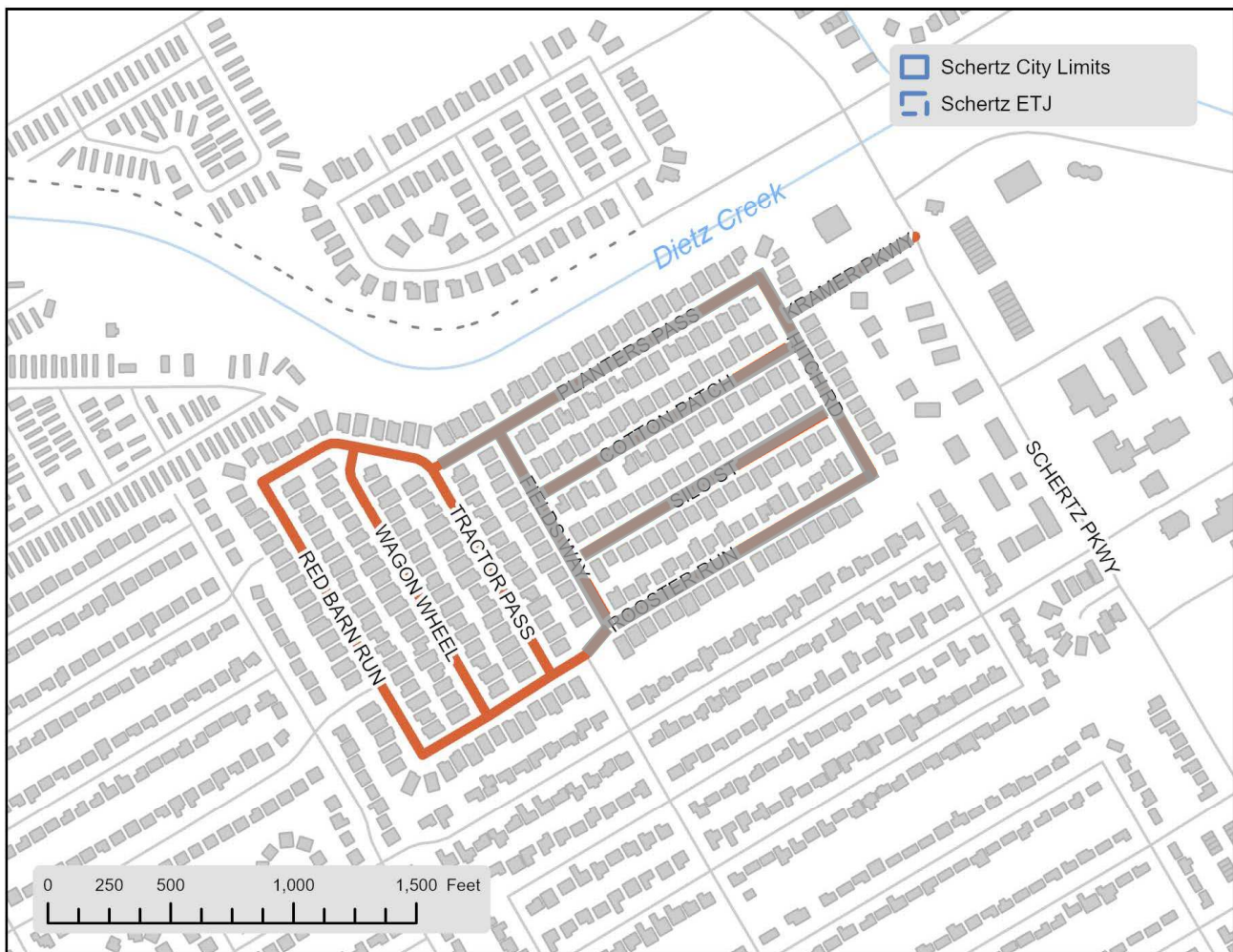
Project Type: Project Code:

Project Title:

Location:

**Resolution 25-R-076
Updated Project Sheet**

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.



KRAMER FARM REHABILITATION

SCHERTZ
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Streets removed from project will be added to a future SPAM project.

CITY COUNCIL MEMORANDUM

City Council Meeting: June 17, 2025
Department: Executive Team
Subject: Resolution 25-R-78 - Approving a Schertz Main Street Preservation Grant for 420 Curtiss (S.Williams/B.James)

BACKGROUND

The property owner at 420 Curtiss is applying for a Schertz Main Street Preservation Grant to replace the roof. In 2022, City Council amended the Main Street Grant program to make properties that have a Landmark Property Designation eligible for the grant even if they are not in the Main Street Incentive Area. This property has the Landmark Property Designation (approved by Council on May 6, 2025). Program assistance is available to owners of structures used for residential who make verified exterior structural or aesthetic modifications/improvements including but not limited to the roof, foundation, and wall repairs including brick re-pointing. Grants are available with a cap of \$20,000 per property. Funds will be provided on a 50/50 matching basis. In-kind contributions may be counted toward the match requirement. The Schertz Historical Preservation Committee recommended approval of this grant at their May 28, 2025 meeting.

GOAL

Promote the history and culture of the City of Schertz to tourists and residents.

COMMUNITY BENEFIT

Recognize structures of significance to the community's past.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 25-R-78 authorizing a Main Street Historic Preservation Grant for the property at 420 Curtiss for up to \$20,000.00 to replace the roof (total cost estimated to be \$42,923.60).

FISCAL IMPACT

Up to \$20,000.00 from Hotel Occupancy Tax Funds.

RECOMMENDATION

Approval of Resolution 25-R-78.

Attachments

Resolution 25-R-078 w attachment

RESOLUTION NO. 25-R-78

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ,
TEXAS APPROVING A REQUEST FOR A SCHERTZ MAIN STREET
AREA PRESERVATION INCENTIVE GRANT FOR 420 CURTISS.**

WHEREAS, The City of Schertz desires to protect, enhance, and preserve the historic resources and landmarks which represent distinctive elements of Schertz' historic, architectural, economic, cultural, and social heritage by providing property owners and incentive for protecting their property; and

WHEREAS, adequate funding through grant programs can stabilize and improve property values; and

WHEREAS, investment in historic neighborhoods serves to foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents; and

WHEREAS, maintaining the state of repair of historic structures strengthens the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses; and

WHEREAS, the City Council approved the Historical Incentive Program for Main Street; and

WHEREAS, the Schertz Historic Preservation Committee is in support of this program and recommended approval of the grant request 420 Curtiss for up to \$20,000 at their May 28, 2025 meeting.

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

Section 1. The City Council hereby approves the Schertz Main Street Area Preservation Incentive Program grant request for 420 Curtiss Exchange up to **TWENTY THOUSAND DOLLARS** (\$20,000.00) subject to the approved criteria of the program and execution of a funding agreement as outlined in Exhibit "A".

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Sheila Edmondson

(CITY SEAL)

Exhibit "A"

Main Street Preservation Grant 420 Curtiss

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

HOTEL TAX FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ,
TEXAS AND Sarah Hewell FOR EXPENDITURE OF HOTEL OCCUPANCY TAX
FUNDS

This Hotel Tax Funding Agreement (AGREEMENT) is made and entered into by and between the City of Schertz, Texas (CITY) and Sarah Hewell, (ENTITY).

WHEREAS, the ENTITY has developed a proposal to
replace the roof at 420 Curtiss (the "Project"); and

WHEREAS, the City collects Hotel Occupancy Taxes; and

WHEREAS, Hotel Occupancy Taxes may be used only to promote tourism and the convention and hotel industry as limited by the specific purposes as provided for in Texas Tax Code Section 351.101; and

WHEREAS, the City of Schertz finds that promoting the enhancement and perpetuation of structures of historical importance and significance are necessary to promote the economic, cultural, educational and general welfare of the public; and

WHEREAS, the area around Main Street in Schertz once served as commercial and social hub of the community; and

WHEREAS, the City seeks to improve the image of the area around Main Street through historic restoration and rehabilitation of structures in the Main Street area to serve as a commercial, social, cultural and tourism hub of the City; and

WHEREAS, in order to facilitate the preservation of historic structures to promote the economic vitality of the Main Street area as a tourist destination, the City of Schertz is offering incentives that will serve to improve existing properties and businesses within this area.; and

WHEREAS, the City Council hereby finds and determines that the Project to be funded herein promotes tourism and the convention and hotel industry through historical restoration and preservation; and

WHEREAS, the City Council of the City of Schertz desires to provide Hotel Occupancy Tax revenues to the Sarah Hewell (ENTITY).

NOW, THEREFORE, it is mutually agreed by and between the CITY and ENTITY as follows:

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is to provide funding to the ENTITY for the project identified in the attached Exhibit "A" (the "Project"), the intent of which is to protect, enhance, and preserve the historic resources and landmarks which represent distinctive elements of the City of Schertz' historic, architectural, economic, cultural, and social heritage by providing property owners and incentive for protecting their property; stabilize and improve property values; foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents, and strengthen the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses.

Section 2. Obligation of the ENTITY. The ENTITY shall use all of the awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code, the ENTITY'S funding application, and the attached Exhibit "A".

Section 3. Reporting Requirements of the ENTITY. The ENTITY shall deliver a detailed accounting of the expenditures for the Project within thirty (30) days after completion of the Project (the "Post Event Report"). The Post Event Report shall include copies of receipts and other documents establishing the expenditures for the project. The CITY shall not make reimbursements for expenditures where no receipt or invoice is provided. Partial or incomplete reports will not be accepted.

Section 4. Authorization of Payment. Subject to the ENTITY'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ENTITY up to fifty percent (50%) of the Project, but not to exceed \$20,000.00, which is estimated to cost a total of \$42,963.60 from hotel occupancy tax funds. Payment will be made within forty-five (45) days of acceptance of the complete Post Event Report. Partial or incomplete reports will not be accepted. Only expenditures that meet Chapter 351 of the Tax Code and this AGREEMENT shall be reimbursed.

Section 5. Appeal Process. Any ENTITY wishing to appeal the decision of the CITY must present their appeal in writing within ten (10) business days of funding denial.

Section 6. Rights. The City of Schertz has the right, at any time, to inspect the books or records of the ENTITY that may relate to performance of this AGREEMENT. The CITY, at its sole expenses, has the right to conduct an audit of the ENTITY or Project.

Section 7. Term. The AGREEMENT shall become effective as of the date entered below. The AGREEMENT shall terminate one year from its effective date or once the terms have been met, whichever occurs first.

Section 8. Indemnification. The ENTITY agrees to defend, indemnify and hold harmless the CITY, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ENTITY's breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or

omission of the ENTITY, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ENTITY and the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the City of Schertz that may arise by virtue of this AGREEMENT.

Section 9. Termination. A party may terminate this AGREEMENT in whole or in part if the other party fails to comply with a term of the AGREEMENT, including the inability of the ENTITY to conform to any change required by federal, state or local laws or regulations; or for the convenience of either party. The terminating party shall provide written notification to the other party of the decision to terminate this AGREEMENT within thirty (30) days before the effective date of termination. A party may terminate the AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the breaching party shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the non-breaching party.

Section 10. Notice. All notices required or permitted under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

to the CITY at:

City of Schertz
Attention: City Manager
1400 Schertz Parkway
Schertz, TX 78154
(210) 619-1000

To the ENTITY at: Sarah Hewell
420 Curtiss
Schertz, Tx, 78154

MISCELLANEOUS

Section 11. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Section 12. Approval. This AGREEMENT has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

Section 13. Assignment. Except as otherwise provided in this AGREEMENT, a party may not

assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

Section 14. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this AGREEMENT are cumulative and are not exclusive of other rights or remedies provided by law.

Section 15. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this AGREEMENT or any section thereof.

Section 16. Attorney fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, plus all out-of-pocket expense such as deposition costs, telephone, calls, travel expenses, expert witness fees, court costs, and their reasonable expenses, unless otherwise prohibited by law.

Section 17. Severability. The parties agree that in the event any provision of this AGREEMENT is declared invalid by a court of competent jurisdiction that part of the AGREEMENT is severable and the decree shall not affect the remainder of the AGREEMENT. The remainder of the AGREEMENT shall be in full force and effect.

Section 18. Venue. The parties agree that all disputes that arise of this AGREEMENT are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Milam County, Texas.

Section 19. Certificate of Insurance. The ENTITY agrees to provide a certificate of insurance for liability and worker's compensation insurance or letter of self-insurance on its letterhead indicating its self-insured status before any event awarded funding under this AGREEMENT. The cost of the insurance herein mentioned to be secured and maintained by the ENTITY shall be borne solely by the ENTITY.

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

ENTITY

City Manager

Sarah Hewell

ATTEST:

City Secretary

EXHIBIT
"A"



Exhibit "A" continued



Hometown Roofing and Restoration

Our team is focused on estimating projects accurately, installing our roofs with the highest standard of quality and safety, and delivering with the most professional service. We believe you deserve peace of mind when repairing or re-roofing your home or building. We are committed to delivering on all of our promises and are driven by dedication, transparency, and professionalism.

Client: COURT HEWELL
Property: 420 CURTISS AVE
SCHERTZ, TX 78154-1808

Operator: JOHNV3

Estimator: John Vogt
Company: Hometown Roofing and Restoration
Business: 6200 UTSA Blvd
San Antonio, Tx 78249

Business: (830) 428-2820
E-mail: office@hometownroofingtx.com

Type of Estimate:

Date Entered: 3/30/2025

Date Assigned:

Price List: TXSA8X_MAR25
Labor Efficiency: Restoration/Service/Remodel
Estimate: 420CURTISS



Hometown Roofing and Restoration

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420CURTISS

Dwelling Roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
9. Tear off, haul and dispose of wood shakes/shingles	30.54 SQ	75.30	0.00	0.00	459.94	2,759.60
3. Roofing felt - 30 lb.	30.54 SQ	0.00	42.20	39.66	265.70	1,594.15
1. R&R Metal roofing	3,054.00 SF	0.55	7.13	652.56	4,821.46	28,928.74
4. R&R Ridge cap - metal roofing	109.00 LF	2.03	5.04	26.08	159.36	956.07
6. R&R Valley metal	64.00 LF	0.64	6.24	13.36	90.76	544.44
7. R&R Eave trim for metal roofing - 26 gauge	160.00 LF	0.89	4.33	28.91	172.82	1,036.93
8. R&R Endwall flashing for metal roofing - 26 gauge	19.00 LF	1.02	5.14	4.33	24.28	145.65
10. Butyl tape / sealing metal roofing panels for low slopes	218.00 LF	0.00	1.05	2.16	46.22	277.28
11. R&R Flashing - pipe jack - lead	6.00 EA	7.62	85.01	25.61	116.28	697.67
15. R&R Roof vent - turtle type - Metal	2.00 EA	9.72	68.33	3.95	32.02	192.07
12. R&R Exhaust cap - through roof - up to 4"	1.00 EA	9.72	93.06	3.28	21.22	127.28
13. R&R Rain cap - 4" to 5"	1.00 EA	5.42	45.58	2.23	10.64	63.87
14. Digital satellite system - Detach & reset	1.00 EA	0.00	46.59	0.00	9.32	55.91
23. Digital satellite system - alignment and calibration only	1.00 EA	0.00	139.77	0.00	27.96	167.73
25. On-Site Evaluation and/or Supervisor/Admin - per hour	16.00 HR	0.00	65.82	104.26	210.62	1,368.00
24. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	685.25	0.00	0.00	137.06	822.31
22. EMERGENCY SERVICE/TARPING	1.00 EA	0.00	1,855.00	0.00	371.00	2,226.00
See invoice from Hometown Roofing & Restoration						
Totals: Dwelling Roof				906.39	6,976.66	41,963.70

Elevation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
16. R&R Gutter / downspout - aluminum - up to 5"	12.00 LF	0.55	8.73	4.00	23.08	138.44
26. Haul debris - per pickup truck load - including dump fees	0.25 EA	182.88	0.00	0.00	9.14	54.86

420CURTISS

3/31/2025

Page: 2



Hometown Roofing and Restoration

Our team is focused on estimating projects accurately, installing our roofs with the highest standard of quality and safety, and delivering with the most professional service. We believe you deserve peace of mind when repairing or re-roofing your home or building. We are committed to delivering on all of our promises and are driven by dedication, transparency, and professionalism.

CONTINUED - Elevation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Elevation				4.00	32.22	193.30

Carport

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
18. R&R Ridge cap - metal roofing	51.00 LF	2.03	5.04	12.20	74.54	447.31
27. Haul debris - per pickup truck load - including dump fees	0.25 EA	182.88	0.00	0.00	9.14	54.86
Totals: Carport				12.20	83.68	502.17

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
17. Gutter labor minimum	1.00 EA	0.00	253.69	0.00	50.74	304.43
Totals: Labor Minimums Applied				0.00	50.74	304.43
Line Item Totals: 420CURTISS				922.59	7,143.30	42,963.60

CITY COUNCIL MEMORANDUM

City Council Meeting: June 17, 2025
Department: Parks, Recreation & Community Service
Subject: Resolution 25-R-079 - Authorizing an application to TxDOT for Transportation Alternatives funding and an Advanced Funding Agreement with TxDOT if the project is selected for The Great Northern Trail design and construction (S.Gonzalez/L.Shrum)

BACKGROUND

Project Name: Great Northern Trail to Schwab Road Infrastructure
Project Type: Shared-Use Path Construction and Multimodal Enhancements
Applicant: The City of Schertz, in partnership with Great Springs Project

This project will construct approximately 3 miles of 10-foot-wide concrete shared-use path. One segment will extend from FM 1103 north along the LCRA utility corridor to Cypress Point. A second segment will begin at the eastern terminus of Schwab Road (east of IH-35) and continue along Schwab Road to the Schertz Dry Comal Nature Park near FM 482.

To enhance user experience and comfort, the project includes three rest areas spaced at intervals of less than one mile. Each rest area will feature a concrete pad, bench, drinking fountain, and native landscaping to provide shaded, accessible points for rest and hydration. This project also calls for the inclusion of bicycle and pedestrian amenities, installation of pedestrian hybrid beacons (PHBs), and structural accommodations such as bank cuts to enable safe access beneath the IH-35 overpass. Additionally, the project will construct a new culvert and overhang structure to ensure safe passage beneath the Union Pacific railroad crossing.

GOAL

The City of Schertz is actively expanding its trail network to enhance non-vehicular mobility, particularly benefiting residents in the northern regions by providing improved access to the city's west side and neighboring Comal County. A centerpiece of this initiative is the Great Northern Trail, an 8-mile multi-use path extending from Schertz Parkway to the Cypress Point neighborhood. The initial half-mile segment, opened in July 2021, runs from Schertz Parkway to Wiederstein Road and has been well received by the community. A subsequent section on Cibolo Valley Baptist Church property at FM 1103 was also completed, with future to connect to the Riata neighborhood.

These trail developments are integral to Schertz's broader vision of promoting active transportation and regional connectivity. The city's collaboration with the Great Springs Project aims to create a regional trail system linking four of Texas' iconic springs: Barton Springs, San Marcos Springs, Comal Springs, and San Antonio Springs. Schertz's trail plans, including connections from Great Northern Trail to the Dry Comal Creek Trail (New Braunfels) and Cibolo Creek Trail (Selma).

In addition to recreational benefits, these trails serve as safe routes for pedestrians and cyclists, connecting neighborhoods to parks, schools, and other community amenities.

COMMUNITY BENEFIT

The city's commitment to trail development not only enhances the quality of life for its residents but also fosters environmental conservation and sustainable growth.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 25-R-079 authorizing the City Manager to submit an application to TxDOT for Transportation Alternatives funding, and enter into an Advanced Funding Agreement with TxDOT if the project is selected for The Great Northern Trail design and construction.

FISCAL IMPACT

The project is being submitted for federal funding consideration through the TxDOT Transportation Alternatives (TA) Program, which requires a minimum 20% local match. The total estimated cost for the project is \$7,735,094.48 and the city's contribution would be \$1,547,018.90. Funding is anticipated to come from a combination of future projected Parkland Dedication Fund revenues as well as future CO Bonds. Working with the Planning Division we were able to project the maximum potential Parkland Dedication fees at \$4,190,000, and conservatively halving that to account for the potential of 50% credit given for private parkland development, there is the ability to project \$2,095,000 in revenues to the Parkland Dedication Fund over the next few years. This is just with known development pending. Currently, in the Capital Improvement Program, there is \$4 million planned in 2028-2033 for Pickrell Park Pool renovation and Crescent Bend Nature Park Phase II and one of those projects could be pushed back to fund this project if the application is selected. There is also the option to seek funding from the Schertz Economic Development Corporation to fund this quality of life project and city staff will explore all funding possibilities to fund the 20% match if the project is selected by TxDOT.

RECOMMENDATION

Approve Resolution 25-R-079 authorizing the City Manager to submit an application to TxDOT for Transportation Alternatives funding, and enter into an Advanced Funding Agreement with TxDOT if the project is selected for The Great Northern Trail design and construction.

Attachments

Resolution 25-R-079 GNT to Schwab Road

Preliminary Estimate

GNT to Schwab Rd Map

RESOLUTION NO. 25-R-079

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO TXDOT FOR TRANSPORTATION ALTERNATIVES FUNDING, AND ENTER INTO AN ADVANCED FUNDING AGREEMENT WITH TXDOT IF THE PROJECT IS SELECTED, FOR THE GREAT NORTHERN TRAIL TO SCHWAB ROAD INFRASTRUCTURE PROJECT AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, in January 2025, the Texas Department of Transportation (TxDOT) announced a statewide Call for Projects for the Transportation Alternatives Set-Aside (TA) Program to fund bicycle and pedestrian infrastructure that improves mobility, enhances safety, and supports active transportation options; and

WHEREAS, the City of Schertz seeks to submit a competitive application for the construction of the Great Northern Trail to Schwab Road Infrastructure Project, which will expand the City's trail network and enhance regional connectivity through a shared-use path and multimodal safety improvements; and

WHEREAS, this project will construct approximately three miles of 10-foot-wide concrete shared-use path, including one segment extending north from FM 1103 along the LCRA utility corridor to Cypress Point, and another beginning at the eastern terminus of Schwab Road (east of IH-35), continuing to the Schertz Dry Comal Nature Park near FM 482; and

WHEREAS, the proposed improvements will include amenities to enhance user safety and comfort, including pedestrian hybrid beacons (PHBs), bank cuts to allow pedestrian and bicycle access beneath the IH-35 overpass, and a new culvert and overhang structure to facilitate safe passage under the Union Pacific railroad crossing; and

WHEREAS, this project aligns with the City's goals to improve non-vehicular mobility, particularly for northern Schertz residents, and to provide greater access to the City's North and West side and into Comal County; and

WHEREAS, the City has partnered with the Great Springs Project, a nonprofit organization experienced in trail development and regional planning, to support the preparation of this application and facilitate long-term collaboration across jurisdictions and agencies; and

WHEREAS, the Great Northern Trail serves as a key segment in the envisioned 100-mile Great Springs Project trail network, connecting four of Texas' iconic springs—Barton Springs,

San Marcos Springs, Comal Springs, and San Antonio Springs—through a publicly accessible green corridor; and

WHEREAS, the City's local match is 20% or \$1,547,018.90 and will be funded with a combination of projected Parkland Dedication fees and bonds, and the reimbursable federal funding is 80% or \$7,735,094.48; and

WHEREAS, City Council has determined that it is in the best interest of the City to submit an application for Transportation Alternatives Funding for future trail development;

WHEREAS, City Council authorizes the City Manager to enter into an Advanced Funding Agreement (AFA) with TXDOT if the project is selected.

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

Section 1. The City Council hereby authorizes city staff to submit an application to TXDOT for Transportation Alternatives funding for the Great Northern Trail to Schwab Road Infrastructure Project in the amount of \$7,735,094.48 and enter into an Advance Funding Agreement (AFA) with TXDOT if the project is selected.

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary



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City of Schertz
Great Northern Trail
Preliminary Estimated Project Costs
May 2025

				Estimated Unit Cost	(FM 1103 - Cypress Point)		(Schwab Road to FM 482)	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL
SCHEDULE A: BASE BID								
1.0	MOBILIZATION	LS	1	\$397,900.00	0.1	\$205,300.00	0.1	\$192,600.00
2.0	TRAFFIC CONTROL, BARRICADES AND HANDLING	LS	1	\$119,400.00	0.03	\$61,600.00	0.03	\$57,800.00
3.0	STORMWATER POLLUTION PREVENTION	LS	1	\$119,400.00	0.03	\$61,600.00	0.03	\$57,800.00
4.0	PREPARING ROW	STA	191	\$2,040.00	125	\$255,000.00	66	\$134,640.00
5.0	PREPARING ROW (TREE)(5" - 12" DIA)	EA	15	\$1,496.00	10	\$14,960.00	5	\$7,480.00
6.0	REMOVING CONC (RIPRAP)	SY	783	\$11.72		\$0.00	783	\$9,172.85
7.0	REMOVING CONC (SIDEWALKS)	SY	3333	\$57.20	3333	\$190,647.60		\$0.00
8.0	REMOVING CONCRETE (CURB OR CURB & GUTTER)	LF	408	\$38.50	208	\$8,008.00	200	\$7,700.00
9.0	EXCAVATION (ROADWAY)	CY	3678	\$40.70	2407	\$97,964.90	1271	\$51,729.70
10.0	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	100	\$38.50		\$0.00	100	\$3,850.00
11.0	BLOCK SODDING	SY	1000	\$7.70	500	\$3,850.00	500	\$3,850.00
12.0	VEGETATIVE WATERING	MG	0.12	\$27,500.00	0.08	\$2,200.00	0.04	\$1,100.00
13.0	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CY	1768	\$93.50	1157	\$108,179.50	611	\$57,128.50
14.0	D-GR HMA(SQ) TY-B PG64-22	TON	75	\$203.50		\$0.00	75	\$15,262.50
15.0	D-GR HMA(SQ) TY-D PG64-22	TON	15	\$275.00		\$0.00	15	\$4,125.00
16.0	TACK COAT	GAL	120	\$6.60		\$0.00	120	\$792.00
17.0	RIPRAP (CONC) (5 IN)	CY	445	\$506.00		\$0.00	445	\$225,170.00
18.0	RAIL (HANDRAIL) (TYP B)	LF	60	\$148.50		\$0.00	60	\$8,910.00
19.0	INLET (COMPL) (TY SIDEWALK BRIDGE)	EA	1	\$17,600.00		\$0.00	1	\$17,600.00
20.0	REMOVE STR (SET)	EA	5	\$473.00		\$0.00	5	\$2,365.00
21.0	ROCK FILTER DAMS (INSTALL) (TY 4)	LF	100	\$82.50		\$0.00	100	\$8,250.00
22.0	ROCK FILTER DAMS (REMOVE)	LF	100	\$30.80		\$0.00	100	\$3,080.00
23.0	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	849	\$30.80	556	\$17,124.80	293	\$9,024.40
24.0	CONSTRUCTION EXITS (REMOVE)	SY	849	\$17.60	556	\$9,785.60	293	\$5,156.80
25.0	SANDBAGS FOR EROSION CONTROL 6"	LF	50	\$19.80		\$0.00	50	\$990.00
26.0	TEMPORARY SEDIMENT CONTROL FENCE	LF	19100	\$4.40	12500	\$55,000.00	6600	\$29,040.00
27.0	POST (METAL BOLLARD)	EA	24	\$1,045.00	20	\$20,900.00	4	\$4,180.00
28.0	CONC CURB & GUTTER (COS STD)	LF	408	\$44.00	208	\$9,152.00	200	\$8,800.00
29.0	CONC. RETAINING WALL (IH-35)	SF	312	\$1,235.30		\$0.00	312	\$385,413.60
30.0	CONC SIDEWALK (4")	SY	21589	\$82.50	14089	\$1,162,342.50	7500	\$618,750.00
31.0	CONC RAMPS (COS STD)	EA	20	\$3,047.00	13	\$39,611.00	7	\$21,329.00
32.0	WIRE FENCE (TY A)	LF	4000	\$64.90		\$0.00	4000	\$259,600.00
33.0	MAILBOX INSTALL-S (TWG POST) TY 1	EA	1	\$1,001.00		\$0.00	1	\$1,001.00
34.0	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	8	\$649.00	6	\$3,894.00	2	\$1,298.00
35.0	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	160	\$15.40	80	\$1,232.00	80	\$1,232.00
36.0	FLASHING BEACON SIGN INSTALL	EA	8	\$7,755.00	6	\$46,530.00	2	\$15,510.00






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37.0	TREE PROTECTION	EA	40	\$242.00	28	\$6,776.00	12	\$2,904.00
38.0	PEDESTRIAN BRIDGE - NORTHCLIFF GOLF (100 LF)	LS	1	\$242,000.00	1	\$195,000.00		\$0.00
39.0	CULVERT CROSSING (36" CMP)	LF	120	\$315.70	120	\$37,884.00		\$0.00
40.0	SET (TY II) (36 IN) (CMP) (4: 1) ©	EA	4	\$4,400.00	4	\$17,600.00		\$0.00
41.0	UPRR CULVERT IMPROVEMENTS	LS	1	\$385,000.00		\$0.00	1	\$385,000.00
42.0	AMENITIES (BENCHES, DRINKING FOUNTAIN, LANDSCAPING)	EA	3	\$27,500.00	3	\$82,500.00		\$0.00
SUBTOTAL CONTINGENCY (LEVEL 3) (25%) ESTIMATED ENGINEERING ESTIMATED RIGHT OF WAY ACQUISITION ESTIMATED ENVIRONMENTAL ESTIMATED PERMITTING ESTIMATED PROJECT TOTAL COST						\$2,714,641.90		\$2,619,634.35
						\$407,196.29		\$392,945.15
						\$407,196.29		\$392,945.15
						\$439,625.00		\$120,875.00
						\$101,799.07		\$98,236.29
						\$15,000.00		\$25,000.00
						\$4,085,458.54		\$3,649,635.94

Quantities are based on preliminary alignment and publicly available data. No on-the-ground survey had been acquired.

Great Northern Trail
Project Map

-  Existing Trail
-  Funded Trail
-  Potential Trail



Scale: 1:60,000
Date Exported: 3/31/2025

FM 2252 Shared Use Path

Shared Use Path
Evans Road

To Beitel Creek
Greenway/
San Antonio

Beitel Creek Greenway - North
Corridor Study
Great Springs Project/
City of San Antonio
(2025 AAMPO STBG submission)

Loop 1604

Cibolo Creek Connector
City of Selma
(2023 AAMPO TA funded)

FM 1518

Schertz Parkway

FM 3009

Forest
Ridge
Park

Cibolo Valley Dr.

Willow
Pointe
Park

Warbler Woods
Bird Sanctuary

Sippel
Elementary

Interstate 35

FM 1103

Schwab Rd

To Dry Comal Creek
Greenway/New Braunfels

Dry Comal Creek
Nature Park

FM 482 Corridor Study
Great Springs Project/TxDOT
(2025 AAMPO STBG submission)

FM 482

**Great Northern Trail
Construction
City of Schertz
(2025 TxDOT TA submission)**

Comal County

Guadalupe County

Bexar County

CITY COUNCIL MEMORANDUM

City Council Meeting: June 17, 2025

Department: Planning & Community Development

Subject: Ordinance 25-S-024 – Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 11 - Sign and Advertising Devices, Article 3 Boards, Commissions, and Committees - Section 21.3.3 - Planning and Zoning Commission, Article 7 - Nonconforming Uses, Lots, and Structures, and Article 16 – Definitions.(B.James/L.Wood/S.Haas)

BACKGROUND

City Council from time to time, on its own motion, or at the recommendation of City Staff may propose to amend, change, or modify text in any portion of the Unified Development Code (UDC). It is generally considered good practice to periodically review and update the UDC. The last ordinance that significantly revised Article 11 was in 2017. In the following 8 years, the Schertz City Council has changed, the city has grown, and policies have shifted. Motivated by the recent City Council workshops on Temporary Signs, Staff determined that it was prudent to review and revise Article 11.

These proposed amendments will also involve changes to Article 3 - Boards, Commissions, and Committees, Article 7 - Nonconforming Uses, Lots, and Structures, as well as Article 16 - Definitions.

GOAL

The goal for these proposed amendments is to update and streamline Article 11. Like other recent UDC amendments, one of the main objectives is to make editorial changes to update UDC language to make it consistent with other Articles, and to help convey information better. For example, replacing specific titles with the "City Manager or his/her designee" language or splitting long paragraphs into subsections like (a), (b), (c), etc. to help easily highlight regulations. This section will detail the proposed amendments starting with Article 11 - Signs and Advertising Devices, and then detailing other articles that were also affected.

Article 11 - Proposed Amendments
Section 21.11.1 Purpose
Summary of Changes Proposed
<ul style="list-style-type: none"> • Staff is proposing to remove unnecessary language. This can be in the form of redundancies that are covered in other sections, or language that is self-evident and does not need to be explicitly stated. <ul style="list-style-type: none"> • Staff is proposing to remove sections pertaining to the ETJ. This is based off of an understanding in recent state laws that have been passed to limit what Schertz is allowed to regulate in the ETJ and how easy it is to petition to be removed from the ETJ. • Staff is proposing to move a sentence from 21.11.3 Administration into the Purpose section as it fits the Purpose section better.

Section 21.11.2 Applicability
Summary of Changes Proposed
<ul style="list-style-type: none"> • Removing unnecessary language. • Subsection A. & B. are not required to be explicitly stated in the UDC. • Subsection C. was a date that was proposed after the last update. This subsection is alluding to provision in the Article relating to categorizing and documenting older signs. This was never done and thus this subsection is not required.
Section 21.11.3 Administration
Summary of Changes Proposed
<ul style="list-style-type: none"> • Removing unnecessary language. • Subsection A. was shortened and moved to 21.11.1 Purpose. • Subsection E. and F. are not required to be explicitly stated in the UDC.
Section 21.11.4 General Requirements
Summary of Changes Proposed
<ul style="list-style-type: none"> • Replacing specific titles with "City Manager or his/her designee". • Making minor edits to the permit application requirements to clarify what staff is looking for. • Rewording of the "Fees" subsection to be consistent with the Fee Schedule.
Section 21.11.5 Exempted Signs
Summary of Changes Proposed
<ul style="list-style-type: none"> • Definitions were added to certain signs that did not have one. <ul style="list-style-type: none"> • Murals were added to the exempted list. • Directional Signs were added to the exempted list.
Section 21.11.6 Prohibited Signs
Summary of Changes Proposed
<ul style="list-style-type: none"> • Subsection J was updated to match recent changes to 21.8.4 Home Occupations. • Subsection K was removed as Staff felt this particular sign is not prevalent in Schertz and the definition seemed problematic as it would include TxDOT traffic signs and other similar devices. • Definitions were added to Bandit Signs and the definition of Painted Signs was edited to be consistent with Murals. • Balloon Signs were added based off of recent City Council workshops on Temporary Signs.
Section 21.11.7 Removal of Signs
Summary of Changes Proposed
<ul style="list-style-type: none"> • Replacing specific titles with "City Manager or his/her designee".
Section 21.11.8 General Sign Provisions

Summary of Changes Proposed	
<ul style="list-style-type: none"> • Removing wind load language as it is covered in the Building Code. • Replacing specific titles with "City Manager or his/her designee". • Sign clearance language was removed as our setback requirements make this language unnecessary. 	
Section 21.11.9 Wall Signs	
Summary of Changes Proposed	
<ul style="list-style-type: none"> • Regulations were condensed into new subsections. • A special provision for Main Street properties abutting a railroad track. • "Areas with Limited/Unlimited Access" changed to simple roadway classification. • Wall sign standards turned into an easy to read table. • Staff is proposing changes to the standards as well that are detailed below: 	
Current Code	Proposed Code
<ul style="list-style-type: none"> • Interstates, Farm to Market Roads, and Schertz Parkway are considered the same. • Sign square footage calculated by % of facade or a cap determined by roadway, whichever is less. • Allowed buildings within Manufacturing Light District (M-1) and Manufacturing Heavy District (M-2) with a 300-linear foot facade a maximum of 250 square feet of signage. 	<ul style="list-style-type: none"> • Schertz Parkway has stricter standards than Interstates and Farm to Market Roads. • Wall signs are allowed more flexibility and given an allotment of square footage per facade. This would more clearly allow either multiple sign components or one contiguous sign. • Simplified for sign square footage to not exceed cap determined by roadway. • Provision added that allows large buildings (over 100,000 sq ft.) additional square footage for signage.
Section 21.11.10 - Freestanding Sign	
Summary of Changes Proposed	
<ul style="list-style-type: none"> • This is essentially a new category that has been created from combining the current "Freestanding Ground Sign", "Monument Sign", and "Multi-Tenant Sign" sections. • "Areas with Limited/Unlimited Access" changed to simple roadway classification. • Sign standards turned into an easy-to-read table. • Staff is proposing changes to the standards as well. Sign standards on FM roads gain area but decrease in height. Standards on Schertz Parkway decreased in both height and area, while most other regulations remain. These are detailed below: 	
Current Code	Proposed Code
<ul style="list-style-type: none"> • Interstates, Farm to Market Roads, and Schertz Parkway are considered the same. • Freestanding Ground Signs allowed a maximum height of 50 feet on Interstates, 40 feet on FM Roads, 	<ul style="list-style-type: none"> • Schertz Parkway has stricter standards than Interstates and Farm to Market Roads. • Freestanding Signs allowed a maximum height of 50 feet on Interstates, 35 feet on FM Roads, and 20 feet everywhere else. • Freestanding Signs allowed a maximum

<p>except 18 feet for FM 3009 and Schertz Parkway, and 20 feet everywhere else.</p> <ul style="list-style-type: none"> • Freestanding Ground Signs allowed a maximum area of 250 sq. ft. on Interstates, 100 sq. ft. on FM Roads, except 90 sq. ft. for FM 3009 and Schertz Parkway, and 32 sq. ft. everywhere else. • Monument Signs allowed a maximum height of 5 foot 6 inches. • Monument Signs allowed a maximum area of 50 sq. ft. • Multi-Tenant Signs allowed a maximum height of 20 feet on Interstates, 18 feet on FM Roads and Schertz Parkway, and 15 feet everywhere else. • Multi-Tenant Signs allowed a maximum area 1% of building or 150 sq. ft. whichever is less. • Developer responsible for providing "adequate" space for tenants in Multi-Tenant signs. 	<p>area of 250 sq. ft. on Interstates and FM Roads, and 150 sq. ft. everywhere else.</p> <ul style="list-style-type: none"> • Provision added that prevents any one business taking up more that 50% of the allowable square footage for a multi-tenant sign. Where the current code has the developer being responsible for "adequate" space for tenants, this new rule provides a clear limitation and ensures space for tenants. • Included requirements from existing 21.11.13 Electronic Signs.
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Section 21.11.11 Monument Signs

Summary of Changes Proposed

- The section is proposed to be removed and combined with the new "Freestanding Signs".

Section 21.11.12 Multi-Tenant Signs

Summary of Changes Proposed

- The section is proposed to be removed and combined with the new "Freestanding Signs".

Section 21.11.13 Electronic Signs

Summary of Changes Proposed

- The section is proposed to be removed and combined with the new "Freestanding Signs".

Section 21.11.14 Directional Signs

Summary of Proposed Changes

- The section is proposed to be removed and "Directional Signs" are proposed to be exempt from permitting although some standards still apply.

Section 21.11.15 Subdivision Entry Signs

Summary of Proposed Changes

- Subdivision Entry Signs are now given different standards for roadway classification, where previously there was only one standard for all.
- Standards are the same except Interstates and FM Roads are given slightly higher maximums on height (10 feet) and area (50 sq. ft.).

Section 21.11.16 Price Per Gallon Display

Summary of Proposed Changes

- Standards remain the same except:
- There is no stipulation on letter size.
- Square footage of Price Per Gallon Displays is included with main permitted sign.
- This section was also moved up in order and will now be after the new "Freestanding Signs"

Section 21.11.17 Temporary Signs

Summary of Proposed Changes

- Sign standards turned into an easy-to-read table.
- Other items were included due to recent City Council workshops, such as limiting feather flag duration.
- A recurring event permit subsection was added for long-held community events in Schertz.
- "Development Signs" and "Real Estate Signs" were added to these sections as these are, in essence, temporary signs as well.

Section 21.11.18 Development Signs

Summary of Proposed Changes

- The section is proposed to be removed and "Development Signs" standards were put into "Temporary Signs".

Section 21.11.19 Real Estate Signs

Summary of Proposed Changes

- The section is proposed to be removed and "Real Estate Signs" standards were put into "Temporary Signs".

Section 21.11.20 Banners over Public Rights-of-Way

Summary of Proposed Changes

- Minor edits were made in this sections. Just removing unclear/conflicting language and adding "City Manager or his/her designee" to a paragraph.

Section 21.11.21 Nonconforming Signs

Summary of Proposed Changes

- Section is being moved to Article 7 which is the Nonconforming Article of the UDC.
- Proposed to be deleted as a result.

Section 21.11.22 Licenses

Summary of Proposed Changes
<ul style="list-style-type: none"> • The licenses section is being proposed to be removed as licensing requirements are covered in the Code of Ordinance and are not needed in the UDC. • This section is instead proposed to be revised into a "Waiver" section that details a waiver process for sign standards in extraordinary circumstances. • This waiver is proposed to be heard by the Planning and Zoning Commission with any appeals going to City Council.
Section 21.11.23 Violations
Summary of Proposed Changes
None.

The result of these proposed changes will result in the removal of 7 sections. For example, the last section "Violations" would be renumbered to 21.11.16.

These amendments also require changes to Article 3, Article 7, and Article 16. These changes are detailed below:

Article 3 Proposed Amendments	
Section 21.3.3 - Planning and Zoning Commission	
<ul style="list-style-type: none"> • Language was added in Subsection B.2 that details the Planning and Zoning Commission having approval authority for waivers related to Article 11. This is consistent with the new Waiver section in Article 11. 	
Article 7 Proposed Amendments	
Section 21.7.12 (New Section) - Nonconforming Signs	
Summary of Proposed Changes	
<ul style="list-style-type: none"> • This section was copied from existing code Article 11, Section 21.11.21 • Language was added directly from Local Government Code Section 216.013 pertaining to when signs lose nonconforming status. 	
Article 16 - Definitions	
Summary of Proposed Changes	
Staff will be adding and changing select definitions related to signs.	
Definitions added:	Definitions replacing/editing:
<ul style="list-style-type: none"> • Façade: The portion of any exterior elevation of the building extending from grade 	<ul style="list-style-type: none"> • Balloon/Inflatable Signs: One or more inflatable devices filled with lighter-than-air gas used as a temporary sign for the purpose of directing attention to any location, event, person, product, good, service, activity, institution or business. • Bandit Sign: An illegally placed sign often used for advertising a service, business, or product. • Directional Signs: Any on-premise sign that directs the movement of traffic on private property within developments. Directional signs shall be located in a

<p>to the top of the roof or parapet. Does not include structural or nonstructural elements which extend beyond roof or parapet.</p> <ul style="list-style-type: none"> • Murals. A graphic displayed on the exterior of a building for decoration or artistic expression. Shall not include text, logos, or images advertising or indicating a service or product. • Subdivision Entry Signs: entry signs identifying a residential or mixed-use development. 	<p>developments. Directional signs shall be located in a manner where they will not interfere with the safe movement of vehicles or pedestrians and shall not be located within any visibility triangle. Cannot be greater than twelve (12) square feet in area</p> <ul style="list-style-type: none"> • Freestanding Sign: A sign that is not attached to a building and which is self-supported. • Temporary Signs: A sign constructed of a natural or man-made flexible material including, but not limited to, cloth, canvas, vinyl, engineered wood products not rated for outside use, or fabric which can be easily folded or rolled that is mounted with or without an enclosing framework that is attached or tethered to the building or structures. These signs are intended to be displayed for a limited period of time. • Wall Sign: Any sign attached to or projected from the exterior wall surface or facade of a building <ul style="list-style-type: none"> • Wind Sign: Any display or series of displays, banners, flags, pennants or other such objects designed and fashioned in such a manner as to move when subjected to wind pressure. Wind signs shall only be permitted as temporary signs. Feather Flags are the only type of wind driven signs allowed.
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COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

When staff evaluates Unified Development Code Amendments, they use section 21.4.7.D Criteria for approval.

1. The proposed amendment promotes the health, safety, and general welfare of the City;

It is considered good practice to proactively review and improve the Unified Development Code that governs development within the City of Schertz. This process has started because of the recent Temporary Sign workshops and staff has used this opportunity to overhaul the rest of Article 11. In promoting health, safety and general welfare, the city strives to make our development code more logical, easy to understand, and more consistent to enforce/administer. The proposed amendments help make Article 11 more user-friendly for residents, applicants, and city staff. This is done by creating more consistent language across the UDC, allowing for greater flexibility in our sign standards, and by simplifying language.

2. The proposed amendment is consistent with the goals, objectives, and policies of the UDC and the City;

The proposed amendments are consistent with the goals and desires of the City Council as discussed at the November 19, 2024, City Council workshop, the January 7 and February 4, 2025, City Council Meetings. Also, the Schertz Strategic Plan states that one of the goals and objectives for the city is to have a "thriving economy" by supporting "business retention and recruitment". Updating our sign code to be more flexible and easier to understand will help our business community here in Schertz thrive.

3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law; and

Some of these proposed amendments are reactive to state law changes, such as eliminating language pertaining to the ETJ. Mostly, these amendments are in response to issues that residents and applicants have had with Article 11. Staff's efforts to make this Article simpler and easier to understand will help address these concerns. Finally, certain sections do reflect changing conditions such as exempting murals or the change in classification of Schertz Parkway. The existing code equates Schertz Parkway with thoroughfares such as FM 3009 or FM 78; however, these amendments acknowledge that Schertz Parkway is not developing as an intense commercial corridor, and thus these sign amendments will help preserve its current character.

4. Other factors which are deemed relevant and important in the consideration of the amendment.

Staff has ensured all UDC requirements have been met and the City Attorney's office has assisted staff to ensure state law compliance as well. The scheduled public hearing will provide an opportunity to introduce new factors for consideration.

RECOMMENDATION

These proposed amendments help promote the health, safety, and welfare for Schertz, align with city policies, and help meet the challenge of changing conditions. Therefore, staff is recommending approval of Ord. 25-S-024.

The Planning and Zoning Commission held a public hearing on May 7, 2025 and recommended approval with a reduction from 50 feet to 35 feet to the height of Freestanding Signs on Farm to Market Roads. The Commission's recommendation was a 7-0 vote.

Attachments

Ord. 25-S-024 with Exhibits

UDC Sign Code Amendments - Redlines

UDC Article 16 Amendments

City Council Presentation Slides

ORDINANCE 25-S-024

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO AMEND PART III, SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC) ARTICLE 11 - SIGN AND ADVERTISING DEVICES, ARTICLE 3 BOARDS, COMMISSIONS, AND COMMITTEES - SECTION 21.3.3 - PLANNING AND ZONING COMMISSION, ARTICLE 7 - NONCONFORMING USES, LOTS, AND STRUCTURES, AND ARTICLE 16 – DEFINITIONS

WHEREAS, pursuant to Ordinance No. 10-S-06, the City of Schertz (the “City”) adopted and Amended and Restated Unified Development Code on April 13, 2010, as further amended (the “Current UDC”); and

WHEREAS, City Staff has reviewed the Current UDC and have recommended certain revision and updates to, and reorganization of, the Current UDC;

WHEREAS, on May 7, 2025, the Planning and Zoning Commission conducted a public hearing and thereafter recommended approval with modifications; and

WHEREAS, on June 17, 2025, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the proposed amendments are appropriate and in the interest of the public safety, health, and welfare.

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

Section 1. The current UDC is hereby amended as set forth on Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereto.

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

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

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

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

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

Section 7. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED and ADOPTED, this ____ day of _____ 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit “A”

Proposed Unified Development Code (UDC) Amendments

Article 3 – Boards, Commissions, and Committees

Section 21.3.3 – Planning and Zoning Commission

Sec. 21.3.3. Planning and Zoning Commission.

- A. *Structure of the Commission.* The Planning and Zoning Commission is established in accordance with the City Charter and Commission members are appointed by the City Council.
- B. *Duties and Approval Authority.*
1. The Planning and Zoning Commission shall have the authority to review and make a recommendation to the City Council on the following applications:
 - a. amendment to the Comprehensive Land Plan;
 - b. establish or amend a zoning district map classification, including creation or amendment of an overlay district;
 - c. rezoning requests including an application for a Specific Use Permit.
 - d. amendment to the UDC; and
 - e. a Development Agreement as set forth in the LGC and this UDC;
 2. The Planning and Zoning Commission shall have final approval authority on the following applications:
 - a. Subdivision Master Plan, if forwarded by the City Manager or his/her designee.
 - b. Site Plan; if forwarded by the City Manager or his/her designee.
 - c. preliminary plat; if forwarded by the City Manager or his/her designee.
 - d. final plat; if forwarded by the City Manager or his/her designee.
 - e. amending plat; if forwarded by the City Manager or his/her designee.
 - f. minor plat; if forwarded by the City Manager or his/her designee.
 - g. replat; if forwarded by the City Manager or his/her designee.
 - h. waivers relating to Article 11, Signs and Advertising Devices, and
 - i. waivers relating to Article 12, Subdivisions.
 3. The Planning and Zoning Commission shall have the authority to make final determinations relating to appeals of staff determinations on the following items:
 - a. Required Conditions for Home Occupations and denial of a Home Occupation permit.
 - b. Site Design Standards including Tree Preservation & Mitigation, Revisions to Approved Site Plans.
 - c. Signs & Advertising Devices including general requirements, removal of signs.
 - d. Additional Design Requirements including off street parking, building setback lines, and landscape buffers.
 - e. An appeal of a driveway waiver determination.

(Ord. No. 17-S-40, § 1(Exh. A), 10-24-2017; Ord. No. 19-S-22, § 1(Exh. A), 9-3-2019; Ord. No. 23-S-29, § 1(Exh. A), 12-5-2023)

Exhibit “B”

Proposed Unified Development Code (UDC) Amendments

Article 7 - Nonconforming Uses, Lots, and Structure

ARTICLE 7. NONCONFORMING USES, LOTS AND STRUCTURES

Sec. 21.7.1. Purpose and intent.

- A. Within the districts established by this UDC or amendments thereto, there may exist lots, structures, uses of land and structures, and characteristics of use which were lawfully in existence and operating before this UDC was enacted, amended or otherwise made applicable to such lots, structures or uses, but which do not now conform to the regulations of the district in which they are located. It is the intent of this UDC to permit such nonconforming uses to continue, as long as the conditions within this section and other applicable sections of this UDC are met.
- B. It is further the intent of this UDC that nonconforming uses, lots and structures shall not be enlarged upon, expanded or extended, and shall not be used as a basis for adding other structures or uses prohibited elsewhere in the same district.
- C. Nonconforming uses are hereby declared to be incompatible with the permitted uses in the districts involved.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.2. Nonconforming status.

- A. Except as provided in section 21.7.9 below, any use, platted lot or structure that does not conform with the regulations of this UDC on the effective date hereof or any amendment hereto, shall be deemed a nonconforming use, platted lot or structure provided that:
 - 1. Such use, platted lot or structure was in existence under, and in compliance with, the provisions of the immediately prior UDC or code;
 - 2. Such use, platted lot or structure was a lawful, nonconforming use, platted lot or structure under the immediately prior UDC or code; or
 - 3. Such use, platted lot or structure was in existence at the time of annexation into the City, was a legal use of the land at such time, and has been in regular and continuous use since such time.
- B. Except as provided in section 21.7.9 below, any other use, platted lot or structure which does not conform with the regulations of the zoning district in which it is located on the effective date of this UDC or any amendment hereto, shall be deemed to be in violation of this UDC, and the City shall be entitled to enforce fully the terms of this UDC with respect to such use, platted lot or structure.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.3. Continuing lawful use of land and structures.

- A. A nonconforming use or structure may continue to be used, operated or occupied in accordance with the terms of the zoning regulations by which it was established, or in the case of annexed property, in accordance with the regulations under which it was created.
- B. A nonconforming structure occupied by a nonconforming use may be re-occupied by a conforming use, following abandonment of the nonconforming use.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.4. Expansion of nonconforming uses and structures.

- A. A nonconforming use may be extended throughout the structure in which it is located, provided that:
 - 1. The structure or its premises shall not be enlarged or increased in height, in floor area or in land area to accommodate extension of the nonconforming use;
 - 2. No alteration shall be made to the structure occupied by the nonconforming use, except those alterations that are required by law to preserve the integrity of the structure and alterations that would upgrade the quality, safety or aesthetic appeal of the structure; and
 - 3. The number of dwelling units occupying the structure shall not exceed the number of dwelling units existing at the time the use became nonconforming.
- B. A nonconforming use occupying a structure shall not be extended to occupy land outside the structure.
- C. A nonconforming use or structure shall not be enlarged, increased or extended to occupy a greater area of land than was occupied at the time the use or structure became nonconforming, except to provide additional off-street parking or loading areas required by this UDC.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.5. Abandonment of nonconforming uses and structures, and cessation of use of structures or land.

- A. If a nonconforming use or structure is abandoned, any future use of the premises shall be in conformity with the provisions of this UDC, as amended, and with any other applicable City codes, ordinances or regulations that are in effect at the time the use is resumed or the structure is re-occupied.
- B. A nonconforming use or structure shall be deemed "abandoned" in the following circumstances:
 - 1. The use ceases to operate for a continuous period of 180 calendar days;
 - 2. The structure remains vacant for a continuous period of 180 calendar days; or
 - 3. In the case of a temporary use, the use is moved from the premises for any length of time.
- C. If the use of any lot, tract or property that does not have a building on it and that is used for open/outside storage as of the effective date of this UDC is made nonconforming by this UDC, as amended on the effective date, then such storage use shall cease within 180 calendar days following the effective date of this UDC. The lot, tract or property shall be cleaned up and all trash, debris, stored items and vehicles, and other materials shall be removed from the premises such that the property is not a physical or visual nuisance to the public or to surrounding property owners.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.6. Substitution of nonconforming uses.

- A. A nonconforming use shall not be changed to another nonconforming use.
- B. A nonconforming use may be changed to a conforming use provided that, once such change is made, the use shall not be changed back to a nonconforming use.

- C. A conforming use located in a nonconforming structure may be changed to another conforming use, but shall not be changed to another nonconforming use.
- D. Notwithstanding any of the provisions of this section, a nonconforming HUD-Code manufactured home may be exchanged or replaced by another HUD-Code manufactured home, provided the newly located residential unit is owner-occupied.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.7. Reconstruction or repair of nonconforming structure.

- A. If more than fifty percent (50%) of the total appraised value of a nonconforming structure, as determined by the applicable county appraisal district, is destroyed by fire, the elements, or some other cause, then the structure may be rebuilt only in conformity with the standards of this UDC.
- B. If less than fifty percent (50%) of the total appraised value of a nonconforming structure, as determined by the applicable county appraisal district, is destroyed by fire, the elements, or some other cause, then the structure may be reconstructed as it was before the partial destruction but only to its original dimensions and floor area, and provided that such reconstruction is completed within 365 calendar days following the event that caused the partial destruction. If reconstruction is delayed by contested insurance claims, litigation, or some other similar cause, then the 365 calendar day reconstruction period may be extended by the City Manager or his/her designee, at his/her sole discretion.
- C. If a nonconforming structure that is totally or partially destroyed was occupied by a nonconforming use at the time of such destruction, then the nonconforming use may be re-established subject to the limitations on expansion set forth in section 21.7.4 above.
- D. Any conforming structure that is totally or partially destroyed shall be reconstructed only in conformity with the standards of this UDC.
- E. Nothing in this UDC shall be construed to prohibit the upgrading, strengthening, repair or maintenance of any part of any structure, conforming or nonconforming, that is declared unsafe or uninhabitable by the proper authority, unless such repairs or maintenance exceeds fifty percent (50%) of the structure's appraised value, as determined by the applicable county appraisal district.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.8. Relocation of nonconforming structure.

No nonconforming structure or building shall be moved in whole or in part to any other location on the lot, or to any other location or lot, unless every portion of such structure is in compliance with all the regulations of the zoning district in which the structure is to be relocated. Such building relocation shall also require a structure relocation permit from the City, and may also require platting of the intended building site as well as Site Plan approval pursuant to this UDC.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.9. Nonconforming lots.

- A. The following types of platted lots shall be deemed in conformance with the provisions of this UDC, notwithstanding the fact that such lot does not meet the standards of this UDC in the zoning district in which it is located:

1. Any vacant lot that conformed to the City's zoning district regulations at the time that it was platted; or
 2. Any lot occupied by a single-family dwelling authorized under the zoning district regulations in which the lot is located.
- B. Nothing in this UDC shall be construed to prohibit the use of a lot that does not meet the minimum lot standards of the zoning district in which it is located, provided that the lot is zoned for the land use(s) intended and the lot was platted as a lot of record prior to the effective date of this UDC.
- C. A lot of record located within the RA zoning district that is nonconforming may be occupied by a single-family dwelling provided that all applicable zoning standards with regard to building setbacks, building size and design criteria are met.
- (Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.10. Validation.

- A. Within the City, there exist on the following subdivisions: Belmont Park; Kramer Farm; Whisper Meadows; Northcliffe II; Tanglewood; Wynn Brook; Jonas Woods Unit 1 Lots 1-18, Block 3; Jonas Woods Unit 1 Lots 1-29, Block 2; Jonas Woods Unit 1 Lots 1-18 and 51-65, Block 1; Jonas Woods Unit 4; The Ridge at Scenic Hills; Fairhaven; The Links at Scenic Hills; and The Fairways at Scenic Hills (the "Subdivisions"), which include structural encroachments onto platted setbacks; plats with improperly designated setbacks or improper lot sizes; and improper master plans. It is the intent of this section to validate such improper encroachments, plats, and master plans in the subdivisions and to determine that such improper encroachments, plats, and master plans are deemed not to be in violation of this UDC, but only so long as the conditions within this section 21.7.10 of this UDC are met. The provisions of this section shall be limited to validate only the improper encroachments, plats, and master plans on February 24, 2009 in the subdivisions.
- B. The portions of existing structures encroaching onto platted setbacks in any of the subdivisions on the effective date of this UDC (validated encroaching structures) shall not be enlarged upon, expanded, or extended into the platted setback area.
- C. If more than fifty percent (50%) of (i) the total square footage of a validated encroaching structure or (ii) the total appraised value of the validated encroaching structure, as determined by the applicable county appraisal district, is destroyed by fire, the elements, or some other cause, the validated encroaching structure may not be rebuilt within the platted setback, except as may otherwise be permitted by this UDC (other than this section). If fifty percent (50%) or less of (i) the total square footage of a validated encroaching structure or (ii) the total appraised value of the validated encroaching structure, as determined by the applicable county appraisal district, is destroyed by fire, the elements, or some other cause, the validated encroaching structure may be reconstructed as it was before the partial destruction but only to its original dimensions and footprint area within the platted setback, and provided that such reconstruction is completed within 365 calendar days following the event that caused the partial destruction. If reconstruction is delayed by contested insurance claims, litigation, or some other similar cause, the three hundred sixty-five calendar day reconstruction period may be extended by the City Manager or his/her designee, at his/her sole discretion.
- D. No validated encroaching structure encroaching onto a platted setback shall be moved in whole or in part to any other location on the lot, unless every portion of such structure after such relocation is out of the platted setback and is in compliance with all the requirements of the zoning district for such lot and all other applicable requirements of this UDC and other applicable codes, ordinances or regulations of the City in effect at such time.
- E. If application is made to have plats with improper setbacks, plats with improper lot sizes, and/or existing master plans for any of the subdivisions replatted or amended, any such replats or amendments shall be

required to be in conformity with the provisions of this UDC (other than this section) and with all other applicable City codes, ordinances or regulations that are in effect at the time application for amendment or replatting is made.

- F. This section is subject in all events to the property owner's rights set forth in Local Government Code Chapter 245.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.11 Agricultural Operations.

- A. Within the City of Schertz, there exists properties that have been utilized for Agricultural Operations prior to being annexed into the City of Schertz. Agricultural Operations per H.B. No 1750 include cultivating the soil, producing crops or growing vegetation for human food, animal feed, livestock forage, forage for wildlife management, planting seed or fiber, floriculture, viticulture, horticulture, silviculture, wildlife management, raising or keeping livestock or poultry, including veterinary services, and planting cover crops or leaving land idle for the purpose of participating in any governmental program or normal crop of livestock rotation procedures. Per Texas Agriculture Code Chapter 251 Section 251.0055 a city may not impose a governmental requirement that directly or indirectly prohibits the use of a generally accepted agricultural practice.
- B. In order to ensure that properties within the City of Schertz that have been utilized for Agricultural Operations can continue the following are applicable:
- a. Land Use: Properties can be utilized for Agricultural Operations including alternating between growing crops and raising livestock regardless of the zoning designation for the property.
 - b. Expansion of Agricultural Operations: Existing Agricultural Operations can expand to include:
 - i. Increase of field crop area or increase of livestock or change in livestock species
 - ii. Construction of Maintenance Buildings or Equipment Sheds, Barns, Accessory Buildings, Animal Cages or Corrals, Feeders or Grain Storage, or any other miscellaneous Agricultural related structure.
 - 1. Issuance of building permits will not be required for any Maintenance Buildings or Equipment Sheds, Barns, Accessory Buildings, Animal Cages or Corrals, Feeders or Grain Storage, or any other miscellaneous Agricultural related structure that is less than 2,000 square feet.
 - 2. Platting of the property and connection to sanitary sewer will not be required for construction of Maintenance Buildings or Equipment Sheds, Barns, Accessory Buildings, Animal Cages or Corrals, Feeders or Grain Storage, or any other miscellaneous Agricultural related structure.
 - 3. This does not negate the requirement to obtain any necessary building permits or any Certificate of Occupancy requirements for a commercial business that will be occupied by or serves those that do not own or work for the agricultural operation.
 - iii. Construction of additional single family detached residential dwelling units which shall only be utilized for family members or employees of the Agricultural Operations on the same property with a minimum of 5 acres per unit, up to an additional four (4) units per property.
 - 1. Issuance of building permits will be required for any additional single family detached residential dwelling units.
 - 2. Platting of the property and connection to sanitary sewer will not be required for construction of additional single family detached residential dwelling units.

- iv. Construction of new, or repair of existing agricultural fencing in conjunction with agricultural operations, including utilizing barbed wire, is permitted without obtaining a building permit as long as the proposed fencing is within the property boundaries and does not impede sight visibility.
- c. Development Process: Agricultural Operations are subject to all City of Schertz development regulations and processes to include but not limited to Platting, Site Plan, and Building Permits and Inspections with the exceptions provided within this section.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.12 Nonconforming Signs.

- A. *General.* A sign, including its supporting structure, shall be considered nonconforming when it does not conform to all or part of the provisions of this Article and
 - 1. was in existence and lawfully located and used in accordance with the provisions of the prior law, ordinance, code or regulation applicable thereto or which was considered legally nonconforming there under and has since been in continuous or regular use;
 - 2. was in existence, located and used on the premises at the time it was annexed into the City and has since been in continuous use; or
 - 3. was in existence and lawfully located and used as an off-premise sign prior to or on February 19, 2008.
- B. Signs shall lose nonconforming status when:
 - 1. it is removed from the premises for any reason;
 - 2. it has been blown down or otherwise destroyed or dismantled for any purpose other than maintenance operations or for changing the letters, symbols, or other matter on the sign;
 - a. a sign or substantial part of it is considered to have been destroyed only if the cost of repairing the sign is more than 60 percent of the cost of erecting a new sign of the same type at the same location
 - 3. it has become an abandoned sign, a sign that no longer serves to direct attention to an event, person, product, good, service, or activity, which is no longer conducted; or
 - 4. any structural changes are made not related to repair.

Exhibit “C”

Proposed Unified Development Code (UDC) Amendments

Article 11 - Sign and Advertising Devices

ARTICLE 11. SIGNS AND ADVERTISING DEVICES

Sec. 21.11.1. Purpose.

The City recognizes the safety, commercial, emergency, and informational needs for signs. This Article has been adopted to protect the health, safety, and welfare of the citizens in accordance with LGC Chapter 216. The City Manager or his/her designee is hereby authorized and directed to enforce and interpret the provisions of this Article and other laws, ordinances, codes and regulations applicable thereto in the City.

Sec. 21.11.2. Applicability.

All signs shall be erected, displayed, altered or reconstructed in conformity with this Article. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

Sec. 21.11.3. Administration.

- A. *Applications.* The City Manager or his/her designee shall receive applications, review plans and documentation and issue permits for the erection, installation, enlargement, alteration, and repair of all signs within the City and its ETJ.
- B. *Inspection.* The City Manager or his/her designee shall make all inspections necessary to ensure compliance with all state and local requirements governing signage.
- C. *Notices and Orders.* The City Manager or his/her designee shall issue all necessary citations, notices or orders to ensure compliance with this Article.
- D. *Liability.* The City Manager or his/her designee, members of the Planning and Zoning Commission, or other City employees charged with the enforcement of this Article, while acting for the City in good faith and without malice in the discharge of the duties required by this Article or other pertinent laws, ordinances, codes or regulations shall not be rendered liable personally and are hereby relieved of personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this Article shall be defended by a legal representative of the City until the final termination of the proceedings.

Sec. 21.11.4. General Requirements.

- A. *Permit Required.*
 - 1. No person shall erect, alter or display any sign without first obtaining a sign permit to do so from the City Manager or his/her designee. No sign permit shall be released by the City Manager or his/her designee until after the building permit for the principal building on the site has been issued.
 - 2. *Electrical Permit Required.* No person shall install and connect electrical systems for a sign within the City or its ETJ without first obtaining an electrical permit from the City Manager or his/her designee. The the City Manager or his/her designee shall not issue an electrical permit for a sign until after the principal sign permit for such work has been issued.
- B. *Application.* The following information shall be required for each application for a permit:
 - 1. Completed building permit application;

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2. Sign Plan Exhibits which include:
 - a. location of all buildings, structures or tracts to which or upon which the sign is to be attached or erected; and
 - b. position of the sign in relation to rights-of-way, property lines, easements, buildings or structures and other existing signs; and
 - c. plans that illustrate height, length, width and all other dimensions associated with the sign including all electrical elements of the sign.
 3. A copy of a contract with construction costs signed by the owner of the property stating that the applicant has permission to erect such sign.
- C. *Fees.* All fees for a sign permit shall be in accordance with the current fee schedule adopted by City Council.
1. A permit shall not be valid until such fee has been paid. An amendment to a permit shall not be released until the additional fees, if any, have been paid.
 2. An additional fee shall be assessed in accordance with the current fee schedule for work beginning prior to obtaining a permit as required by this Article. Payment of such fees shall not relieve any person(s) from any other penalties prescribed by this UDC or any other law, ordinance, code or regulation applicable thereto.
- D. *Action on Application.* The City Manager or his/her designee shall examine applications for permits and amendments in accordance with state law after a complete application is filed. If the application or the construction documents do not conform to the requirements of this Article and other pertinent laws, ordinances, codes or regulations, the City Manager or his/her designee shall reject such application in writing, stating the reasons therefore. If the City Manager or his/her designee is satisfied that the proposed work conforms to the requirements of this Article and other laws, ordinances, codes and regulations applicable thereto, the City Manager or his/her designee shall issue a permit.
- E. *Time Limitation of Application.* An application for a permit for any proposed work for which a permit has not been issued shall be deemed abandoned six (6) months after the date of filing. The City Manager or his/her designee may, at his/her discretion, grant one extension for additional time not exceeding ninety (90) days. The extension shall be requested in writing and justifiable cause demonstrated. Permits issued under this Article are non-transferable from one person to another.
- F. *Condition of Permit.* A permit issued under this Article shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of this Article or other law, ordinances, codes and regulations applicable thereto. Nor shall issuance of a permit prevent the City Manager or his/her designee from thereafter requiring correction of errors in plans, construction, or removing violations of this Article or other laws, ordinances, codes or regulations applicable thereto. Every permit issued shall become invalid six (6) months after its issuance if the work is not completed unless otherwise stated in this Article.
- G. *Suspension or Revocation.* The City Manager or his/her designee is authorized to suspend or revoke a permit issued under this Article whenever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of this Article or any other laws, ordinances, codes or regulations applicable thereto.
- H. *Public Rights-of-Way, Alleys and Easements.* A permit shall not be issued by the City Manager or his/her designee for the placement of a sign that will encroach upon any public right-of-way, alley or utility or drainage easement.
- I. *Placement of Permit.* The permit or copy thereof shall be kept on the site until the work permitted is completed.

- J. *Appeal*. An individual who has been denied a permit or had a permit revoked may appeal in writing along with the established filing fee to the Planning and Zoning Commission within ten (10) days after the date of denial or revocation.

Sec. 21.11.5. Exempted Signs.

The following types of signs or sign work are exempt from the permit requirements of this Article provided exemptions does not violate any other provisions of this Article or this UDC:

- A. *Governmental Signs*. Any sign indicating public facilities, public works projects, public services, or other places, events, persons, products, goods, programs, activities or institutions conducted by the Federal, State or any local government.
- B. *Political Signs*. A sign pertaining to any national, state, county or local election, or issue and erected for the purpose of announcing a political candidate, political party or ballot measure, or a position on a political issue.
- C. *Railway Signs*. Any sign within the railway right-of-way placed and maintained in reference to the operation of such railway.
- D. *Utility Signs*. Any sign marking utility or underground communications or transmission lines.
- E. *Vehicle Signs*. Any sign placed on or affixed to vehicles and/or trailers where the sign is incidental to the primary use of the vehicle or trailer as a form of transportation and which identifies the business, products, or services with which the vehicle and/or trailer is related.
- F. *Flags*. Official flags of governmental jurisdictions or non-profit organizations. Nothing in this Article shall be construed to prevent the display of a national or state flag or to limit flags, insignias, or legal notices or informational, directional or traffic signs which are legally required and necessary to the essential functions of governmental agencies. Flag poles shall not exceed thirty-five (35) feet in height.
- G. *Warning Signs*. Signs warning the public of the existence of danger but containing no advertising material.
- H. *Street Address Signs*. Address signs containing only numeric addresses and street names.
- I. *Holiday Signs*. Any temporary sign promoting the celebration of a holiday and containing no commercial advertising.
- J. *Plaques*. Any commemorative sign of a recognized historical society or organization.
- K. *Menu Board Signs*. A maximum of two (2) menu board signs, each with a maximum of thirty-two (32) square feet in area, shall be allowed per drive through service restaurant or restaurant drive-up window or similar drive through business. Structural and electrical elements will still require review from the City Manager or his/her designee.
- L. *Minor Repairs and Maintenance*. Minor repair work to any sign, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles, painting or other similar exterior maintenance of a sign structure so long as no structural alterations are made to the sign.
- M. *Murals*. A graphic displayed on the exterior of a building for decoration or artistic expression. Shall not include text, logos, or images advertising or indicating a service or product.
- N. *Directional Signs*. Any on-premise sign that directs the movement of traffic on private property within developments. Directional signs shall be located in a manner where they will not interfere with the safe movement of vehicles or pedestrians and shall not be located within any visibility triangle. Cannot be greater than twelve (12) square feet in area.

Sec. 21.11.6. Prohibited Signs.

- A. *Obscene Signs.* No person shall erect or display a sign in which the dominant theme of material taken as a whole appeals to the prurient interest in sex, and is patently offensive because it affronts current community standards relating to the description or representation of sexual matters, and is utterly without redeeming social literary, artistic, political, and scientific value, according to contemporary community standards.
- B. *Obstructing Doors, Windows or Fire Escapes.* No person shall erect or display any sign that prevents free ingress to or egress from any door, window or fire escape.
- C. *Obstructing Vision/Sight Triangle.* No person shall erect or display any sign in such a manner as to obstruct free and clear vision of moving vehicles at any location, street intersection, or driveway. All signs placed at any intersection shall prevent such problem by observing a visibility triangle (see definition of visibility triangle).
- D. *Interference With Traffic.* No sign shall be permitted which interferes with vehicular or pedestrian traffic as a result of the position, size, shape, movement, color, fashion, manner, or intensity of illumination, or any other characteristics causing such interference. No person shall erect or allow to be displayed any sign in such a manner as to interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, including, signs making use of the words "stop", "go", "look", "slow", "danger", or any other similar word, phrase, symbol or character. No person shall employ any red, yellow, green, or other colored lamp or light in such a manner as to cause confusion or otherwise interfere with vehicular or pedestrian traffic.
- E. *Over Public Property or Public Right-of-Way.* It shall be prohibited to erect or display any type of sign on or over public ROW or other public property, unless the same is erected by the City, County, State or other authorized governmental agency, or with the permission of the City (in its sole discretion), for public purposes.
- F. *Signs on Utility Poles.* No person shall erect or display any sign except as specifically authorized by section 21.11.5 on any utility pole located upon any public right-of-way or utility easement.
- G. *Private Property.* No sign shall be located on private property without the consent of the owner of the premises, including signs located on trees, light poles or mail boxes.
- H. *Dilapidated Signs.* No sign shall be allowed which is deteriorated, dilapidated or in danger of falling or otherwise unsafe.
- I. *Signs in Violation.* No sign shall be allowed that does not comply with any applicable provisions of the building code, this UDC, or any other applicable laws, ordinances, codes or regulations of the City.
- J. *Home Occupation Signs.* No exterior home occupation signs shall be permitted.
- K. *Off Premise Signs.* Except as set forth elsewhere in this Article, all off premise signs are prohibited except that the following signs may be permitted provided they otherwise meet the applicable requirements of this Article:
 - 1. Community Service Signs;
 - 2. Garage Sale Signs;
 - 3. Official Government Signs;
 - 4. Historical Markers and Plaques;
 - 5. Political Signs;
 - 6. Real Estate Signs;

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- 7. Temporary Signs;
 - 8. Traffic Signs;
 - L. *Bandit Signs.*
 - M. *Painted Signs.* No sign advertising or indicating a service or product with text, logos, or images shall be permitted which is painted on the wall of any building or on any part of a building.
 - N. Balloon Signs including inflatable signs are prohibited regardless of size. Feather Flags are the only type of wind driven signs allowed.
 - O. *Other Signs.* Except as set forth elsewhere in this Article, any signs not specifically permitted by this Article are prohibited within the City.

Sec. 21.11.7. Removal of Signs.

- A. *Damaged Signs.* Signs which are determined by the City Manager or his/her designee to be a public hazard or in a state of disrepair shall be repaired or removed within ten (10) days after written notification to the property owner.
- B. *Abandoned Signs.* Signs which are determined by the City Manager or his/her designee to be abandoned shall be removed or otherwise painted over within thirty (30) days after written notification to the property owner by the City Manager or his/her designee.
- C. *Extensions.* The City Manager or his/her designee shall have the authority, to grant extensions as necessary to resolve a damaged or abandoned sign. The extension shall be requested in writing and justifiable cause demonstrated.
- D. *Signs in Right-of-Way and/or Public Property.* Any sign that is erected, constructed, or otherwise located within or upon public right-of-way or on public property may be removed by City personnel and disposed of immediately. The City is not required to notify the owner of the sign of its removal and disposal.
- E. *Relocation of Certain Detached On-Premise Signs.*
 - 1. Legal and non-conforming detached on-premise signs located on or overhanging a parcel of land acquired by a governmental entity may be relocated subject to the restrictions in this section. The owner of the sign and the governmental entity must sign an application requesting the relocation. The relocation must be completed within one (1) year after the date the governmental entity becomes the owner of the property. All relocated signs must fully comply with spacing, setbacks, and other restrictions in this section. All signs must relocate on the remainder of the tract from which the parcel of land was acquired unless:
 - a. There is no remainder; or
 - b. The remainder is not of sufficient size or suitable configuration to allow the relocated sign to fully comply with the spacing, setback, and other restrictions in this section.
 - 2. No relocated detached on-premise sign may have a greater effective area or increased height than it had at its original location, or contain new materials that are more than five feet (5') above grade.
 - 3. No detached on-premise sign may be relocated until demolition and other required permits have been applied for and approved by the City.
 - 4. No new electrical or mechanical properties may be added to a relocated detached on-premise sign. (For example, a non-illuminated sign may not be converted to an illuminated sign.)

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- F. *Illegally Erected Temporary Sign.* Any temporary sign that is erected, constructed or otherwise displayed, without a permit or in direct violation of this Article shall be removed by City personnel and disposed of immediately. The City is not required to notify the owner of the sign of its removal and disposal.
 - G. *Illegally Erected Permanent Sign.* Any permanent sign installed without a permit or in direct violation of this Article shall be removed by the owner of the sign or property within ten (10) days after written notification by the City Manager or his/her designee.
 - H. *Filing of Liens Against the Property.* The City is authorized to file a lien against any property which is not otherwise exempt to recover reasonable expenses incurred by the City for the removal of a sign or portion of a sign.
 - I. *Appeal.* Any decision rendered by the City Manager or his/her designee or other City personnel in the enforcement of this Article may be appealed to the Planning and Zoning Commission by any person, agent, or representative affected by such decision. Such appeal must be in writing and received within ten (10) days after a decision rendered along with the established fee.

Sec. 21.11.8. General Sign Provisions.

The provisions of this section shall be applicable to all signs hereafter erected, constructed, displayed, altered or repaired on any premise under the jurisdiction of the City.

- A. *Height of Signs.* The vertical height of a sign shall be measured from ground level to the highest part of the sign or its structure.
- B. *Wind and Dead Load Requirements.* All signs shall be designed and constructed to withstand wind loads and to receive dead loads as required by building codes adopted by the City. The sign application must include a statement signed or a letter with an engineer's seal that states compliance with this requirement.
- C. *Location of Business/Residential.* All business and residential locations shall be identified by an address, which is clearly visible from the street.
- D. *Illumination of Signs.* No sign shall be illuminated to such intensity to exceed a maximum of one (1) footcandle measured at the property line. No lighted sign shall be erected or displayed within 150 feet of a single-family residential zoned property unless the lighting is shielded from view.
- E. *Building and Electrical Codes Applicable.* All signs shall be constructed and maintained in conformity with all applicable provisions of the building code, electrical code or other applicable laws, ordinances, codes or regulations of the City.
- F. *Maintenance of Signs.* Every sign shall be maintained in good structural condition at all times. All signs shall be kept neatly painted including all metal parts and supports that are not galvanized or of rust resistant material. On undeveloped parcels of land, the area between any sign and the street or highway to which the sign is oriented and the area within twenty-five feet (25') of such sign must be kept free and clear of debris, trash, and weeds or other refuse and shall be maintained by mowing or trimming of any vegetation.
- G. *Structural Sign Elements.* The structural elements of permanent signs shall be constructed of materials that are noncombustible and may be supported by noncombustible materials only and finished in a presentable manner. Wood or unpainted steel supports are prohibited. Heavy timber and other materials may be used only if approved by the City Manager or his/her designee.
- H. *Sign Clearance.* Notwithstanding any other provisions of this UDC, all signs shall maintain a clearance of at least ten feet (10') when located over a public sidewalk and at least fourteen feet (14') when located over a driveway.

- I. *Sign Area.* The maximum effective sign area shall be the total square footage of a single face specified for each type of sign within this Article.

Sec. 21.11.9. Wall Signs.

- A. Wall Sign Standards apply per façade. Wall signs may be one contiguous sign or have multiple separate components provided total allowable square footage is not exceeded.

Wall Sign Standards		
Roadway Classification	Max Area sq. ft.(per facade)	Maximum Number of façades with signage
Interstates & Farm to Market Roads	250	3 per building or tenant
All Others	100	3 per building or tenant

- Roadway Classification is determined by the address of the building or unit and applies to each allowable sign.
- Buildings over 100,000 square feet are allowed an additional 100 square feet of maximum signage area.
- Wall signs shall not extend into the required building setback and may not be attached to light fixtures, poles, or trees.
- In no case shall a wall sign project above the roofline of any building nor extend above the parapet wall if attached thereto.
- Wall signs shall not be located on any facade (other than the main front of the building) which faces property zoned for single-family residential uses if the sign is within 150 feet of the property line of said residential property.
- Properties on Main Street with a facade facing the railroad are allowed 250 square feet of signage facing FM 78.

- Shall not exceed maximum allowable number of facades with signage.

Sec. 21.11.10. Freestanding Signs.

- A. Freestanding Sign Standards.

Freestanding Sign Standards				
Roadway Classification	Setback ft.	Max Area sq. ft.	Max Height ft.	Maximum Number
Interstates	15	250	50	1 per lot per frontage
Farm to Market Roads	15	250	35	1 per lot per frontage
All Others	15	150	20	1 per lot per frontage

- Roadway Classification is determined by the adjacent frontage the sign will be placed.
- Developments consisting of shopping centers or other multi-tenant type developments shall provide adequate sign spaces for each tenant and no tenant shall have more than 50% of the allowable area.
- A freestanding sign may include an electronic sign as a component of the permitted sign with the following additional standards:

- Limited to two (2) faces per sign.

- b. Limited to fifty (50) square feet per sign face.
- c. Electronic signage shall not exceed a maximum of one (1) footcandle illumination at the property line.
- d. Any change of pictures or information on the electronic sign shall not produce the illusion of moving objects, expanding or contracting shapes, rotation or any similar effect of animation.
- e. Any change of pictures or information on the message board sign shall not change more often than once every four (4) seconds.
- f. Any sign picture or information shall not have a solid white background between the time period of thirty (30) minutes after sunset and thirty (30) minutes before sunrise.

Sec. 21.11.11. Price-Per-Gallon Display .

- A. *General.* All price-per-gallon displays must be an integral part of the freestanding ground sign or wall sign for the site. Displays, whether electronic or manual, shall not scroll or flash.
- B. *Number of Signs.* Only one (1) price-per-gallon sign shall be permitted per site.
- C. *Illumination.* Only internal illumination may be utilized for fuel classification and price-per-gallon sign.

Sec. 21.11.12. Subdivision Entry Signs.

- A. Subdivision Entry Sign Standards

Subdivision Entry Sign Standards			
Roadway Classification	Max Area sq. ft.	Max Height ft.	Maximum Number
Interstates & Farm to Market Roads	50	10	2 per entry
All Others	32	6	2 per entry

- 1. *Subdivision Entry Feature.* A subdivision entry feature which incorporates masonry walls, berms and/or decorative fencing in combination with the subdivision entry sign may be constructed, however, the maximum area containing the subdivision sign shall not exceed standards.

Sec. 21.11.13. Temporary Signs.

- A. Temporary Sign Standards.

Temporary Sign Standards			
Setback ft.	Max Area sq. ft.	Max Height ft.	Maximum Number
15	24	6	3 per business or tenant
Feather Flag Standards			
Setback ft.	Max Area sq. ft.	Max Height ft.	Maximum Number
15	16	8	3 per business or tenant

- 1. Temporary signs shall be permitted for a maximum of 120 days per calendar year and Temporary Sign permits will be issued for thirty (30) day increments.

- a. The cumulative total number of days for which all temporary sign permits issued for a property or business shall not exceed 120 calendar days.
 - b. Each individual sign will count towards the allotted 120 calendar days.
 - c. Feather Flags shall only be permitted for 14 days per calendar year.
2. *Recurring Event Permit.* A Recurring Event Permit is for temporary signs that will be issued in two-day increments for up to fifteen (15) times per year. The applicant requesting a Recurring Event Permit must identify which 15 two day increments they intend to have the temporary signs when applying for the initial permit. The selected dates can be modified as dates change with prior approval.
3. Exceptions:
 - a. Development signs may be installed at any time after the issuance of the building permit for a commercial development or after approval of the final plat for a residential subdivision. The development sign must be removed within six (6) months or upon the issuance of a certificate of occupancy for commercial developments, and within three (3) years of a residential subdivision.
 - b. Real estate signs shall be exempt from the permitting requirements of this section if they do not exceed six feet (6') in height and do not exceed thirty-two (32) square feet in area. Real estate signs shall be limited to one (1) per lot per street frontage.

Sec. 21.11.14. Banners Over Public Rights-of-Way.

- A. *General.* Banners may be erected over predetermined public rights-of-way within the City with the approval of the City Manager or his/her designee.
- B. *Restrictions.* Banners over public rights-of-way shall be permitted only for non-commercial or charitable events that are of general interest to the community as a whole and shall be restricted to non-profit or governmental entities.
- C. *Responsibility.* The applicant shall be responsible for the erection of any banner over public rights-of-way. The banner shall be inspected by the City Manager or his/her designee to ensure the banner is adequately secured. The applicant shall be responsible for removal of any banner erected over public rights-of-way.
- D. *Maximum Banner Size.* The maximum area of a banner shall not exceed 144 square feet. The standard banner size shall be four feet (4') wide by thirty-six feet (36') long. Variations to the standard banner size may be approved by the City Manager or his/her designee when differing variations are necessary to contain the entire message within the banner. In no case shall the area exceed the maximum area identified in this section.

Sec. 21.11.15. Waivers

- A. The Planning and Zoning Commission may authorize waivers from the provisions of this Article when, in its opinion, undue hardship will result from requiring strict compliance. In granting a waiver, the Planning and Zoning Commission shall prescribe only conditions that it deems necessary or desirable to the public interest.
- B. In making their findings, the Planning and Zoning Commission shall take into account the following:
 - a. The nature of the proposed use of the land involved.
 - b. The location of the property in relation to roadway classification.

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- c. The existing uses of land in the vicinity.
 - C. Waivers shall not be granted unless the Planning and Zoning Commission finds:
 - 1. That the granting of the waiver will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area; and
 - 2. Strict interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other nearby properties with the same land use that would comply with the same provisions.
 - D. The Planning and Zoning Commission may establish a time period for execution of each granted waiver.
 - E. Such findings together with the specific facts on which such findings are based shall be incorporated into the official minutes of the Planning and Zoning Commission meeting at which such exception is granted.
 - F. Planning and Zoning Commission shall not authorize a waiver that would constitute a violation of a valid law, ordinance, code or regulation of the City.
 - G. Any decision of the Planning and Zoning Commission regarding waivers to the provisions of this Article may be appealed to the City Council. When considering an appeal, the City Council shall consider the same standards as the Planning and Zoning Commission as outlined above.

Sec. 21.11.16. Violations.

- A. *Unlawful Acts.* It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, or demolish a sign regulated by this Article, or cause the same to be done in conflict with or in violation of any of the provisions of this Article.
- B. *Notice of Violation.* The City Manager or his/her designee is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removing or demolition of a sign in violation of the provisions of this Article or in violation of a permit issued under the provisions of this Article. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

Exhibit “D”

Proposed Unified Development Code (UDC) Amendments

Article 16 – Definitions

Exhibit "D"

Proposed UDC Amendment

Article 16 - Definitions

Proposed changes to Article 16 - Definitions to add:

Façade: The portion of any exterior elevation of the building extending from grade to the top of the roof or parapet. Does not include structural or nonstructural elements which extend beyond roof or parapet.

Murals. A graphic displayed on the exterior of a building for decoration or artistic expression. Shall not include text, logos, or images advertising or indicating a service or product.

Subdivision Entry Signs: entry signs identifying a residential or mixed-use development.

Proposed changes to Article 16 - Definitions to replace/edit:

Balloon/Inflatable Signs: One or more inflatable devices filled with lighter-than-air gas used as a temporary sign for the purpose of directing attention to any location, event, person, product, good, service, activity, institution or business.

Bandit Sign: An illegally placed sign often used for advertising a service, business, or product.

Directional Signs: Any on-premise sign that directs the movement of traffic on private property within developments. Directional signs shall be located in a manner where they will not interfere with the safe movement of vehicles or pedestrians and shall not be located within any visibility triangle. Cannot be greater than twelve (12) square feet in area

Freestanding Sign: A sign that is not attached to a building and which is self-supported.

Temporary Signs: A sign constructed of a natural or man-made flexible material including, but not limited to, cloth, canvas, vinyl, engineered wood products not rated for outside use, or fabric which can be easily folded or rolled that is mounted with or without an enclosing framework that is attached or tethered to the building or structures. These signs are intended to be displayed for a limited period of time.

Wall Sign: Any sign attached to or projected from the exterior wall surface or facade of a building

Wind Sign: Any display or series of displays, banners, flags, pennants or other such objects designed and fashioned in such a manner as to move when subjected to wind pressure. Wind signs shall only be permitted as temporary signs. Feather Flags are the only type of wind driven signs allowed.

No other changes are proposed.

Sec. 21.3.3. Planning and Zoning Commission.

- A. *Structure of the Commission.* The Planning and Zoning Commission is established in accordance with the City Charter and Commission members are appointed by the City Council.
- B. *Duties and Approval Authority.*
1. The Planning and Zoning Commission shall have the authority to review and make a recommendation to the City Council on the following applications:
 - a. amendment to the Comprehensive Land Plan;
 - b. establish or amend a zoning district map classification, including creation or amendment of an overlay district;
 - c. rezoning requests including an application for a Specific Use Permit.
 - d. amendment to the UDC; and
 - e. a Development Agreement as set forth in the LGC and this UDC;
 2. The Planning and Zoning Commission shall have final approval authority on the following applications:
 - a. Subdivision Master Plan, if forwarded by the City Manager or his/her designee.
 - b. Site Plan; if forwarded by the City Manager or his/her designee.
 - c. preliminary plat; if forwarded by the City Manager or his/her designee.
 - d. final plat; if forwarded by the City Manager or his/her designee.
 - e. amending plat; if forwarded by the City Manager or his/her designee.
 - f. minor plat; if forwarded by the City Manager or his/her designee.
 - g. replat; if forwarded by the City Manager or his/her designee; ~~and~~
 - h. waivers relating to Article 11, Signs and Advertising Devices, and
 - ~~ih.~~ waivers relating to Article 12, Subdivisions.
 3. The Planning and Zoning Commission shall have the authority to make final determinations relating to appeals of staff determinations on the following items:
 - a. Required Conditions for Home Occupations and denial of a Home Occupation permit.
 - b. Site Design Standards including Tree Preservation & Mitigation, Revisions to Approved Site Plans.
 - c. Signs & Advertising Devices including general requirements, removal of signs.
 - d. Additional Design Requirements including off street parking, building setback lines, and landscape buffers.
 - e. An appeal of a driveway waiver determination.

(Ord. No. 17-S-40, § 1(Exh. A), 10-24-2017; Ord. No. 19-S-22, § 1(Exh. A), 9-3-2019; Ord. No. 23-S-29, § 1(Exh. A), 12-5-2023)

ARTICLE 7. NONCONFORMING USES, LOTS AND STRUCTURES

Sec. 21.7.1. Purpose and intent.

- A. Within the districts established by this UDC or amendments thereto, there may exist lots, structures, uses of land and structures, and characteristics of use which were lawfully in existence and operating before this UDC was enacted, amended or otherwise made applicable to such lots, structures or uses, but which do not now conform to the regulations of the district in which they are located. It is the intent of this UDC to permit such nonconforming uses to continue, as long as the conditions within this section and other applicable sections of this UDC are met.
- B. It is further the intent of this UDC that nonconforming uses, lots and structures shall not be enlarged upon, expanded or extended, and shall not be used as a basis for adding other structures or uses prohibited elsewhere in the same district.
- C. Nonconforming uses are hereby declared to be incompatible with the permitted uses in the districts involved.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.2. Nonconforming status.

- A. Except as provided in section 21.7.9 below, any use, platted lot or structure that does not conform with the regulations of this UDC on the effective date hereof or any amendment hereto, shall be deemed a nonconforming use, platted lot or structure provided that:
 - 1. Such use, platted lot or structure was in existence under, and in compliance with, the provisions of the immediately prior UDC or code;
 - 2. Such use, platted lot or structure was a lawful, nonconforming use, platted lot or structure under the immediately prior UDC or code; or
 - 3. Such use, platted lot or structure was in existence at the time of annexation into the City, was a legal use of the land at such time, and has been in regular and continuous use since such time.
- B. Except as provided in section 21.7.9 below, any other use, platted lot or structure which does not conform with the regulations of the zoning district in which it is located on the effective date of this UDC or any amendment hereto, shall be deemed to be in violation of this UDC, and the City shall be entitled to enforce fully the terms of this UDC with respect to such use, platted lot or structure.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.3. Continuing lawful use of land and structures.

- A. A nonconforming use or structure may continue to be used, operated or occupied in accordance with the terms of the zoning regulations by which it was established, or in the case of annexed property, in accordance with the regulations under which it was created.
- B. A nonconforming structure occupied by a nonconforming use may be re-occupied by a conforming use, following abandonment of the nonconforming use.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.4. Expansion of nonconforming uses and structures.

- A. A nonconforming use may be extended throughout the structure in which it is located, provided that:
 - 1. The structure or its premises shall not be enlarged or increased in height, in floor area or in land area to accommodate extension of the nonconforming use;
 - 2. No alteration shall be made to the structure occupied by the nonconforming use, except those alterations that are required by law to preserve the integrity of the structure and alterations that would upgrade the quality, safety or aesthetic appeal of the structure; and
 - 3. The number of dwelling units occupying the structure shall not exceed the number of dwelling units existing at the time the use became nonconforming.
- B. A nonconforming use occupying a structure shall not be extended to occupy land outside the structure.
- C. A nonconforming use or structure shall not be enlarged, increased or extended to occupy a greater area of land than was occupied at the time the use or structure became nonconforming, except to provide additional off-street parking or loading areas required by this UDC.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.5. Abandonment of nonconforming uses and structures, and cessation of use of structures or land.

- A. If a nonconforming use or structure is abandoned, any future use of the premises shall be in conformity with the provisions of this UDC, as amended, and with any other applicable City codes, ordinances or regulations that are in effect at the time the use is resumed or the structure is re-occupied.
- B. A nonconforming use or structure shall be deemed "abandoned" in the following circumstances:
 - 1. The use ceases to operate for a continuous period of 180 calendar days;
 - 2. The structure remains vacant for a continuous period of 180 calendar days; or
 - 3. In the case of a temporary use, the use is moved from the premises for any length of time.
- C. If the use of any lot, tract or property that does not have a building on it and that is used for open/outside storage as of the effective date of this UDC is made nonconforming by this UDC, as amended on the effective date, then such storage use shall cease within 180 calendar days following the effective date of this UDC. The lot, tract or property shall be cleaned up and all trash, debris, stored items and vehicles, and other materials shall be removed from the premises such that the property is not a physical or visual nuisance to the public or to surrounding property owners.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.6. Substitution of nonconforming uses.

- A. A nonconforming use shall not be changed to another nonconforming use.
- B. A nonconforming use may be changed to a conforming use provided that, once such change is made, the use shall not be changed back to a nonconforming use.

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- C. A conforming use located in a nonconforming structure may be changed to another conforming use, but shall not be changed to another nonconforming use.
 - D. Notwithstanding any of the provisions of this section, a nonconforming HUD-Code manufactured home may be exchanged or replaced by another HUD-Code manufactured home, provided the newly located residential unit is owner-occupied.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.7. Reconstruction or repair of nonconforming structure.

- A. If more than fifty percent (50%) of the total appraised value of a nonconforming structure, as determined by the applicable county appraisal district, is destroyed by fire, the elements, or some other cause, then the structure may be rebuilt only in conformity with the standards of this UDC.
- B. If less than fifty percent (50%) of the total appraised value of a nonconforming structure, as determined by the applicable county appraisal district, is destroyed by fire, the elements, or some other cause, then the structure may be reconstructed as it was before the partial destruction but only to its original dimensions and floor area, and provided that such reconstruction is completed within 365 calendar days following the event that caused the partial destruction. If reconstruction is delayed by contested insurance claims, litigation, or some other similar cause, then the 365 calendar day reconstruction period may be extended by the City Manager or his/her designee, at his/her sole discretion.
- C. If a nonconforming structure that is totally or partially destroyed was occupied by a nonconforming use at the time of such destruction, then the nonconforming use may be re-established subject to the limitations on expansion set forth in section 21.7.4 above.
- D. Any conforming structure that is totally or partially destroyed shall be reconstructed only in conformity with the standards of this UDC.
- E. Nothing in this UDC shall be construed to prohibit the upgrading, strengthening, repair or maintenance of any part of any structure, conforming or nonconforming, that is declared unsafe or uninhabitable by the proper authority, unless such repairs or maintenance exceeds fifty percent (50%) of the structure's appraised value, as determined by the applicable county appraisal district.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.8. Relocation of nonconforming structure.

No nonconforming structure or building shall be moved in whole or in part to any other location on the lot, or to any other location or lot, unless every portion of such structure is in compliance with all the regulations of the zoning district in which the structure is to be relocated. Such building relocation shall also require a structure relocation permit from the City, and may also require platting of the intended building site as well as Site Plan approval pursuant to this UDC.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.9. Nonconforming lots.

- A. The following types of platted lots shall be deemed in conformance with the provisions of this UDC, notwithstanding the fact that such lot does not meet the standards of this UDC in the zoning district in which it is located:

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1. Any vacant lot that conformed to the City's zoning district regulations at the time that it was platted; or
 2. Any lot occupied by a single-family dwelling authorized under the zoning district regulations in which the lot is located.
- B. Nothing in this UDC shall be construed to prohibit the use of a lot that does not meet the minimum lot standards of the zoning district in which it is located, provided that the lot is zoned for the land use(s) intended and the lot was platted as a lot of record prior to the effective date of this UDC.
- C. A lot of record located within the RA zoning district that is nonconforming may be occupied by a single-family dwelling provided that all applicable zoning standards with regard to building setbacks, building size and design criteria are met.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.10. Validation.

- A. Within the City, there exist on the following subdivisions: Belmont Park; Kramer Farm; Whisper Meadows; Northcliffe II; Tanglewood; Wynn Brook; Jonas Woods Unit 1 Lots 1-18, Block 3; Jonas Woods Unit 1 Lots 1-29, Block 2; Jonas Woods Unit 1 Lots 1-18 and 51-65, Block 1; Jonas Woods Unit 4; The Ridge at Scenic Hills; Fairhaven; The Links at Scenic Hills; and The Fairways at Scenic Hills (the "Subdivisions"), which include structural encroachments onto platted setbacks; plats with improperly designated setbacks or improper lot sizes; and improper master plans. It is the intent of this section to validate such improper encroachments, plats, and master plans in the subdivisions and to determine that such improper encroachments, plats, and master plans are deemed not to be in violation of this UDC, but only so long as the conditions within this section 21.7.10 of this UDC are met. The provisions of this section shall be limited to validate only the improper encroachments, plats, and master plans on February 24, 2009 in the subdivisions.
- B. The portions of existing structures encroaching onto platted setbacks in any of the subdivisions on the effective date of this UDC (validated encroaching structures) shall not be enlarged upon, expanded, or extended into the platted setback area.
- C. If more than fifty percent (50%) of (i) the total square footage of a validated encroaching structure or (ii) the total appraised value of the validated encroaching structure, as determined by the applicable county appraisal district, is destroyed by fire, the elements, or some other cause, the validated encroaching structure may not be rebuilt within the platted setback, except as may otherwise be permitted by this UDC (other than this section). If fifty percent (50%) or less of (i) the total square footage of a validated encroaching structure or (ii) the total appraised value of the validated encroaching structure, as determined by the applicable county appraisal district, is destroyed by fire, the elements, or some other cause, the validated encroaching structure may be reconstructed as it was before the partial destruction but only to its original dimensions and footprint area within the platted setback, and provided that such reconstruction is completed within 365 calendar days following the event that caused the partial destruction. If reconstruction is delayed by contested insurance claims, litigation, or some other similar cause, the three hundred sixty-five calendar day reconstruction period may be extended by the City Manager or his/her designee, at his/her sole discretion.
- D. No validated encroaching structure encroaching onto a platted setback shall be moved in whole or in part to any other location on the lot, unless every portion of such structure after such relocation is out of the platted setback and is in compliance with all the requirements of the zoning district for such lot and all other applicable requirements of this UDC and other applicable codes, ordinances or regulations of the City in effect at such time.
- E. If application is made to have plats with improper setbacks, plats with improper lot sizes, and/or existing master plans for any of the subdivisions replatted or amended, any such replats or amendments shall be

required to be in conformity with the provisions of this UDC (other than this section) and with all other applicable City codes, ordinances or regulations that are in effect at the time application for amendment or replatting is made.

- F. This section is subject in all events to the property owner's rights set forth in Local Government Code Chapter 245.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.11 Agricultural Operations.

- A. Within the City of Schertz, there exists properties that have been utilized for Agricultural Operations prior to being annexed into the City of Schertz. Agricultural Operations per H.B. No 1750 include cultivating the soil, producing crops or growing vegetation for human food, animal feed, livestock forage, forage for wildlife management, planting seed or fiber, floriculture, viticulture, horticulture, silviculture, wildlife management, raising or keeping livestock or poultry, including veterinary services, and planting cover crops or leaving land idle for the purpose of participating in any governmental program or normal crop of livestock rotation procedures. Per Texas Agriculture Code Chapter 251 Section 251.0055 a city may not impose a governmental requirement that directly or indirectly prohibits the use of a generally accepted agricultural practice.
- B. In order to ensure that properties within the City of Schertz that have been utilized for Agricultural Operations can continue the following are applicable:
- a. Land Use: Properties can be utilized for Agricultural Operations including alternating between growing crops and raising livestock regardless of the zoning designation for the property.
 - b. Expansion of Agricultural Operations: Existing Agricultural Operations can expand to include:
 - i. Increase of field crop area or increase of livestock or change in livestock species
 - ii. Construction of Maintenance Buildings or Equipment Sheds, Barns, Accessory Buildings, Animal Cages or Corrals, Feeders or Grain Storage, or any other miscellaneous Agricultural related structure.
 1. Issuance of building permits will not be required for any Maintenance Buildings or Equipment Sheds, Barns, Accessory Buildings, Animal Cages or Corrals, Feeders or Grain Storage, or any other miscellaneous Agricultural related structure that is less than 2,000 square feet.
 2. Platting of the property and connection to sanitary sewer will not be required for construction of Maintenance Buildings or Equipment Sheds, Barns, Accessory Buildings, Animal Cages or Corrals, Feeders or Grain Storage, or any other miscellaneous Agricultural related structure.
 3. This does not negate the requirement to obtain any necessary building permits or any Certificate of Occupancy requirements for a commercial business that will be occupied by or serves those that do not own or work for the agricultural operation.
 - iii. Construction of additional single family detached residential dwelling units which shall only be utilized for family members or employees of the Agricultural Operations on the same property with a minimum of 5 acres per unit, up to an additional four (4) units per property.
 1. Issuance of building permits will be required for any additional single family detached residential dwelling units.
 2. Platting of the property and connection to sanitary sewer will not be required for construction of additional single family detached residential dwelling units.

- iv. Construction of new, or repair of existing agricultural fencing in conjunction with agricultural operations, including utilizing barbed wire, is permitted without obtaining a building permit as long as the proposed fencing is within the property boundaries and does not impede sight visibility.
- c. Development Process: Agricultural Operations are subject to all City of Schertz development regulations and processes to include but not limited to Platting, Site Plan, and Building Permits and Inspections with the exceptions provided within this section.

(Ord. No. 24-S-20, § 1(Exh. A), 6-18-2024)

Sec. 21.7.12 Nonconforming Signs.

A. General. A sign, including its supporting structure, shall be considered nonconforming when it does not conform to all or part of the provisions of this Article and

- 1. was in existence and lawfully located and used in accordance with the provisions of the prior law, ordinance, code or regulation applicable thereto or which was considered legally nonconforming there under and has since been in continuous or regular use;
- 2. was in existence, located and used on the premises at the time it was annexed into the City and has since been in continuous use; or
- 3. was in existence and lawfully located and used as an off-premise sign prior to or on February 19, 2008.

B. Signs shall lose nonconforming status when:

- 1. it is removed from the premises for any reason;
- 2. it has been blown down or otherwise destroyed or dismantled for any purpose other than maintenance operations or for changing the letters, symbols, or other matter on the sign;
 - a. a sign or substantial part of it is considered to have been destroyed only if the cost of repairing the sign is more than 60 percent of the cost of erecting a new sign of the same type at the same location
- 3. it has become an abandoned sign, a sign that no longer serves to direct attention to an event, person, product, good, service, or activity, which is no longer conducted; or
- 4. any structural changes are made not related to repair.

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Article 11 Redlines

- SCHERTZ UNIFIED DEVELOPMENT CODE
ARTICLE 11. SIGNS AND ADVERTISING DEVICES

ARTICLE 11. SIGNS AND ADVERTISING DEVICES

Sec. 21.11.1. Purpose.

The City recognizes the safety, commercial, emergency, and informational needs for signs. This Article has been adopted to protect the health, safety, and welfare of the citizens ~~by regulating the location, construction, duration, size, height, installation, and maintenance of all signs within the jurisdiction of the City, including its ETJ in accordance with LGC Chapter 216. Additionally, this Article is intended to enhance property values, maintain aesthetic attractiveness, and promote commercial opportunity in the City, and to support and further the objectives of the City's Comprehensive Land Plan. The City Manager or his/her designee is hereby authorized and directed to enforce and interpret the provisions of this Article and other laws, ordinances, codes and regulations applicable thereto in the City.~~

Sec. 21.11.2. Applicability.

All signs shall be erected, displayed, altered or reconstructed in conformity with this Article. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

- ~~A. Other Laws. The provisions of this Article shall not be deemed to nullify any other provisions of federal or state law.~~
- ~~B. Partial Invalidity. In the event any part or provision of this Article is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.~~
- ~~C. Existing Signs. All signs legally existing on or before February 19, 2008 shall be permitted to continue without change.~~

Sec. 21.11.3. Administration.

- ~~A. General. The City Manager or his/her designee is hereby authorized and directed to enforce the provisions of this Article and other laws, ordinances, codes and regulations applicable thereto. The City Manager or his/her designee shall have the authority to render interpretations of this Article and other laws, ordinances, codes and regulations applicable thereto, and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this Article and shall not have the effect of waiving requirements specifically provided for herein.~~
- AB. *Applications.* The City Manager or his/her designee shall receive applications, review plans and documentation and issue permits for the erection, installation, enlargement, alteration, and repair of all signs within the City and its ETJ.
- BC. *Inspection.* The City Manager or his/her designee shall make all inspections necessary to ensure compliance with all state and local requirements governing signage.
- CD. *Notices and Orders.* The City Manager or his/her designee shall issue all necessary citations, notices or orders to ensure compliance with this Article.
- ~~E. Right of Entry. Where it is necessary to make an inspection to enforce the provisions of this Article, or where the City Manager or his/her designee has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this Article, the City Manager or his/her~~

designee is authorized to enter premises at reasonable times to inspect or to perform the duties imposed by this Article, provided that if such premises are occupied that credentials be presented to the occupant and entry requested. If such premises are unoccupied, the City Manager or his/her designee shall first make a reasonable effort to locate the owner or other person having charge or control of the premises and request entry. If entry is refused, the City Manager or his/her designee shall have recourse to the remedies provided by law to secure entry.

~~F. Department Records.~~ The City Manager or his/her designee shall keep official records of applications received, permits issued, fees collected, reports of inspections, and citations, notices and orders issued. Such records shall be retained in the official records for the period required by the State of Texas for the retention of public records.

DG. *Liability.* The City Manager or his/her designee, members of the Planning and Zoning Commission, or other City employees charged with the enforcement of this Article, while acting for the City in good faith and without malice in the discharge of the duties required by this Article or other pertinent laws, ordinances, codes or regulations shall not be rendered liable personally and are hereby relieved of personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this Article shall be defended by a legal representative of the City until the final termination of the proceedings.

(Ord. No. 17-S-40, § 1(Exh. A), 10-24-2017)

Sec. 21.11.4. General Requirements.

A. *Permit Required.*

1. No person shall erect, alter or display any sign ~~nor shall any person allow the erection, alteration, or display of any sign upon any property within the City or its ETJ owned or controlled by them~~ without first obtaining a sign permit to do so from the City Manager or his/her designee, ~~except as hereinafter provided.~~ No sign permit shall be released by the City Manager or his/her designee until after the building permit for the principal building on the site has been issued.
2. *Electrical Permit Required.* No person shall install and connect electrical systems for a sign within the City or its ETJ without first obtaining an electrical permit ~~to do so~~ from the City Manager or his/her designee Building Inspections Division, except as hereinafter provided. The ~~the City Manager or his/her designee Building Inspections Division~~ shall not issue an electrical permit for a sign until after the principal sign permit for such work has been issued.

B. *Application.* The following information shall be required for each application for a permit:

1. completed building permit application ~~obtained from the Building Inspections Division;~~
2. ~~a Sign~~ Plan Exhibits which includes:
 - a. location of all buildings, structures or tracts to which or upon which the sign is to be attached or erected; and
 - b. position of the sign in relation to rights-of-way, property lines, easements, buildings or structures and other existing signs;
- ~~c.~~ 3. plans that illustrate height, length, width and all other dimensions associated with the sign. Plans shall include all electrical elements of the sign; ~~and~~
34. ~~a letter or~~ copy of a contract with construction costs signed by the owner of the property stating that the applicant has permission to erect such sign.

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- C. *Fees.* All fees for a sign permit shall be in accordance with the current fee schedule adopted by City Council.
1. A permit shall not be valid until such fee has been paid. An amendment to a permit shall not be released until the additional fees, if any, have been paid.
 2. ~~An additional fee shall be assessed in accordance with the current fee schedule for~~ Where work ~~for beginning which a permit is required by this Article has been started~~ prior to obtaining a permit ~~as required by this Article, the fees established by City Council shall be doubled.~~ Payment of such ~~double~~ fees shall not relieve any person(s) from any other penalties prescribed by this UDC ~~under section 21.1.11~~ or any other law, ordinance, code or regulation applicable thereto.
- D. *Action on Application.* The City Manager or his/her designee shall examine ~~or cause to be examined~~ applications for permits and amendments ~~in accordance with state law thereto within fifteen (15) business days~~ after a complete application is filed. If the application or the construction documents do not conform to the requirements of this Article and other pertinent laws, ordinances, codes or regulations, the City Manager or his/her designee shall reject such application in writing, stating the reasons therefore. If the City Manager or his/her designee is satisfied that the proposed work conforms to the requirements of this Article and other laws, ordinances, codes and regulations applicable thereto, the City Manager or his/her designee shall issue a permit ~~therefore as soon as practical.~~
- E. *Time Limitation of Application.* An application for a permit for any proposed work for which a permit has not been issued shall be deemed abandoned six (6) months after the date of filing. The City Manager or his/her designee may, at his/her discretion, grant one extension for additional time not exceeding ninety (90) days. The extension shall be requested in writing and justifiable cause demonstrated. Permits issued under this Article are non-transferable from one person to another.
- F. *Condition of Permit.* A permit issued under this Article shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of this Article or other law, ordinances, codes and regulations applicable thereto. Nor shall issuance of a permit prevent the City Manager or his/her designee from thereafter requiring correction of errors in plans, construction, or removing violations of this Article or other laws, ordinances, codes or regulations applicable thereto. Every permit issued shall become invalid six (6) months after its issuance if the work is not completed unless otherwise stated in this Article.
- G. *Suspension or Revocation.* The City Manager or his/her designee is authorized to suspend or revoke a permit issued under this Article whenever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of this Article or any other laws, ordinances, codes or regulations applicable thereto.
- H. *Public Rights-of-Way, Alleys and Easements.* A permit shall not be ~~issued~~ given by the City Manager or his/her designee for the placement of a sign that will encroach upon any public right-of-way, alley or utility or drainage easement.
- I. *Placement of Permit.* The permit or copy thereof shall be kept on the site until the work permitted is completed.
- J. *Appeal.* An individual who has been denied a permit ~~or~~ had a permit revoked may appeal in writing along with the established filing fee to the Planning and Zoning Commission within ten (10) days after the date of denial or revocation.

(Ord. No. 17-S-40, § 1(Exh. A), 10-24-2017)

Sec. 21.11.5. Exempted Signs.

The following types of signs or sign work are exempt from the permit requirements of this Article provided ~~exemptions does not violate any other, however, that the exemption from the permit requirements of this Article shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Article or any other laws, ordinances, codes or regulations of the City~~ this UDC:

- A. *Governmental Signs.* ~~Any sign indicating public facilities, public works projects, public services, or other places, events, persons, products, goods, programs, activities or institutions conducted by the Federal, State or any local government.~~
- B. *Political Signs.* ~~A sign pertaining to any national, state, county or local election, or issue and erected for the purpose of announcing a political candidate, political party or ballot measure, or a position on a political issue.~~
- C. *Railway Signs.* Any sign within the railway right-of-way placed and maintained in reference to the operation of such railway.
- D. *Utility Signs.* Any sign marking utility or underground communications or transmission lines.
- E. *Vehicle Signs.* Any sign placed on or affixed to vehicles and/or trailers where the sign is incidental to the primary use of the vehicle or trailer as a form of transportation and which identifies the business, products, or services with which the vehicle and/or trailer is related.
- F. *Flags.* Official flags of governmental jurisdictions or non-profit organizations. Nothing in this Article shall be construed to prevent the display of a national or state flag or to limit flags, insignias, or legal notices or informational, directional or traffic signs which are legally required and necessary to the essential functions of governmental agencies. Flag poles shall not exceed thirty-five (35) feet in height.
- G. *Warning Signs.* Signs warning the public of the existence of danger but containing no advertising material.
- H. *Street Address Signs.* Address signs containing only numeric addresses ~~es~~ and street ~~names, or complex names.~~
- I. *Holiday Signs.* Any temporary sign promoting the celebration of a holiday and containing no commercial advertising.
- J. *Plaques.* Any commemorative sign of a recognized historical society or organization.
- K. *Menu Board Signs.* A maximum of two (2) menu board signs, each with a maximum of thirty-two (32) square feet in area, shall be ~~permitted-allowed~~ per drive through service restaurant or restaurant drive-up window or similar drive through business. ~~Structural and electrical elements will still require review from the City Manager or his/her designee.~~
- L. *Minor Repairs and Maintenance.* Minor repair work to any sign, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles, painting or other similar exterior maintenance of a sign structure so long as no structural alterations are made to the sign.
- M. *Murals.* ~~A graphic displayed on the exterior of a building for decoration or artistic expression. Shall not include text, logos, or images advertising or indicating a service or product.~~
- N. *Directional Signs:* ~~Any on-premise sign that directs the movement of traffic on private property within developments. Directional signs shall be located in a manner where they will not interfere with the safe movement of vehicles or pedestrians and shall not be located within any visibility triangle. Cannot be greater than twelve (12) square feet in area.~~

Sec. 21.11.6. Prohibited Signs.

- A. *Obscene Signs.* No person shall erect or display ~~on any site~~ a sign in which the dominant theme of material taken as a whole appeals to the prurient interest in sex, and is patently offensive because it affronts current community standards relating to the description or representation of sexual matters, and is utterly without redeeming social literary, artistic, political, and scientific value, according to contemporary community standards.
- B. *Obstructing Doors, Windows or Fire Escapes.* No person shall erect or display ~~on any site~~ any sign that prevents free ingress to or egress from any door, window or fire escape.
- C. *Obstructing Vision/Sight Triangle.* No person shall erect or display ~~on any site~~ any sign in such a manner as to obstruct free and clear vision of moving vehicles at any location, street intersection, or driveway. All signs placed at any intersection shall prevent such problem by observing a visibility triangle (see definition of visibility triangle).
- D. *Interference With Traffic.* No sign shall be permitted which interferes with vehicular or pedestrian traffic as a result of the position, size, shape, movement, color, fashion, manner, or intensity of illumination, or any other characteristics causing such interference. No person shall erect or allow to be displayed any sign in such a manner as to interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, including, signs making use of the words "stop", "go", "look", "slow", "danger", or any other similar word, phrase, symbol or character. No person shall employ any red, yellow, green, or other colored lamp or light in such a manner as to cause confusion or otherwise interfere with vehicular or pedestrian traffic.
- E. *Over Public Property or Public Right-of-Way.* It shall be prohibited to erect or display any type of sign on or over public ROW or other public property, unless the same is erected by the City, County, State or other authorized governmental agency, or with the permission of the City (in its sole discretion), for public purposes.
- F. *Signs on Utility Poles.* No person shall erect or display any sign except as specifically authorized by section 21.11.5 on any utility pole located upon any public right-of-way or utility easement.
- G. *Private Property.* No sign shall be located on private property without the consent of the owner of the premises, including signs located on trees, light poles or mail boxes.
- H. *Dilapidated Signs.* No sign shall be ~~permitted-allowed~~ which is deteriorated, dilapidated or in danger of falling or otherwise unsafe.
- I. *Signs in Violation.* No sign shall be ~~permitted-allowed~~ that does not comply with any applicable provisions of the building code, this UDC, or any other applicable laws, ordinances, codes or regulations of the City.
- J. *Home Occupation Signs.* No exterior home occupation signs shall be permitted ~~-unless otherwise specifically authorized in another applicable section of this UDC.~~
- ~~K. *Non-Motorized or Portable Signs.* No trailer type, non-motorized signs using wheels and axles as the primary support shall be permitted.~~
- K.L. *Off Premise Signs.* Except as set forth elsewhere in this Article, all off premise signs ~~not legally existing on February 19, 2008~~ are prohibited except that the following signs may be permitted provided they otherwise meet the applicable requirements of this Article:
 - 1. Community Service Signs;
 - 2. Garage Sale Signs;
 - 3. Official Government Signs;

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4. Historical Markers and Plaques;
 5. Political Signs;
 6. Real Estate Signs;
 7. Temporary Signs;
 8. Traffic Signs;

~~ML~~ *Bandit Signs.*

~~MN~~ *Painted Signs.* No sign advertising or indicating a service or product with text, logos, or images shall be permitted which is painted on the wall of any building or on any part of a building.

N. Balloon Signs including inflatable signs are prohibited regardless of size. Feather Flags are the only type of wind driven signs allowed.

- O. *Other Signs.* Except as set forth elsewhere in this Article, any signs not specifically permitted by this Article are prohibited within the City ~~and its ETJ~~.

Sec. 21.11.7. Removal of Signs.

- A. *Damaged Signs.* Signs which are determined by the City Manager or his/her designee to be a public hazard or in a state of disrepair shall be repaired or removed within ten (10) days after written notification to the property owner.
- B. *Abandoned Signs.* Signs which are determined by the City Manager or his/her designee to be abandoned shall be removed or otherwise painted over ~~and neutralized~~ within thirty (30) days after written notification to the property owner by the City Manager or his/her designee~~Director~~.
- C. *Extensions.* The City Manager or his/her designee shall have the authority, ~~but not the obligation,~~ to grant extensions as necessary to resolve a damaged or abandoned sign. The extension shall be requested in writing and justifiable cause demonstrated.
- D. *Signs in Right-of-Way and/or Public Property.* Any sign that is erected, constructed, or otherwise located within or upon public right-of-way or on public property may be removed by City personnel and disposed of immediately. The City is not required to notify the owner of the sign of its removal and disposal.
- E. *Relocation of Certain Detached On-Premise Signs.*
1. Legal and non-conforming detached on-premise signs located on or overhanging a parcel of land acquired by a governmental entity may be relocated subject to the restrictions in this section. The owner of the sign and the governmental entity must sign an application requesting the relocation. The relocation must be completed within one (1) year after the date the governmental entity becomes the owner of the property. All relocated signs must fully comply with spacing, setbacks, and other restrictions in this section. All signs must relocate on the remainder of the tract from which the parcel of land was acquired unless:
 - a. There is no remainder; or
 - b. The remainder is not of sufficient size or suitable configuration to allow the relocated sign to fully comply with the spacing, setback, and other restrictions in this section.
 2. No relocated detached on-premise sign may have a greater effective area or increased height than it had at its original location, or contain new materials that are more than five feet (5') above grade.
 3. No detached on-premise sign may be relocated until demolition and other required permits have been applied for and approved by the City.

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4. No new electrical or mechanical properties may be added to a relocated detached on-premise sign.
(For example, a non-illuminated sign may not be converted to an illuminated sign.)

- F. *Illegally Erected Temporary Sign.* Any temporary sign that is erected, constructed or otherwise displayed, without a permit or in direct violation of this Article shall be removed by City personnel and disposed of immediately. The City is not required to notify the owner of the sign of its removal and disposal.
- G. *Illegally Erected Permanent Sign.* Any permanent sign installed without a permit or in direct violation of this Article shall be removed by the owner of the sign or property within ten (10) days after written notification by the City Manager or his/her designee.
- H. *Filing of Liens Against the Property.* The City is authorized to file a lien against any property which is not otherwise exempt to recover reasonable expenses incurred by the City for the removal of a sign or portion of a sign.
- I. *Appeal.* Any decision rendered by the City Manager or his/her designee or other City personnel in the enforcement of this Article may be appealed to the Planning and Zoning Commission by any person, agent, or representative affected by such decision. Such appeal must be in writing and received within ten (10) days after a decision rendered along with the established fee.

(Ord. No. 17-S-40, § 1(Exh. A), 10-24-2017)

Sec. 21.11.8. General Sign Provisions.

The provisions of this section shall be applicable to all signs hereafter erected, constructed, displayed, altered or repaired on any premise under the jurisdiction of the City.

- A. *Height of Signs.* The vertical height of a sign shall be measured from ground level ~~at the base of the sign to~~ the highest part of the sign or its structure.
- B. *Wind and Dead Load Requirements.* All signs shall be designed and constructed to withstand ~~a~~ wind loads ~~and of not less than thirty-two (32) pounds per square foot of area and shall be constructed~~ to receive dead loads as required by building codes adopted by the City. The sign application must include a statement signed or a letter with an engineer's seal that states compliance with this requirement.
- C. *Location of Business/Residential.* All business and residential locations shall be identified by an address, which is clearly visible from the street.
- D. *Illumination of Signs.* No sign shall be illuminated to such intensity to exceed a maximum of one (1) footcandle measured at the property line. No lighted sign shall be erected or displayed within 150 feet of a single-family residential zoned property unless the lighting is shielded from view.
- E. *Building and Electrical Codes Applicable.* All signs shall be constructed and maintained in conformity with all applicable provisions of the building code, electrical code or other applicable laws, ordinances, codes or regulations of the City.
- F. *Maintenance of Signs.* Every sign shall be maintained in good structural condition at all times. All signs shall be kept neatly painted including all metal parts and supports that are not galvanized or of rust resistant material. On undeveloped parcels of land, the area between any sign and the street or highway to which the sign is oriented and the area within twenty-five feet (25') of such sign must be kept free and clear of debris, trash, and weeds or other refuse and shall be maintained by mowing or trimming of any vegetation.
- G. *Structural Sign Elements.* The structural elements of permanent signs shall be constructed of materials that are noncombustible and may be supported by noncombustible materials only and finished in a presentable manner. Wood or unpainted steel supports are prohibited. Heavy timber and other materials may be used only if approved by the ~~Director~~City Manager or his/her designee.

- H. *Sign Clearance.* Notwithstanding any other provisions of this UDC, all signs shall maintain a clearance of at least ten feet (10') when located over a public sidewalk and at least fourteen feet (14') when located over a driveway, ~~and shall extend no closer than eighteen inches (18") from the curb line of a public street, unless painted or mounted flat on the surface of an existing awning or canopy.~~
- I. *Sign Area.* The maximum effective sign area shall be the total square footage of a single face specified for each type of sign within this Article.

Sec. 21.11.9. Wall Signs.

~~A. *General.* Unless otherwise specifically provided, the regulations set forth in this section shall be applicable to all wall signs. Wall signs may not be attached to light fixtures, poles, or trees.~~

~~A. *Wall Sign Standards* apply per façade. Wall signs may be one contiguous sign or have multiple separate components provided total allowable square footage is not exceeded.~~

Wall Sign Standards		
Roadway Classification	Max Area sq. ft.(per façade)	Maximum Number of façades with signage
Interstates & Farm to Market Roads	250	3 per building or tenant
All Others	100	3 per building or tenant

- ~~1. *Roadway Classification* is determined by the address of the building or unit and applies to each allowable sign.~~
- ~~2. Buildings over 100,000 square feet are allowed an additional 100 square feet of maximum signage area.~~
- ~~3. Wall signs shall not extend into the required building setback and may not be attached to light fixtures, poles, or trees.~~
- ~~4. In no case shall a wall sign project above the roofline of any building nor extend above the parapet wall if attached thereto.~~
- ~~5. Wall signs shall not be located on any façade (other than the main front of the building) which faces property zoned for single-family residential uses if the sign is within 150 feet of the property line of said residential property.~~
- ~~6. Properties on Main Street with a façade facing the railroad are allowed 250 square feet of signage facing FM 78.~~

~~a. May not exceed maximum allowable number of façades with signage.~~

~~B. *Maximum Area.*~~

Table 21.11.9 Maximum Area of Wall Signs	
Areas with Limited Access	15% of the façade area or 250 square feet, whichever is less
Areas with Unlimited Access	12% of the façade area or 125 square feet, whichever is less
All Other Streets	10% of the façade area or 80 square feet, whichever is less

1. ~~Wall signs located on properties zoned Manufacturing District—Light (M-1); Manufacturing District—Heavy (M-2); and PDD (Planned Development District) with a base zoning of M-1 or M-2 and with a minimum primary façade elevation of 300 linear feet or greater may have the primary wall sign calculated at fifteen percent (15%) of the façade area or 250 square feet, whichever is less.~~

C. ~~Maximum Number of Signs.~~ The maximum number of signs permitted for single occupancy or single tenant buildings shall be limited to one (1) per wall with a maximum of three (3) signs. Each sign in excess of the primary wall sign shall be a maximum seventy five percent (75%) of the area of the primary wall sign.

The maximum number of signs permitted for multi-tenant buildings shall be limited to one (1) per tenant or lease space except for those spaces located on the ends of buildings which may have one (1) additional wall sign to be located on the side wall of the structure and being a maximum of seventy five percent (75%) of the area of the primary wall sign. Multi-tenant buildings with the rear of the building directly adjacent to a public or private street or access drive may have one (1) additional wall sign located on the rear wall of the structure and being a maximum of twenty five percent (25%) of the area of the primary wall sign. In no case shall the number of wall signs permitted for any single tenant within a multi-tenant development exceed a maximum of two (2) signs.

D. ~~Roofline Limitations.~~ In no case shall a wall sign project above the roofline of any building nor extend above the parapet wall if attached thereto. Wall signs shall be no closer vertically to the eave of the roofline or overhang than the predominant letter height. Wall signs may be attached to a continuous plane fascia if the sign does not extend above or below the projection of the fascia. Signs attached to fascia are only allowed when attached to structural canopy supported to the ground by columns constructed of similar masonry material as the primary structure.

E. ~~Illumination.~~ Wall signs shall be illuminated utilizing only internal lighting.

F. ~~Projection.~~ Wall signs shall not project farther than eighteen inches (18") from the building, excluding signs attached to canopies.

G. ~~Adjacent Residential.~~ Wall signs shall not be located on any façade (other than the main front of the building) which faces property zoned for single family residential uses if the sign is within 150 feet of the property line of said residential property.

Sec. 21.11.10. Freestanding **Ground** Signs.

A. Freestanding Sign Standards.

Freestanding Sign Standards				
Roadway Classification	Setback ft.	Max Area sq. ft.	Max Height ft.	Maximum Number
Interstates	15	250	50	1 per lot per frontage
Farm to Market Roads	15	250	35	1 per lot per frontage
All Others	15	150	20	1 per lot per frontage

1. Roadway Classification is determined by the adjacent frontage the sign will be placed.

2. Developments consisting of shopping centers or other multi-tenant type developments shall provide adequate sign spaces for each tenant and no tenant shall have more than 50% of the allowable area.

3. A freestanding sign may include an electronic sign as a component of the permitted sign with the following additional standards:

a. Limited to two (2) faces per sign.

b. Limited to 50 square feet per sign face.

c. Electronic signage shall not exceed a maximum of one (1) footcandle illumination at the property line.

d. Any change of pictures or information on the electronic sign shall not produce the illusion of moving objects, expanding or contracting shapes, rotation or any similar effect of animation.

e. Any change of pictures or information on the message board sign shall not change more often than once every four (4) seconds.

f. Any sign picture or information shall not have a solid white background between the time period of thirty (30) minutes after sunset and thirty (30) minutes before sunrise.

A. ~~General.~~ Unless otherwise specifically provided, the regulations set forth in this section shall be applicable to all freestanding ground signs.

B. ~~Minimum Setback.~~ The minimum setback of all freestanding ground signs shall be fifteen feet (15') from any property line.

C. ~~Maximum Height.~~ The maximum height of a freestanding ground sign shall not exceed the following:

Table 21.11.10A Maximum Height of Freestanding Ground Signs	
Areas with Limited Access	50 ft.
Areas with Unlimited Access	40 ft.
All Other Streets	20 ft.

~~Exception:~~ Freestanding ground signs located on properties along FM 3009 and Schertz Parkway shall have a maximum height of eighteen feet (18').

D. ~~Maximum Area.~~ Freestanding ground signs shall not exceed the following:

Table 21.11.10B Maximum Area of Freestanding Ground Signs	
Areas with Limited Access	250 sq. ft.
Areas with Unlimited Access	100 sq. ft.
All Other Streets	32 sq. ft.

~~Exception:~~ Freestanding ground signs located on properties along FM 3009 and Schertz Parkway shall have a maximum of ninety (90) square feet in area.

E. ~~Number of Signs.~~ The maximum number of freestanding ground signs shall be limited to one (1) per lot per street frontage. Developments consisting of shopping centers or other multi-tenant type developments shall be required to construct multi-tenant signage in accordance with section 21.11.12 of this Article except that any primary or anchor store greater than 50,000 square feet may be allowed one (1) freestanding sign in accordance with this section.

Sec. 21.11.11. Price-Per-Gallon Display Monument Signs.

A. General. All price-per-gallon displays must be an integral part of the freestanding ground sign or wall sign for the site. Displays, whether electronic or manual, shall not scroll or flash.

B. Number of Signs. Only one (1) price-per-gallon sign shall be permitted per site.

- ~~C. **Illumination.** Only internal illumination may be utilized for fuel classification and price-per-gallon signs.~~
- ~~A. **General.** Unless otherwise specifically provided, the regulations set forth in this section shall be applicable to all monument signs that are allowed under this Article.~~
- ~~B. **Maximum Height.** The maximum height of a monument sign shall be five feet six inches (5'6").~~
- ~~C. **Maximum Area.** The maximum area of a monument sign shall not exceed fifty (50) square feet.~~
- ~~D. **Number of Signs.** The maximum number of monument signs shall be limited to one (1) per lot per street frontage. Developments consisting of shopping centers or other multi-tenant type developments shall be required to construct multi-tenant signage in accordance with section 21.11.12.~~
- ~~E. **Minimum Setback.** The minimum setback of all monument signs shall be fifteen feet (15') from any property line.~~
- ~~F. **Material Requirements.** All monument sign bases shall be constructed of masonry material consisting of brick, stone or split face concrete block. The monument sign structure must be constructed or covered with the same masonry material as the principal building or shall be constructed of brick, stone or split face concrete block. Sculpted aluminum sign panels will be allowed. All sign text and graphic elements shall be limited to a minimum of six inches (6") from the outer limits of the sign structure.~~
- ~~G. **Illumination.** Monument signs shall only be illuminated utilizing internal lighting for sculpted aluminum panels or a ground lighting source where the light itself and supporting sign structure are not visible from public right-of-way.~~
- ~~H. **Driveway Entrances.** Freestanding non-residential street address signs at driveway entrances are limited to one (1) monument sign per driveway entrance not to exceed twelve (12) square feet in area, and three feet in height.~~

Sec. 21.11.12. Multi-tenant Signs.

- ~~A. **General.** The provisions of this section shall be applicable to all signs located within developments consisting of shopping centers, as defined within this UDC, and all other similar multi-tenant developments. Multi-tenant signs designed as monument signs shall meet the requirements of this section.~~
- ~~B. **Maximum Height.** The maximum height of a monument sign within a multi-tenant development shall not exceed the following:~~

Table 21.11.12 Maximum Height of Multi-tenant Signs	
Areas with Limited Access	20 feet
Areas with Unlimited Access	18 feet
All Other Streets	15 feet

The monument base shall be a minimum of eighteen inches (18") in height measured from ground level at the center of the base to the top of the base. The overall height shall not exceed the maximum heights listed above, including monument base.

- ~~C. **Maximum Area.** The maximum area of a multi-tenant monument sign shall be equivalent to one percent (1%) of the gross building square footage within the shopping center with a maximum of 150 square feet.~~
- ~~D. **Maximum Number.** The maximum number of multi-tenant monument signs shall be limited to one (1) per platted lot per street frontage.~~

- ~~E. *Monument Sign Design.* Each multi-tenant monument sign shall be designed so as to provide adequate sign spaces for each tenant within the development except for the primary, or anchor store within the development which shall be prohibited from advertising on the monument sign. The developer shall be responsible for determining the adequacy and size necessary to meet the requirements of this section.~~
- ~~F. *Minimum Setback.* The minimum setback of all multi-tenant monument signs shall be fifteen feet (15') from any property line.~~
- ~~G. *Material Requirements.* All multi-tenant monument signs shall be constructed of masonry material consisting of brick, stone or split face concrete block which shall be consistent in nature with the overall theme of the development. Sculpted aluminum sign panels will be allowed. All sign text and graphic elements shall be limited to a minimum of six inches (6") from the outer limits of the sign structure.~~
- ~~H. *Illumination.* Monument signs may only be illuminated utilizing internal lighting for sculpted aluminum panels or a ground lighting source where the light itself and supporting sign structure are not visible from public right-of-way.~~

~~Sec. 21.11.13. Electronic Signs.~~

- ~~A. *General.* Electronic signage shall be permitted in lieu of any permitted freestanding or monument signs on a property. In the event that an electronic sign is permitted for a property, no other additional freestanding or monument sign shall be permitted.~~
- ~~B. *Maximum Height.* The maximum height of an electronic sign shall be eighteen feet (18').~~
- ~~C. *Maximum Area.* The maximum area of an electronic sign shall not exceed 100 square feet with a maximum area per sign face of fifty (50) square feet.~~
- ~~D. *Number of Signs.* The maximum number of electronic signs shall be limited to one (1) per platted lot. No other on premise freestanding signs shall be permitted.~~
- ~~E. *Minimum Setback.* The minimum setback of all electronic signs shall be fifteen feet (15') from any property lines.~~
- ~~F. *Material Requirements.* All monument sign bases shall be constructed of masonry material consisting of brick, stone or split face concrete block. The monument sign structure must be constructed or covered with the same masonry material as the principal building or shall be constructed of brick, stone or split face concrete block. All sign text and graphic elements shall be limited to a minimum of six inches (6") from the outer limits of the sign structure.~~
- ~~G. *Illumination.* Electronic signage shall not exceed a maximum of one (1) footcandle illumination at the property line.~~
- ~~H. *Location Restrictions.* No electronic signs shall be permitted within 150 feet of a residentially zoned property or property used for residential purposes.~~
- ~~I. *Additional Restrictions.*~~
- ~~1. Any change of pictures or information on the electronic sign shall not produce the illusion of moving objects, expanding or contracting shapes, rotation or any similar effect of animation.~~
 - ~~2. Any change of pictures or information on the message board sign shall not change more often than once every four (4) seconds.~~
 - ~~3. Any sign picture or information shall not have a solid white background between the time period of thirty (30) minutes after sunset and thirty (30) minutes before sunrise.~~

~~Sec. 21.11.14. Directional Signs.~~

- ~~A. General. This section shall be applicable to any on-premise sign that directs the movement of traffic on private property within developments or warns of obstacles, overhead clearances, or controls parking.~~
- ~~B. Maximum Height. Directional signs shall have a maximum height of three feet (3').~~
- ~~C. Maximum Area. Directional signs shall not exceed a maximum area of twelve (12) square feet.~~
- ~~D. Maximum Number. The maximum number of directional signs permitted within a development shall be based on the square footage of building space constructed within the development. Directional signs shall be permitted at a rate of one (1) sign for every 10,000 square feet of building area.~~
- ~~E. Location Restrictions. Directional signs shall be located in a manner where they will not interfere with the safe movement of vehicles or pedestrians and shall not be located within any visibility triangle.~~

Sec. 21.11.125. Subdivision Entry Signs.

A. Subdivision Entry Sign Standards

<u>Subdivision Entry Sign Standards</u>			
<u>Roadway Classification</u>	<u>Max Area</u> <u>sq. ft.</u>	<u>Max Height</u> <u>ft.</u>	<u>Maximum Number</u>
<u>Interstates & Farm to Market Roads</u>	<u>50</u>	<u>10</u>	<u>2 per entry</u>
<u>All Others</u>	<u>32</u>	<u>6</u>	<u>2 per entry</u>

1. Subdivision Entry Feature. A subdivision entry feature which incorporates masonry walls, berms and/or decorative fencing in combination with the subdivision entry sign may be constructed, however, the maximum area containing the subdivision sign shall not exceed standards.

- ~~A. General. The provisions of this section shall be applicable to all subdivision entry signs identifying a residential or mixed use development.~~
- ~~B. Maximum Height. Subdivision entry signs shall be monument signs and shall have a maximum height of six feet (6') in height.~~
- ~~C. Maximum Area. The maximum area of a subdivision entry sign shall not exceed thirty two (32) square feet per sign face.~~
- ~~D. Maximum Number of Signs. No more than one (1) subdivision entry sign shall be permitted at the primary subdivision entrance. Secondary entrances may have one (1) subdivision entry sign per entrance which shall be a maximum of seventy five percent (75%) of the size of the primary entrance sign.~~
- ~~E. Placement of Sign. A subdivision entry sign may be located on a median at the street entrance if approved in writing by the Public Works Director.~~
- ~~F. Subdivision Entry Feature. A subdivision entry feature which is appropriate in scale to the size of the development and incorporating masonry walls, berms and/or decorative fencing in combination with the subdivision entry sign may be constructed at the primary subdivision entrance provided, however, that the maximum area containing the subdivision sign shall not exceed thirty two square feet (32') per sign face.~~

~~Sec. 21.11.16. Price Per Gallon Display.~~

- ~~A. General. All price per gallon displays must be an integral part of the general permitted sign for the site. Displays, whether electronic or manual, shall not scroll or flash.~~

- ~~B. Minimum Letter Height. The minimum height allowed for price per gallon display signs shall be six inches (6") for the fuel classification (i.e. "unleaded", "diesel", etc.).~~
- ~~C. Maximum Area. Price per gallon displays shall not exceed two thirds (⅔) of the permitted gross surface area per face of the general permitted sign.~~
- ~~D. Number of Signs. Only one (1) price per gallon sign shall be permitted per site.~~
- ~~E. Illumination. Only internal illumination may be utilized for fuel classification and price per gallon signs.~~

Sec. 21.11.137. Temporary Signs.

A. Temporary Sign Standards.

<u>Temporary Sign Standards</u>			
<u>Setback</u> <u>ft.</u>	<u>Max Area</u> <u>sq. ft.</u>	<u>Max Height</u> <u>ft.</u>	<u>Maximum Number</u>
<u>15</u>	<u>24</u>	<u>6</u>	<u>3 per business or tenant</u>
<u>Feather Flag Standards</u>			
<u>Setback</u> <u>ft.</u>	<u>Max Area</u> <u>sq. ft.</u>	<u>Max Height</u> <u>ft.</u>	<u>Maximum Number</u>
<u>15</u>	<u>16</u>	<u>8</u>	<u>3 per business or tenant</u>

1. Temporary signs shall be permitted for a maximum of 120 days per calendar year and Temporary Sign permits will be issued for thirty (30) day increments.
 - a. The cumulative total number of days for which all temporary sign permits issued for a property or business shall not exceed 120 calendar days.
 - b. Each individual sign will count towards the allotted 120 calendar days.
 - c. Feather Flags shall only be permitted for 14 days per calendar year.
2. Recurring Event Permit. A Recurring Event Permit is for temporary signs that will be issued in two-day increments for up to fifteen (15) times per year. The applicant requesting a Recurring Event Permit must identify which 15 two day increments they intend to have the temporary signs when applying for the initial permit. The selected dates can be modified as dates change with prior approval.
3. Exceptions:
 - a. Development signs may be installed at any time after the issuance of the building permit for a commercial development or after approval of the final plat for a residential subdivision. The development sign must be removed within six (6) months or upon the issuance of a certificate of occupancy for commercial developments, and within three (3) years of a residential subdivision.
 - b. Real estate signs shall be exempt from the permitting requirements of this section if they do not exceed six feet (6') in height and do not exceed thirty-two (32) square feet in area. Real estate signs shall be limited to one (1) per lot per street frontage.

~~A. General. Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs identified in this Article.~~

~~B. Maximum Area. The maximum area permitted for temporary signs shall not exceed the following:~~

Table 21.11.17A Maximum Area of Temporary Signs	
Areas with Limited Access	32 sq. ft. per face or ten percent (10%) of the building façade, whichever is less
Areas with Unlimited Access	24 sq. ft. per face or seven percent (7%) of the building façade, whichever is less
All Other Streets	16 sq. ft. per face or five percent (5%) of the building façade, whichever is less

~~C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed the following:~~

Table 21.11.17B Maximum Height of Temporary Signs	
Areas with Limited Access	6 feet
Areas with Unlimited Access	4 feet
All Other Streets	3 feet

~~D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.~~

~~E. *Time Limitations.* Temporary freestanding signs shall be permitted for a maximum of 180 days per calendar year. No additional temporary sign permit shall be issued for the same property or business for a period of fourteen (14) days after the expiration of the previous permit. There shall be no limit to the number of temporary sign permits that may be issued for a particular property or business. The cumulative total number of days for which all temporary sign permits issued for a property or business shall not exceed 180 calendar days.~~

~~F. *Number of Signs.* No more than two (2) types of temporary signs shall be permitted per business or tenant at any given time.~~

~~Sec. 21.11.18. Development Signs.~~

~~A. *Maximum Area.* Development signs shall not exceed thirty two (32) square feet.~~

~~B. *Maximum Height.* Development signs shall not exceed six feet (6') in height.~~

~~C. *Number of Signs.* Each development shall be permitted no more than one (1) sign per commercial development, or one sign per entry of a residential subdivision not to exceed two (2) signs.~~

~~D. *Duration.* Development signs shall be installed at any time after the issuance of the building permit for a commercial development or after approval of the final plat for a residential subdivision. The development sign must be removed within six (6) months or upon the issuance of a certificate of occupancy for commercial developments, and upon three (3) years or seventy five percent (75%) of development of a residential subdivision, whichever is less.~~

~~Sec. 21.11.19. Real Estate Signs.~~

~~A. *Applicability.* Real estate signs meeting the requirements of this section shall be exempt from the permitting requirements of this Article.~~

~~B. *Maximum Height.* The maximum height for commercial real estate signs shall not exceed five feet (5') for freestanding ground signs and must be below the roof line for wall signs.~~

~~C. *Maximum Area.* The maximum area of a commercial real estate sign shall not exceed thirty-two (32) square feet. Residential real estate signs shall not exceed four square feet in area.~~

~~D. *Maximum Number of Signs.* The maximum number of real estate signs shall be limited to one (1) per lot per street frontage.~~

Sec. 21.11.1420. Banners ~~o~~Over Public Rights-of-Way.

- A. *General.* Banners may be erected over predetermined public rights-of-way within the City with the approval of the City Manager or his/her designee. ~~The applicant shall be responsible for securing any and all necessary permits to erect a banner over a TxDOT right-of-way and shall provide such information to the City with the application for a banner permit.~~
- B. *Restrictions.* Banners over public rights-of-way shall be permitted only for non-commercial or charitable events that are of general interest to the community as a whole and shall be restricted to non-profit or governmental entities.
- C. *Responsibility.* The applicant shall be responsible for the erection of any banner over public rights-of-way. The banner shall be inspected by the City Manager or his/her designee to ensure the banner is adequately secured. The applicant shall be responsible for removal of any banner erected over public rights-of-way.
- D. *Maximum Banner Size.* The maximum area of a banner shall not exceed 144 square feet. The standard banner size shall be four feet (4') wide by thirty-six feet (36') long. Variations to the standard banner size may be approved by the City Manager or his/her designee when differing variations are necessary to contain the entire message within the banner. In no case shall the area exceed the maximum area identified in this section.

~~Sec. 21.11.21. Nonconforming Signs.~~

- A. *General.* A sign, including its supporting structure, shall be considered nonconforming when it does not conform to all or part of the provisions of this Article and
 - ~~1. was in existence and lawfully located prior to the adoption of this Article;~~
 - ~~2. was in existence and lawfully located and used in accordance with the provisions of the prior law, ordinance, code or regulation applicable thereto or which was considered legally nonconforming there under and has since been in continuous or regular use;~~
 - ~~3. was in existence, located and used on the premises at the time it was annexed into the City and has since been in continuous use; or~~
 - ~~4. was in existence and lawfully located and used as an off-premise sign prior to or on February 19, 2008.~~
- B. *Registration.* Except as to signs constructed before September 1, 2006, it shall be unlawful for any person to maintain any nonconforming or off-premise sign within the corporate limits of the City or its ETJ without having a valid registration number affixed thereto as required in this section as follows:
 - ~~1. *Application.* To register a nonconforming sign or off-premise sign, application shall be made to the City Manager or his/her designee on forms provided for that purpose. The application shall be accompanied by the payment of the established fees and shall contain the name and address of the owner of the sign, the exact location of the sign, the date of placement, and any other information reasonably required by the City Manager or his/her designee.~~
 - ~~2. *Issuance of Registration Number.* If the City Manager or his/her designee determines that the nonconforming or off-premise sign is a lawfully nonconforming or off-premise sign, he/she shall issue a~~

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registration number to the applicant. The owner of the sign shall cause the registration number to be affixed in a conspicuous place on the registered nonconforming or off-premise sign.

3. ~~Invalidation of Registration.~~ The City Manager or his/her designee shall invalidate any registration for a nonconforming or off-premise sign when:

- a. ~~it is removed from the premises for any reason;~~
- b. ~~it has been damaged or destroyed so as to lose its nonconforming sign status as provided in this Article;~~
- c. ~~it has become an abandoned sign.~~

Sec. 21.11.15. ~~Waivers~~22. Licenses.

A. The Planning and Zoning Commission may authorize waivers from the provisions of this Article when, in its opinion, undue hardship will result from requiring strict compliance. In granting a waiver, the Planning and Zoning Commission shall prescribe only conditions that it deems necessary or desirable to the public interest.

B. In making their findings, the Planning and Zoning Commission shall take into account the following:

- a. The nature of the proposed use of the land involved.
- b. The location of the property in relation to roadway classification.
- c. The existing uses of land in the vicinity.

C. Waivers shall not be granted unless the Planning and Zoning Commission finds:

- 1. That the granting of the waiver will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area; and
- 2. Strict interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other nearby properties with the same land use that would comply with the same provisions.

D. The Planning and Zoning Commission may establish a time period for execution of each granted waiver.

E. Such findings together with the specific facts on which such findings are based shall be incorporated into the official minutes of the Planning and Zoning Commission meeting at which such exception is granted.

F. Planning and zoning commission shall not authorize a waiver that would constitute a violation of a valid law, ordinance, code or regulation of the City.

G. Any decision of the Planning and Zoning Commission regarding waivers to the provisions of this Article may be appealed to the City Council. When considering an appeal, the City Council shall consider the same standards as the Planning and Zoning Commission as outlined above.

A. ~~Licenses Required.~~

- 1. ~~Required.~~ It shall be unlawful for any person to erect, construct, place, locate, reconstruct, repair, replace or service any sign for compensation without first obtaining a license to do such work from the City Manager or his/her designee.

2. ~~License.~~

- a. ~~It is unlawful for any person to perform construction work subject to this Article unless the person is licensed as a sign contractor or is exempt under b below.~~

~~b. A maintenance person who performs work upon a property with more than one property owner is deemed to be performing work for the general public and shall be licensed as a sign contractor.~~

~~B. It is unlawful for any person to:~~

- ~~1. display or cause a permit to be displayed or to have in one's possession any license for doing any construction work, knowing it to be fictitious or to have been canceled, suspended or altered;~~
- ~~2. lend or permit the use of any license for doing any construction work to any person not entitled to it;~~
- ~~3. fail or refuse to surrender to the City Manager or his/her designee any license for any construction work that has been suspended or canceled;~~
- ~~4. apply for or have in one's possession more than one current City construction license of the same type;~~
- ~~5. use a false or fictitious name or address in any application for any license or permit provided for in this Article or any renewal or duplicate, or make a false statement or conceal a material fact or otherwise commit fraud in making any application;~~
- ~~6. perform any construction work in the City or its ETJ for which a license is required without having the license or while the license is suspended, expired or canceled;~~
- ~~7. perform any construction work for which a permit is required without having the permit or after the permit has been suspended, canceled or expired;~~
- ~~8. fail or refuse to make the necessary repairs or changes as provided in a written notice issued by the City Manager or his/her designee. A separate offense is deemed to be committed each day after the expiration of the time for correction provided in the notice until the work is corrected; or~~
- ~~9. place or leave a property in such condition that it injures or endangers persons or property.~~

~~C. Insurance Required. It is the duty of all sign contractors who practice their craft within the City to show proof of general commercial liability insurance. A current copy of the insurance must be maintained on file with the building inspections division of the City or the sign contractor's license may be revoked. The insurance shall include a minimum of:~~

- ~~1. \$300,000 per occurrence (combined for property damage and bodily injury);~~
- ~~2. \$600,000 aggregated (total amount the policy will pay for property damage and bodily injury coverage); and~~
- ~~3. \$300,000 aggregate for products and completed operation.~~

~~A licensed applicant or licensee shall file with the Building Inspections Division a completed certificate of insurance when applying for an initial license, when changing a business name, or upon request by the City Manager or his/her designee.~~

~~D. The City Manager or his/her designee, within 30 days after the receipt of the completed application, shall issue the license or give a written refusal setting out the reasons for refusal.~~

- ~~1. Application. A written application for a sign contractor's license will be submitted to the Building Inspections Division on a form prescribed by the City along with the required initial fee and evidence of two (2) years experience to include the following:
 - ~~a. required initial fee (as established by City Council);~~
 - ~~b. renewal fee (as established by City Council);~~
 - ~~c. completed application;~~
 - ~~d. reference from one (1) financial institution;~~~~

- e. ~~reference from two (2) suppliers; and~~
- f. ~~reference from three (3) customers with work performed within the last two (2) years.~~
2. ~~*Renewal.* All renewals shall be due January 1st of each year. Failure to renew within thirty (30) days after the renewal date shall require the applicant to reapply for license at the initial fee rate.~~
3. ~~*Revocation.* Any license issued under this section may be suspended or revoked by the City Manager or his/her designee for the following:~~
- a. ~~The City Manager or his/her designee may suspend the license of a person who has been convicted two (2) times within a one-year period of any violation of this Article or other laws, ordinances, codes or regulations applicable hereto.~~
- b. ~~If the City Manager or his/her designee decides to suspend a sign contractor's license, the Director shall notify the licensee of the suspension by first class mail to the licensee's last address on record, or by hand delivery to the licensee. Notice by mail will be deemed received three (3) days after posting.~~
- c. ~~The licensee may appeal a suspension decision to the Building and Standards Commission by filing a written request within ten (10) days after receiving notice of the suspension. The Building and Standards Commission shall hold a hearing to determine whether the suspension decision should be sustained or reversed.~~
- d. ~~If a licensee's license has been suspended twice in a three (3) year period, and the licensee then commits another violation under this Article or other laws, ordinances, codes and regulations applicable hereto, the City Manager or his/her designee shall notify the Building and Standards Commission. The Building and Standards Commission shall then hold a hearing to consider cancellation of the license.~~
- e. ~~Enforcement actions taken under this section are not exclusive and do not affect any other remedies for violations of this Article or other applicable laws, ordinances, codes and regulations.~~
4. ~~*Appeal.* A person, whose license has been denied or revoked, may appeal in writing along with the filing fee then in effect to the Building and Standards Commission within ten (10) days.~~
5. ~~*Electrical License.* It shall be unlawful for any person to install and connect electrical systems for a sign within the City and its ETJ without first obtaining a license to do so from the Texas Department of Licensing and Regulation (TDLR) for such work. A sign contractor may subcontract the electrical portion of a project to someone licensed by TDLR. Someone so licensed shall obtain all electrical permits to do such work.~~
6. ~~*Electrical License Registration.* Electrical contractors shall register with the City's Inspection Department as follows:~~
- a. ~~*Registration of Company.* Each electrical company shall register with the Inspection Department and shall provide a copy of general liability insurance in the amount established by the Texas Department of Licensing and Regulation (TDLR) for electrical contractors.~~
- b. ~~*Application.* A written application to register an electrical company, along with the established filing fee, shall be submitted to the Director on a form prescribed by the City.~~
- c. ~~*Renewal.* All registered electrical companies shall renew their registrations annually. All renewals shall be due March 1st of each year.~~
- Exception: Licensed sign contractors who hold an electrical license issued by TDLR and who submit a copy of such license with their application, and do not work as an independent electrical company, shall not be required to register as an electrical company.

(Ord. No. 17-S-40, § 1(Exh. A), 10-24-2017)

Sec. 21.11.1623. Violations.

- A. *Unlawful Acts.* It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, or demolish a sign regulated by this Article, or cause the same to be done in conflict with or in violation of any of the provisions of this Article.
- B. *Notice of Violation.* The City Manager or his/her designee is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removing or demolition of a sign in violation of the provisions of this Article or in violation of a permit issued under the provisions of this Article. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

Proposed UDC Amendment

Article 16 - Definitions

Proposed changes to Article 16 - Definitions to add:

Façade: The portion of any exterior elevation of the building extending from grade to the top of the roof or parapet. Does not include structural or nonstructural elements which extend beyond roof or parapet.

Murals. A graphic displayed on the exterior of a building for decoration or artistic expression. Shall not include text, logos, or images advertising or indicating a service or product.

Subdivision Entry Signs: entry signs identifying a residential or mixed-use development.

Proposed changes to Article 16 - Definitions to replace/edit:

Balloon/Inflatable Signs: One or more inflatable devices filled with lighter-than-air gas used as a temporary sign for the purpose of directing attention to any location, event, person, product, good, service, activity, institution or business.

Bandit Sign: An illegally placed sign often used for advertising a service, business, or product.

Directional Signs: Any on-premise sign that directs the movement of traffic on private property within developments. Directional signs shall be located in a manner where they will not interfere with the safe movement of vehicles or pedestrians and shall not be located within any visibility triangle. Cannot be greater than twelve (12) square feet in area

Freestanding Sign: A sign that is not attached to a building and which is self-supported.

Temporary Signs: A sign constructed of a natural or man-made flexible material including, but not limited to, cloth, canvas, vinyl, engineered wood products not rated for outside use, or fabric which can be easily folded or rolled that is mounted with or without an enclosing framework that is attached or tethered to the building or structures. These signs are intended to be displayed for a limited period of time.

Wall Sign: Any sign attached to or projected from the exterior wall surface or facade of a building

Wind Sign: Any display or series of displays, banners, flags, pennants or other such objects designed and fashioned in such a manner as to move when subjected to wind pressure. Wind signs shall only be permitted as temporary signs. Feather Flags are the only type of wind driven signs allowed.

No other changes are proposed.

Ord. 25-S-024

UDC Amendments related to Sign Codes

Samuel Haas | Senior Planner

Background

- Staff brought forward these amendments in conjunction with recent City Council Workshops on Temporary Signs
 - CC Workshop Nov. 19, 2024.
 - P&Z Dec. 4, 2024.
 - CC Workshops 2025: Jan. 7, Jan. 21, Feb. 4, Feb. 18, Mar. 18.
- Last update to Article 11 was in 2017.

Approach

1. Editorial Changes

- Convey information better
- Reorganizing sections.
- Removing redundant or unnecessary language

2. Consistency with UDC and other city policies

- "City Manager or his/her designee"
- Matching language with other portions of UDC or city policies

3. Adjustments to the code

- Make the code simpler and allow more flexibility

Approach #1 Editorial Changes

Convey information better

Current Code

A. *General.* Unless otherwise specifically provided, the regulations set forth in this section shall be applicable to all wall signs. Wall signs may not be attached to light fixtures, poles, or trees.

B. *Maximum Area.*

Table 21.11.9 Maximum Area of Wall Signs	
Areas with Limited Access	15% of the façade area or 250 square feet, whichever is less
Areas with Unlimited Access	12% of the façade area or 125 square feet, whichever is less
All Other Streets	10% of the façade area or 80 square feet, whichever is less

1. Wall signs located on properties zoned Manufacturing District—Light (M-1); Manufacturing District—Heavy (M-2); and PDD (Planned Development District) with a base zoning of M-1 or M-2 and with a minimum primary façade elevation of 300 linear feet or greater may have the primary wall sign calculated at fifteen percent (15%) of the façade area or 250 square feet, whichever is less.

C. *Maximum Number of Signs.* The maximum number of signs permitted for single occupancy or single tenant buildings shall be limited to one (1) per wall with a maximum of three (3) signs. Each sign in excess of the primary wall sign shall be a maximum seventy-five percent (75%) of the area of the primary wall sign.

The maximum number of signs permitted for multi-tenant buildings shall be limited to one (1) per tenant or lease space except for those spaces located on the ends of buildings which may have one (1) additional wall sign to be located on the side wall of the structure and being a maximum of seventy-five percent (75%) of the area of the primary wall sign. Multi-tenant buildings with the rear of the building directly adjacent to a public or private street or access drive may have one (1) additional wall sign located on the rear wall of the structure and being a maximum of twenty-five percent (25%) of the area of the primary wall sign. In no case shall the number of wall signs permitted for any single tenant within a multi-tenant development exceed a maximum of two (2) signs.

Proposed Code

A. Wall Sign Standards apply per façade. Wall signs may be one contiguous sign or have multiple separate components provided total allowable square footage is not exceeded.

Wall Sign Standards		
<u>Roadway Classification</u>	<u>Max Area sq. ft.(per façade)</u>	<u>Maximum Number of façades with signage</u>
<u>Interstates & Farm to Market Roads</u>	<u>250</u>	<u>3 per building or tenant</u>
<u>All Others</u>	<u>100</u>	<u>3 per building or tenant</u>

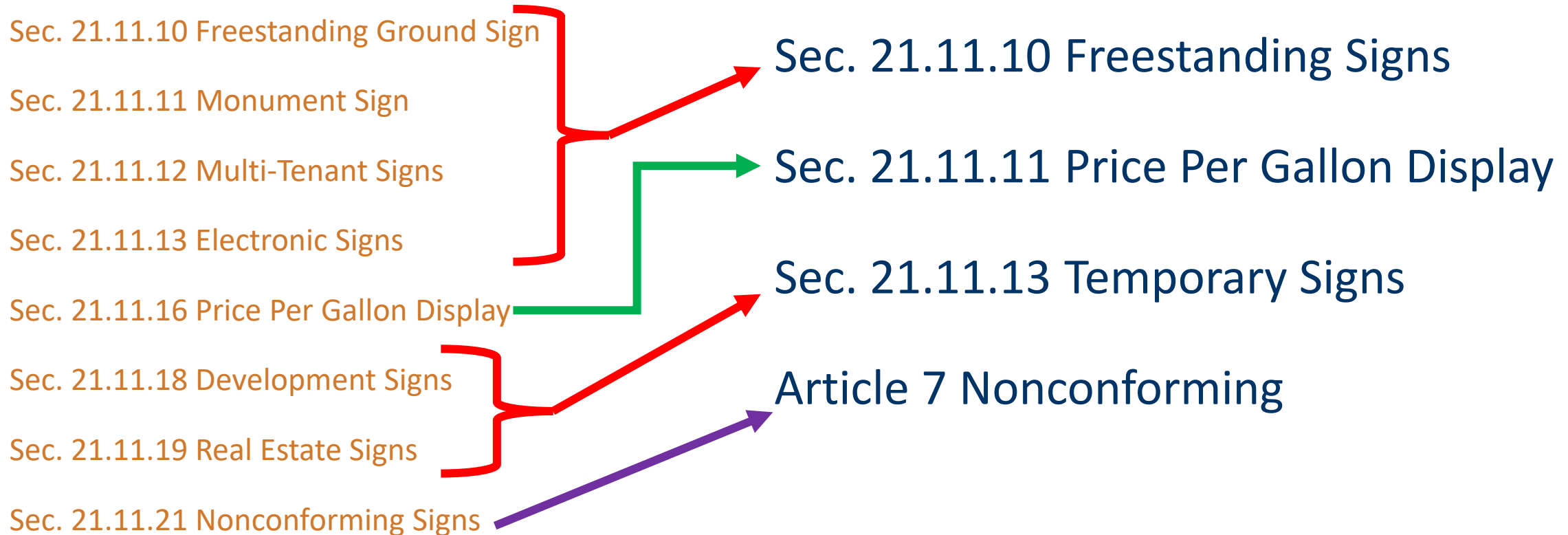
1. Roadway Classification is determined by the address of the building or unit and applies to each allowable sign.
2. Buildings over 100,000 square feet are allowed an additional 100 square feet of maximum signage area.
3. Wall signs shall not extend into the required building setback and may not be attached to light fixtures, poles, or trees.
4. In no case shall a wall sign project above the roofline of any building nor extend above the parapet wall if attached thereto.
5. Wall signs shall not be located on any facade (other than the main front of the building) which faces property zoned for single-family residential uses if the sign is within 150 feet of the property line of said residential property.
6. Properties on Main Street with a facade facing the railroad are allowed 250 square feet of signage facing FM 78.
 - a. May not exceed maximum allowable number of facades with signage.

Approach #1 Editorial Changes

Reorganizing

Current Code

Proposed Code



Approach #1 Editorial Changes

Eliminating redundancies

Current UDC

Sec. 21.11.22. Licenses.

A. Licenses Required.

1. *Required.* It shall be unlawful for any person to erect, construct, place, locate, reconstruct, repair, replace or service any sign for compensation without first obtaining a license to do such work from the City Manager or his/her designee.

2. License.

- a. It is unlawful for any person to perform construction work subject to this Article unless the person is licensed as a sign contractor or is exempt under b below.
- b. A maintenance person who performs work upon a property with more than one property owner is deemed to be performing work for the general public and shall be licensed as a sign contractor.

C. Insurance Required. It is the duty of all sign contractors who practice their craft within the City to show proof of general commercial liability insurance. A current copy of the insurance must be maintained on file with the building inspections division of the City or the sign contractor's license may be revoked. The insurance shall include a minimum of:

1. \$300,000 per occurrence (combined for property damage and bodily injury);
2. \$600,000 aggregated (total amount the policy will pay for property damage and bodily injury coverage); and
3. \$300,000 aggregate for products and completed operation.

A licensed applicant or licensee shall file with the Building Inspections Division a completed certificate of insurance when applying for an initial license, when changing a business name, or upon request by the City Manager or his/her designee.

5. *Electrical License.* It shall be unlawful for any person to install and connect electrical systems for a sign within the City and its ETJ without first obtaining a license to do so from the Texas Department of Licensing and Regulation (TDLR) for such work. A sign contractor may subcontract the electrical portion of a project to someone licensed by TDLR. Someone so licensed shall obtain all electrical permits to do such work.
6. *Electrical License Registration.* Electrical contractors shall register with the City's Inspection Department as follows:

- a. *Registration of Company.* Each electrical company shall register with the Inspection Department and shall provide a copy of general liability insurance in the amount established by the Texas Department of Licensing and Regulation (TDLR) for electrical contractors.
- b. *Application.* A written application to register an electrical company, along with the established filing fee, shall be submitted to the Director on a form prescribed by the City.
- c. *Renewal.* All registered electrical companies shall renew their registrations annually. All renewals shall be due March 1st of each year.

Current Code of Ord.

Sec. 18-2. General building contractors registration.

It shall be the duty of every contractor who engages in the construction, erection, alteration, repair, moving, demolition, installation or replacements of any building, structure, swimming pool, or sign, whether permanent or temporary, obtain all the necessary permits. Such contractor shall be registered by the City of Schertz.

- (1) *Insurance required.* It shall be the duty of all contractors who practice their trade within the City of Schertz, Texas to show proof of general commercial liability insurance for claims for property damage, or bodily injury regardless of whether the claim arises from a negligence claim or on a contract claim. Coverage amount of liability insurance shall not be less than \$300,000.00.
- (2) *Application.* An application for a contractor's registration will be submitted to the building official or his or her designee on a form prescribed by the city along with the required initial fee.
- (3) *Renewal.* All renewals shall be due January 1, of each year.

Sec. 18-3. Electrical registration.

No person shall install, repair or remove electrical wiring or devices unless he is licensed as an electrical contractor issued by the State of Texas who employs any of the listed tradesmen as established by the Texas Department of Licensing and Regulation (TDLR). A licensed master, sign master, journeyman, sign journeyman, residential wireman, or journeyman lineman must directly supervise work done by an apprentice or sign apprentice.

Directly supervise is defined as follows:

- (1) Where a single family or duplex residential structure is under construction. The supervisor shall be on the property while any electrical work as defined by TDLR Rules and Law is underway.
- (2) Where a commercial or industrial project is under construction. The supervisor shall be not less than one supervisor per 50,000 square feet or each story above the first floor or sub-floor over 50,000 square feet and shall be on the property while any electrical work as defined by TDLR Rules and Law is underway.

Exception:

- (1) A registration is not required of a homeowner who is doing electrical work on his own home. The homeowner may receive help from others to do such work, provided that the principal occupation of the person giving help is not that of an electrical contractor or electrician.
- (2) A registration is not required of a person who is hired as a full-time employee to perform normal maintenance excluding alterations and additions of electrical systems in commercial establishments, provided that the person does not work as an electrician or electrical contractor for the general public.

Renewal. All renewals shall be due January 1, of each year.

Approach #2 Consistency

Consistency with UDC and other city documents

- "City Manager or his/her designee"
- Matching language with other portions of UDC or city policies
 - EX: Article 16 Revisions to match or add definitions
 - New Definitions: Murals, Façade.
 - Edited Definitions: Balloon/Inflatable Sign, Bandit Sign, Wind Sign
 - EX: Fee Schedule

C. *Fees.* All fees for a sign permit shall be in accordance with the current fee schedule adopted by City Council.

1. A permit shall not be valid until such fee has been paid. An amendment to a permit shall not be released until the additional fees, if any, have been paid.
2. An additional fee shall be assessed in accordance with the current fee schedule for ~~Where work for beginning which a permit is required by this Article has been started~~ prior to obtaining a permit as required by this Article. ~~the fees established by City Council shall be doubled.~~ Payment of such ~~double~~ fees shall not relieve any person(s) from any other penalties prescribed by this UDC ~~under section 21.1.11~~ or any other law, ordinance, code or regulation applicable thereto.

Approach #3 Code Adjustments

Proposed adjustments to requirements in:

- Wall Signs
- Freestanding Signs
- Temporary Signs

Approach #3 Code Adjustments

Wall Signs

Current Code: Max Area pertains to the permitted sign

- A. *General.* Unless otherwise specifically provided, the regulations set forth in this section shall be applicable to all wall signs. Wall signs may not be attached to light fixtures, poles, or trees.

Proposed Code: Max Area pertains to the facade

- A. Wall Sign Standards apply per façade. Wall signs may be one contiguous sign or have multiple separate components provided total allowable square footage is not exceeded.

Approach #3 Code Adjustments

Wall Signs



Approach #3 Code Adjustments

Wall Signs

Current Code

Table 21.11.9 Maximum Area of Wall Signs	
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Proposed Code

<u>Wall Sign Standards</u>		
<u>Roadway Classification</u>	<u>Max Area sq. ft.(per facade)</u>	<u>Maximum Number of façades with signage</u>
<u>Interstates & Farm to Market Roads</u>	<u>250</u>	<u>3 per building or tenant</u>
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Approach #3 Code Adjustments

Wall Signs

Current Code

1. Wall signs located on properties zoned Manufacturing District—Light (M-1); Manufacturing District—Heavy (M-2); and PDD (Planned Development District) with a base zoning of M-1 or M-2 and with a minimum primary façade elevation of 300 linear feet or greater may have the primary wall sign calculated at fifteen percent (15%) of the façade area or 250 square feet, whichever is less.

- C. *Maximum Number of Signs.* The maximum number of signs permitted for single occupancy or single tenant buildings shall be limited to one (1) per wall with a maximum of three (3) signs. Each sign in excess of the primary wall sign shall be a maximum seventy-five percent (75%) of the area of the primary wall sign.

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- D. *Roofline Limitations.* In no case shall a wall sign project above the roofline of any building nor extend above the parapet wall if attached thereto. Wall signs shall be no closer vertically to the eave of the roofline or overhang than the predominant letter height. Wall signs may be attached to a continuous plane fascia if the sign does not extend above or below the projection of the fascia. Signs attached to fascia are only allowed when attached to structural canopy supported to the ground by columns constructed of similar masonry material as the primary structure.

- E. *Illumination.* Wall signs shall be illuminated utilizing only internal lighting.

- F. *Projection.* Wall signs shall not project farther than eighteen inches (18") from the building, excluding signs attached to canopies.

- G. *Adjacent Residential.* Wall signs shall not be located on any façade (other than the main front of the building) which faces property zoned for single-family residential uses if the sign is within 150 feet of the property line of said residential property.

Proposed Code

1. Roadway Classification is determined by the address of the building or unit and applies to each allowable sign.
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NEW

Approach #3 Code Adjustments

Wall Signs

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C. **Maximum Number of Signs.** The maximum number of signs permitted for single occupancy or single tenant buildings shall be limited to one (1) per wall with a maximum of three (3) signs. Each sign in excess of the primary wall sign shall be a maximum seventy-five percent (75%) of the area of the primary wall sign.

The maximum number of signs permitted for multi-tenant buildings shall be limited to one (1) per tenant or lease space except for those spaces located on the ends of buildings which may have one (1) additional wall sign to be located on the side wall of the structure and being a maximum of seventy-five percent (75%) of the area of the primary wall sign. Multi-tenant buildings with the rear of the building directly adjacent to a public or private street or access drive may have one (1) additional wall sign located on the rear wall of the structure and being a maximum of twenty-five percent (25%) of the area of the primary wall sign. In no case shall the number of wall signs permitted for any single tenant within a multi-tenant development exceed a maximum of two (2) signs.

D. **Roofline Limitations.** In no case shall a wall sign project above the roofline of any building nor extend above the parapet wall if attached thereto. Wall signs shall be no closer vertically to the eave of the roofline or overhang than the predominant letter height. Wall signs may be attached to a continuous plane fascia if the sign does not extend above or below the projection of the fascia. Signs attached to fascia are only allowed when attached to structural canopy supported to the ground by columns constructed of similar masonry material as the primary structure.

E. **Illumination.** Wall signs shall be illuminated utilizing only internal lighting.

F. **Projection.** Wall signs shall not project farther than eighteen inches (18") from the building, excluding signs attached to canopies.

G. **Adjacent Residential.** Wall signs shall not be located on any façade (other than the main front of the building) which faces property zoned for single-family residential uses if the sign is within 150 feet of the property line of said residential property.

Proposed Code

Wall Sign Standards		
Roadway Classification	Max Area sq. ft.(per facade)	Maximum Number of façades with signage
Interstates & Farm to Market Roads	250	3 per building or tenant
All Others	100	3 per building or tenant

No more 25% reduction in
additional signage

Approach #3 Code Adjustments

Freestanding Signs

Current Code

- Sec. 21.11.10 Freestanding Ground Sign
- Sec. 21.11.11 Monument Sign
- Sec. 21.11.12 Multi-Tenant Signs
- Sec. 21.11.13 Electronic Signs



Proposed Code

Freestanding Signs



Approach #3 Code Adjustments

Current Code Requirements

Freestanding Ground Sign

C. *Maximum Height.* The maximum height of a freestanding ground sign shall not exceed the following:

Table 21.11.10A Maximum Height of Freestanding Ground Signs	
Areas with Limited Access	50 ft.
Areas with Unlimited Access	40 ft.
All Other Streets	20 ft.

Exception: Freestanding ground signs located on properties along FM 3009 and Schertz Parkway shall have a maximum height of eighteen feet (18').

D. *Maximum Area.* Freestanding ground signs shall not exceed the following:

Table 21.11.10B Maximum Area of Freestanding Ground Signs	
Areas with Limited Access	250 sq. ft.
Areas with Unlimited Access	100 sq. ft.
All Other Streets	32 sq. ft.

Exception: Freestanding ground signs located on properties along FM 3009 and Schertz Parkway shall have a maximum of ninety (90) square feet in area.

E. *Number of Signs.* The maximum number of freestanding ground signs shall be limited to one (1) per lot per street frontage. Developments consisting of shopping centers or other multi-tenant type developments shall be required to construct multi-tenant signage in accordance with section 21.11.12 of this Article except that any primary or anchor store greater than 50,000 square feet may be allowed one (1) freestanding sign in accordance with this section.

- Max Height: 20-50ft
- Max Area: 32-250 sq. ft.
- Max #: 1 per lot frontage

Approach #3 Code Adjustments

Current Code Requirements

Monument Sign

Sec. 21.11.11. Monument Signs.

- A. *General.* Unless otherwise specifically provided, the regulations set forth in this section shall be applicable to all monument signs that are allowed under this Article.
- B. *Maximum Height.* The maximum height of a monument sign shall be five feet six inches (5'6").
- C. *Maximum Area.* The maximum area of a monument sign shall not exceed fifty (50) square feet.
- D. *Number of Signs.* The maximum number of monument signs shall be limited to one (1) per lot per street frontage. Developments consisting of shopping centers or other multi-tenant type developments shall be required to construct multi-tenant signage in accordance with section 21.11.12.
- E. *Minimum Setback.* The minimum setback of all monument signs shall be fifteen feet (15') from any property line.
- F. *Material Requirements.* All monument sign bases shall be constructed of masonry material consisting of brick, stone or split face concrete block. The monument sign structure must be constructed or covered with the same masonry material as the principal building or shall be constructed of brick, stone or split face concrete block. Sculpted aluminum sign panels will be allowed. All sign text and graphic elements shall be limited to a minimum of six inches (6") from the outer limits of the sign structure.
- G. *Illumination.* Monument signs shall only be illuminated utilizing internal lighting for sculpted aluminum panels or a ground lighting source where the light itself and supporting sign structure are not visible from public right-of-way.
- H. *Driveway Entrances.* Freestanding non-residential street address signs at driveway entrances are limited to one (1) monument sign per driveway entrance not to exceed twelve (12) square feet in area, and three feet in height.

- Max Height: 5ft. 6in.
- Max Area: 50 sq. ft.
- Max #: 1 per lot frontage
- Material Requirements

Approach #3 Code Adjustments

Current Code Requirements

Multi-Tenant Sign

Sec. 21.11.12. Multi-tenant Signs.

- A. *General.* The provisions of this section shall be applicable to all signs located within developments consisting of shopping centers, as defined within this UDC, and all other similar multi-tenant developments. Multi-tenant signs designed as monument signs shall meet the requirements of this section.
- B. *Maximum Height.* The maximum height of a monument sign within a multi-tenant development shall not exceed the following:

Table 21.11.12 Maximum Height of Multi-tenant Signs	
Areas with Limited Access	20 feet
Areas with Unlimited Access	18 feet
All Other Streets	15 feet

The monument base shall be a minimum of eighteen inches (18") in height measured from ground level at the center of the base to the top of the base. The overall height shall not exceed the maximum heights listed above, including monument base.

- C. *Maximum Area.* The maximum area of a multi-tenant monument sign shall be equivalent to one percent (1%) of the gross building square footage within the shopping center with a maximum of 150 square feet.
- D. *Maximum Number.* The maximum number of multi-tenant monument signs shall be limited to one (1) per platted lot per street frontage.
- E. *Monument Sign Design.* Each multi-tenant monument sign shall be designed so as to provide adequate sign spaces for each tenant within the development except for the primary, or anchor store within the development which shall be prohibited from advertising on the monument sign. The developer shall be responsible for determining the adequacy and size necessary to meet the requirements of this section.
- F. *Minimum Setback.* The minimum setback of all multi-tenant monument signs shall be fifteen feet (15') from any property line.
- G. *Material Requirements.* All multi-tenant monument signs shall be constructed of masonry material consisting of brick, stone or split face concrete block which shall be consistent in nature with the overall theme of the development. Sculpted aluminum sign panels will be allowed. All sign text and graphic elements shall be limited to a minimum of six inches (6") from the outer limits of the sign structure.
- H. *Illumination.* Monument signs may only be illuminated utilizing internal lighting for sculpted aluminum panels or a ground lighting source where the light itself and supporting sign structure are not visible from public right-of-way.

- Max Height: 15-20ft.
- Max Area: 150 sq. ft.
- Max #: 1 per lot frontage

Approach #3 Code Adjustments

Current Code Requirements

Electronic Sign

Sec. 21.11.13. Electronic Signs.

- A. *General.* Electronic signage shall be permitted in-lieu of any permitted freestanding or monument signs on a property. In the event that an electronic sign is permitted for a property, no other additional freestanding or monument sign shall be permitted.
- B. *Maximum Height.* The maximum height of an electronic sign shall be eighteen feet (18').
- C. *Maximum Area.* The maximum area of an electronic sign shall not exceed 100 square feet with a maximum area per sign face of fifty (50) square feet.
-
- D. *Number of Signs.* The maximum number of electronic signs shall be limited to one (1) per platted lot. No other on-premise freestanding signs shall be permitted.
- E. *Minimum Setback.* The minimum setback of all electronic signs shall be fifteen feet (15') from any property lines.
- F. *Material Requirements.* All monument sign bases shall be constructed of masonry material consisting of brick, stone or split face concrete block. The monument sign structure must be constructed or covered with the same masonry material as the principal building or shall be constructed of brick, stone or split face concrete block. All sign text and graphic elements shall be limited to a minimum of six inches (6") from the outer limits of the sign structure.
- G. *Illumination.* Electronic signage shall not exceed a maximum of one (1) footcandle illumination at the property line.
- H. *Location Restrictions.* No electronic signs shall be permitted within 150 feet of a residentially zoned property or property used for residential purposes.
- I. *Additional Restrictions.*
1. Any change of pictures or information on the electronic sign shall not produce the illusion of moving objects, expanding or contracting shapes, rotation or any similar effect of animation.
 2. Any change of pictures or information on the message board sign shall not change more often than once every four (4) seconds.
 3. Any sign picture or information shall not have a solid white background between the time period of thirty (30) minutes after sunset and thirty (30) minutes before sunrise.

- Max Height: 18ft.
- Max Area: 50 sq. ft.
- Max #: 1 per lot frontage

Approach #3 Code Adjustments

Current Code Requirements

Freestanding Ground Sign

- Max Height: 20-50ft
- Max Area: 32-250 sq. ft.
- Max #: 1 per lot frontage

Monument Sign

- Max Height: 5ft. 6in.
- Max Area: 50 sq. ft.
- Max #: 1 per lot frontage
- Material Requirements

Multi-Tenant Sign

- Max Height: 15-20ft.
- Max Area: 150 sq. ft.
- Max #: 1 per lot frontage

Electronic Sign

- Max Height: 18ft.
- Max Area: 50 sq. ft.
- Max #: 1 per lot frontage

Sec. 21.11.10. Freestanding **Ground** Signs.

A. Freestanding Sign Standards.

<u>Freestanding Sign Standards</u>				
<u>Roadway Classification</u>	<u>Setback</u> <u>ft.</u>	<u>Max Area</u> <u>sq. ft.</u>	<u>Max Height</u> <u>ft.</u>	<u>Maximum Number</u>
<u>Interstates</u>	<u>15</u>	<u>250</u>	<u>50</u>	<u>1 per lot per frontage</u>
<u>Farm to Market Roads</u>	<u>15</u>	<u>250</u>	<u>35</u>	<u>1 per lot per frontage</u>
<u>All Others</u>	<u>15</u>	<u>150</u>	<u>20</u>	<u>1 per lot per frontage</u>

P&Z
Modification

Approach #3 Code Adjustments

Current Code Requirements

Electronic Sign

Sec. 21.11.13. Electronic Signs.

- A. *General.* Electronic signage shall be permitted in-lieu of any permitted freestanding or monument signs on a property. In the event that an electronic sign is permitted for a property, no other additional freestanding or monument sign shall be permitted.
- B. *Maximum Height.* The maximum height of an electronic sign shall be eighteen feet (18').
- C. *Maximum Area.* The maximum area of an electronic sign shall not exceed 100 square feet with a maximum area per sign face of fifty (50) square feet.
- D. *Number of Signs.* The maximum number of electronic signs shall be limited to one (1) per platted lot. No other on-premise freestanding signs shall be permitted.
- E. *Minimum Setback.* The minimum setback of all electronic signs shall be fifteen feet (15') from any property lines.
- F. *Material Requirements.* All monument sign bases shall be constructed of masonry material consisting of brick, stone or split face concrete block. The monument sign structure must be constructed or covered with the same masonry material as the principal building or shall be constructed of brick, stone or split face concrete block. All sign text and graphic elements shall be limited to a minimum of six inches (6") from the outer limits of the sign structure.
- G. *Illumination.* Electronic signage shall not exceed a maximum of one (1) footcandle illumination at the property line.
- H. *Location Restrictions.* No electronic signs shall be permitted within 150 feet of a residentially zoned property or property used for residential purposes.
- I. *Additional Restrictions.*
 - 1. Any change of pictures or information on the electronic sign shall not produce the illusion of moving objects, expanding or contracting shapes, rotation or any similar effect of animation.
 - 2. Any change of pictures or information on the message board sign shall not change more often than once every four (4) seconds.
 - 3. Any sign picture or information shall not have a solid white background between the time period of thirty (30) minutes after sunset and thirty (30) minutes before sunrise.

3. A freestanding sign may include an electronic sign as a component of the permitted sign with the following additional standards:

- a. Limited to two (2) faces per sign.
- b. Limited to 50 square feet per sign face.
- c. Electronic signage shall not exceed a maximum of one (1) footcandle illumination at the property line.
- d. Any change of pictures or information on the electronic sign shall not produce the illusion of moving objects, expanding or contracting shapes, rotation or any similar effect of animation.
- e. Any change of pictures or information on the message board sign shall not change more often than once every four (4) seconds.
- f. Any sign picture or information shall not have a solid white background between the time period of thirty (30) minutes after sunset and thirty (30) minutes before sunrise.

Approach #3 Code Adjustments

Current Code Requirements

Electronic Sign

Sec. 21.11.13. Electronic Signs.

- A. *General.* Electronic signage shall be permitted in-lieu of any permitted freestanding or monument signs on a property. In the event that an electronic sign is permitted for a property, no other additional freestanding or monument sign shall be permitted.
- B. *Maximum Height.* The maximum height of an electronic sign shall be eighteen feet (18').
- C. *Maximum Area.* The maximum area of an electronic sign shall not exceed 100 square feet with a maximum area per sign face of fifty (50) square feet.
- D. *Number of Signs.* The maximum number of electronic signs shall be limited to one (1) per platted lot. No other on-premise freestanding signs shall be permitted.
- E. *Minimum Setback.* The minimum setback of all electronic signs shall be fifteen feet (15') from any property lines.
- F. *Material Requirements.* All monument sign bases shall be constructed of masonry material consisting of brick, stone or split face concrete block. The monument sign structure must be constructed or covered with the same masonry material as the principal building or shall be constructed of brick, stone or split face concrete block. All sign text and graphic elements shall be limited to a minimum of six inches (6") from the outer limits of the sign structure.
- G. *Illumination.* Electronic signage shall not exceed a maximum of one (1) footcandle illumination at the property line.
- H. *Location Restrictions.* No electronic signs shall be permitted within 150 feet of a residentially zoned property or property used for residential purposes.
- I. *Additional Restrictions.*
 - 1. Any change of pictures or information on the electronic sign shall not produce the illusion of moving objects, expanding or contracting shapes, rotation or any similar effect of animation.
 - 2. Any change of pictures or information on the message board sign shall not change more often than once every four (4) seconds.
 - 3. Any sign picture or information shall not have a solid white background between the time period of thirty (30) minutes after sunset and thirty (30) minutes before sunrise.

3. A freestanding sign may include an electronic sign as a component of the permitted sign with the following additional standards:

- a. Limited to two (2) faces per sign.
- b. Limited to 50 square feet per sign face
- c. Electronic signage shall not exceed a maximum of one (1) footcandle illumination at the property line.
- d. Any change of pictures or information on the electronic sign shall not produce the illusion of moving objects, expanding or contracting shapes, rotation or any similar effect of animation.
- e. Any change of pictures or information on the message board sign shall not change more often than once every four (4) seconds.
- f. Any sign picture or information shall not have a solid white background between the time period of thirty (30) minutes after sunset and thirty (30) minutes before sunrise.

Approach #3 Code Adjustments

Current Code Requirements

Multi-Tenant Sign

Sec. 21.11.12. Multi-tenant Signs.

- A. *General.* The provisions of this section shall be applicable to all signs located within developments consisting of shopping centers, as defined within this UDC, and all other similar multi-tenant developments. Multi-tenant signs designed as monument signs shall meet the requirements of this section.
- B. *Maximum Height.* The maximum height of a monument sign within a multi-tenant development shall not exceed the following:

Table 21.11.12 Maximum Height of Multi-tenant Signs	
Areas with Limited Access	20 feet
Areas with Unlimited Access	18 feet
All Other Streets	15 feet

The monument base shall be a minimum of eighteen inches (18") in height measured from ground level at the center of the base to the top of the base. The overall height shall not exceed the maximum heights listed above, including monument base.

- C. *Maximum Area.* The maximum area of a multi-tenant monument sign shall be equivalent to one percent (1%) of the gross building square footage within the shopping center with a maximum of 150 square feet.
- D. *Maximum Number.* The maximum number of multi-tenant monument signs shall be limited to one (1) per platted lot per street frontage.
- E. *Monument Sign Design.* Each multi-tenant monument sign shall be designed so as to provide adequate sign spaces for each tenant within the development except for the primary, or anchor store within the development which shall be prohibited from advertising on the monument sign. The developer shall be responsible for determining the adequacy and size necessary to meet the requirements of this section.
- F. *Minimum Setback.* The minimum setback of all multi-tenant monument signs shall be fifteen feet (15') from any property line.
- G. *Material Requirements.* All multi-tenant monument signs shall be constructed of masonry material consisting of brick, stone or split face concrete block which shall be consistent in nature with the overall theme of the development. Sculpted aluminum sign panels will be allowed. All sign text and graphic elements shall be limited to a minimum of six inches (6") from the outer limits of the sign structure.
- H. *Illumination.* Monument signs may only be illuminated utilizing internal lighting for sculpted aluminum panels or a ground lighting source where the light itself and supporting sign structure are not visible from public right-of-way.

Sec. 21.11.10. Freestanding **Ground** Signs.

A. Freestanding Sign Standards.

Freestanding Sign Standards				
<u>Roadway Classification</u>	<u>Setback</u> <u>ft.</u>	<u>Max Area</u> <u>sq. ft.</u>	<u>Max Height</u> <u>ft.</u>	<u>Maximum Number</u>
<u>Interstates & Farm to Market Roads</u>	<u>15</u>	<u>250</u>	<u>50</u>	<u>1 per lot per frontage</u>
<u>All Others</u>	<u>15</u>	<u>150</u>	<u>20</u>	<u>1 per lot per frontage</u>

1. Roadway Classification is determined by the adjacent frontage the sign will be placed.

2. Developments consisting of shopping centers or other multi-tenant type developments shall provide adequate sign spaces for each tenant and no tenant shall have more than 50% of the allowable area.

Approach #3 Code Adjustments

Temporary Signs – CC Workshops

CC Workshops Items

- Balloon/Inflatable signs not permitted
- Feather Flags only allowed 14 days
- Reoccurring event permit

Additional items

- Development signs and real estate signs added to temporary signs.

Sec. 21.11.137. Temporary Signs.

A. Temporary Sign Standards.

<u>Temporary Sign Standards</u>			
<u>Setback</u> <u>ft.</u>	<u>Max Area</u> <u>sq. ft.</u>	<u>Max Height</u> <u>ft.</u>	<u>Maximum Number</u>
<u>15</u>	<u>24</u>	<u>6</u>	<u>3 per business or tenant</u>
<u>Feather Flag Standards</u>			
<u>Setback</u> <u>ft.</u>	<u>Max Area</u> <u>sq. ft.</u>	<u>Max Height</u> <u>ft.</u>	<u>Maximum Number</u>
<u>15</u>	<u>16</u>	<u>8</u>	<u>3 per business or tenant</u>

1. Temporary signs shall be permitted for a maximum of 120 days per calendar year and Temporary Sign permits will be issued for thirty (30) day increments.

a. The cumulative total number of days for which all temporary sign permits issued for a property or business shall not exceed 120 calendar days.

b. Each individual sign will count towards the allotted 120 calendar days.

c. Feather Flags shall only be permitted for 14 days per calendar year.

2. Recurring Event Permit. A Recurring Event Permit is for temporary signs that will be issued in two-day increments for up to fifteen (15) times per year. The applicant requesting a Recurring Event Permit must identify which 15 two day increments they intend to have the temporary signs when applying for the initial permit. The selected dates can be modified as dates change with prior approval.

3. Exceptions:

a. Development signs may be installed at any time after the issuance of the building permit for a commercial development or after approval of the final plat for a residential subdivision. The development sign must be removed within six (6) months or upon the issuance of a certificate of occupancy for commercial developments, and within three (3) years of a residential subdivision.

b. Real estate signs shall be exempt from the permitting requirements of this section if they do not exceed six feet (6') in height and do not exceed thirty-two (32) square feet in area. Real estate signs shall be limited to one (1) per lot per street frontage.

Other

Waiver Section

Sec. 21.11.15. Waivers~~22. Licenses.~~

- A. The Planning and Zoning Commission may authorize waivers from the provisions of this Article when, in its opinion, undue hardship will result from requiring strict compliance. In granting a waiver, the Planning and Zoning Commission shall prescribe only conditions that it deems necessary or desirable to the public interest.
- B. In making their findings, the Planning and Zoning Commission shall take into account the following:
 - a. The nature of the proposed use of the land involved.
 - b. The location of the property in relation to roadway classification.
 - c. The existing uses of land in the vicinity.
- C. Waivers shall not be granted unless the Planning and Zoning Commission finds:
 - 1. That the granting of the waiver will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area; and
 - 2. Strict interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other nearby properties with the same land use that would comply with the same provisions.
- D. The Planning and Zoning Commission may establish a time period for execution of each granted waiver.
- E. Such findings together with the specific facts on which such findings are based shall be incorporated into the official minutes of the Planning and Zoning Commission meeting at which such exception is granted.
- F. Planning and zoning commission shall not authorize a waiver that would constitute a violation of a valid law, ordinance, code or regulation of the City.
- G. Any decision of the Planning and Zoning Commission regarding waivers to the provisions of this Article may be appealed to the City Council. When considering an appeal, the City Council shall consider the same standards as the Planning and Zoning Commission as outlined above.

UDC SECTION 21.4.7.D Criteria for Approval

1. **The proposed amendment promotes the health, safety, and general welfare of the City**
 - The city strives to make our development code more logical, easy to understand, and more consistent to enforce/administer.
 - Article 11 more user-friendly for residents, applicants, and city staff.

UDC SECTION 21.4.7.D Criteria for Approval

2. The proposed amendment is consistent with the goals, objectives, and policies of this UDC and the City

- Proposed amendments are consistent with the goals and desires of the City Council through the Sign Code workshops.
- Schertz Strategic Plan goals and objectives: "thriving economy" by supporting "business retention and recruitment".

UDC SECTION 21.4.7.D Criteria for Approval

3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law.

- Amendments are in response to issues that residents and applicants have had with Article 11.
- Staff's efforts to make this Article simpler and easier to understand will help address these concerns.
- Certain sections do reflect changing conditions such as exempting murals, or the change in classification of Schertz Parkway.

UDC SECTION 21.4.7.D Criteria for Approval

4. Other factors which are deemed relevant and important in the consideration of the amendment.

- Staff has ensured all UDC requirements have been met.
- City Attorney's office has assisted staff to ensure state law compliance.
- Public Hearing provides an opportunity to introduce additional considerations.

Recommendation

Staff Recommendation

The proposed amendments help promote the health, safety, and welfare for Schertz, align with city policies, and help meet the challenge of changing conditions.

Therefore, Staff recommends approval of Ord. 25-S-024

The Planning and Zoning Commission held a public hearing on May 7, 2025 and recommended approval (with modification) with a 7-0 vote.

CITY COUNCIL MEMORANDUM

City Council Meeting: June 17, 2025
Department: City Secretary
Subject: Review of Ordinance 23-M-28 City Council Rules of Conduct and Procedure (Mayor Gutierrez)

BACKGROUND

Review of Ordinance 23-M-28 City Council Rules of Conduct and Procedure

- a. Section 7.6-Ordinance readings (update)
- b. Section 11.1-Standing Committee
- c. Section 11.1-Standing Committee

Other items are flagged with minor wording changes that can be corrected.

Attachments

Ordinance 23-M-28

DRAFT COPY

ORDINANCE 25-M-028

AN ORDINANCE BY THE CITY OF SCHERTZ AUTHORIZING AND AMENDING CITY COUNCIL RULES OF CONDUCT AND PROCEDURE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Schertz has previously adopted Rules of Conduct and Procedure for the conduct of meetings of the City Council 23-M-28; and

WHEREAS, the City Council discussed the following changes at their meeting of June 17, 2025; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend, update, and clarify the Rules of Conduct and Procedure as they relate to the placement of Ordinances on final reading.

■ NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS:

SECTIONS OF THE CHANGES IN THE UPDATED CITY COUNCIL RULES OF CONDUCT AND PROCEDURE

Section 1. That the City Council's Rules of Conduct and Procedure are amended as follows:

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

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

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

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

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

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

Section 7. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

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

.

City of Schertz

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY OF SCHERTZ

CITY COUNCIL

RULES OF CONDUCT AND PROCEDURE

These Rules of Conduct and Procedure (these “Rules”) are intended to provide an understandable and workable structure for City Council meetings.

These Rules shall serve to aid the conduct of public business at Council meetings, to facilitate communication at Council meetings among Councilmembers and between Councilmembers and City staff and members of the public, and to promote confidence in the citizens that their government is performing its duties with the highest of ethical standards and with a genuine interest in the well-being of the community.

These Rules are in all events subject to the City Charter and applicable provisions of State law, including the Texas Open Meetings Act.

As a part of these Rules, the Council has established the following Code of Conduct for the Mayor and all Councilmembers:

- Address the merits of the issues — no personal attacks.
- Focus on representing the interests of all citizens.
- Attempt to resolve personal conflicts among Councilmembers internally before speaking publicly.
- Assume positive intentions — don’t look for hidden agendas.
- Observe the City’s written Rules of Conduct and Procedure.
- When others are speaking, listen with an open mind.
- Recognize that inappropriate public disclosure of confidential information can be detrimental to the city and its citizens.
- Understand that “majority rules”. Once a vote is taken, if you were in the minority agree to disagree and move on. Recognize that a majority view, when expressed in a vote, becomes an expression of City policy.
- Coordinate all requests of the city staff through the City Manager.

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ARTICLE 1. AUTHORITY

- 1.1 City Charter. Section 4.09 (d) of the City Charter provides that the Council shall, by ordinance, determine its own rules and order of business.
- 1.2 Effective Date; Amendment. These Rules shall be in effect upon their adoption by the Council and until such time as they are amended, or new rules are adopted. In the event of a conflict between these Rules and the Charter, the Charter shall govern over these Rules. In the event of a conflict between these Rules and State law, State law shall take precedence.

ARTICLE 2. GENERAL RULES

- 2.1 Meetings to be Public. All meetings of the Council and all meetings of committees composed of a quorum of the Council shall be open to the public as provided by State law, except when State law allows closed or Closed sessions for certain limited topics.
- 2.2 Attendance. Councilmembers shall attend all meetings of the Council. Absence of a Councilmember from a meeting shall be managed in accordance with 2.2 B.

A. Quorum. Four members of the Council, not including the Mayor, shall constitute a quorum. In the absence of the Mayor, the Mayor Pro Tem or other presiding officer shall be counted for purpose of determining the existence of a quorum. If a quorum is not present, those in attendance will be named, and they may recess to a later time as permitted by State law or may hear business before them, taking no official action.

B. Absences. In the event a Councilmember is unable to attend a meeting of the Council, the Councilmember shall notify either the Mayor or the City Secretary as soon as they become aware that they will be unable to attend. Notification may be accomplished via e-mail or telephone and must include the reason for the absence.

Absences from meetings of the City Council that are due to occupational or business demands, personal or family illness or absence from the city shall be approved by the Council as excused.

The City Secretary shall annotate the Councilmember's absence and the reason therefore in the minutes of the meeting from which the Councilmember is absent. Council approval of the subject minutes shall ratify the absence and the reason given therefore and thus excuse the absence. If a Councilmember raises an objection to the absence or the reason given therefore at the time the minutes are to be approved, the matter may be place on a future agenda for debate, discussion and further consideration.

C. Due to the challenges of connectivity, audio quality and equipment standards required, videoconferencing will not be permitted.

- 2.3 Minutes of Meetings. An account of all proceedings of the Council shall be kept by the City Secretary and shall constitute the official record of the Council. Such Minutes, after being approved by the Council (except any closed or closed session portion), shall be open to public inspection. The City Secretary shall provide an index showing the action of the Council in regard to all matters **before to it at** both regular and special meetings. A recording or “certified agenda” of each **closed or closed session** shall be made and maintained as required by State law.
- 2.4 Questions to Contain One Subject. All questions submitted for a vote shall contain only one subject. If two or more subjects are involved, any Councilmember may require a division, if the subjects can be reasonably divided.
- 2.5 Right to the Floor. Subject to Section 8.5, any Councilmember or member of City staff desiring to speak shall be recognized by the Mayor (or the presiding officer in the Mayor’s absence) at an appropriate time and shall confine his/her remarks to the subject under consideration or to be considered.
- 2.6 City Manager. The City Manager or the Acting City Manager shall attend all meetings of the Council unless excused. The City Manager may make recommendations to the Council and shall have the right to take part in all discussions of the Council but shall have no vote. The City Manager shall be notified of all special meetings of the Council.
- 2.7 City Attorney. The City Attorney **shall attend all meetings** of the Council as required by the Council or as requested by the City Manager, and shall, upon request of the Council or the City Manager, give an opinion, either written or oral, on questions of law.
- 2.8 City Secretary. The City **Secretary or the Deputy** City Secretary shall attend all meetings of the Council, unless excused, and shall keep the official minutes.
- 2.9 Officers and Employees. Any officer or employee of the City, when requested by the City Manager, shall attend meetings of the Council. If requested to do so by the City Manager, they shall present information relating to matters before the Council.
- 2.10 Rules of Order. Part 8 of these Rules shall govern the proceedings of the Council.
- 2.11 Suspension of Rules. Any provision of these Rules not required by the Charter or State law may be temporarily suspended by a majority vote of the Councilmembers who are present. The vote of each person on any such suspension shall be entered in the minutes.
- 2.12 Amendment to Rules. These Rules may be amended, or new rules adopted, by a duly adopted ordinance.
- 2.13 Matters Not Addressed by Rules. Issues of the conduct or procedure of public meetings not addressed by these Rules, the Charter, or State law shall be determined by the Mayor (or the presiding officer in the Mayor’s absence).

ARTICLE 3.

TYPES OF MEETINGS

- 3.1 Regular Meetings. The Council shall hold regularly scheduled meetings as provided by the Code of Ordinances, Part II, Section 2-2. The Council may also hold regularly scheduled meetings which may be designated by the Council as “workshop” sessions.
- 3.2 Special Meetings. Special meetings may be called by the Mayor, the City Manager, or any three (3) members of the Council. The call for a special meeting shall be filed with the City Secretary in written form, except that announcement of a special meeting during any regular meeting at which all members are present shall be sufficient notice of such special meeting. The call for a special meeting shall specify the day, hour, and place of the special meeting and shall identify the subject or subjects to be considered.
- 3.3 Recessed Meetings. Subject to State law, any meeting of the Council may be recessed to a later time, provided that no recess shall be for a longer period than until the next regular meeting.
- 3.4 Adjourned Meetings. Any meeting of the Council that has been adjourned may not be reconvened except by a motion to reconsider prior to any Councilmember’s departure from the Council chamber. See Sections 9.3 and 9.4.
- 3.5 Closed Sessions. Closed sessions may only be held in accordance with state law.
- 3.6 Emergency Meetings. In case of emergency or urgent public necessity, an emergency meeting may be called as a special meeting as set forth in Section 3.2, however, an emergency meeting may not be held unless authorized by, and notice is given in accordance with State law.

ARTICLE 4. PRESIDING OFFICER AND DUTIES

- 4.1 Mayor. The Mayor, if present, shall preside as Mayor at all meetings of the Council. In the absence of the Mayor, the Mayor Pro-Tem shall preside. In the absence of both the Mayor and the Mayor Pro-Tem, the most senior Councilmember (by time of service on the Council) present shall be the chairperson.
- 4.2 Call to Order. Each meeting of the Council shall be called to order by the Mayor, or in the Mayor’s absence, by the Mayor Pro-Tem. In the absence of both the Mayor and the Mayor Pro-Tem, the meeting shall be called to order by the most senior Councilmember (by time of service on the Council) present.
- 4.3 Preservation of Order. The presiding officer shall preserve order and decorum, prevent personalities from becoming involved during debate or the impugning of members’ motives, and confine Councilmembers in debate to the question under discussion.
- 4.4 Rulings by Presiding Officer. The presiding officer shall rule on points of privilege, points of procedure or order, and withdrawals of motions, subject to the right of any member to appeal to the Council as set forth in Article 9 of these Rules. See Sections 9.3, 9.4, 9.5, 9.6, and 9.8.
- 4.5 Questions to be Stated. The presiding officer shall state all questions submitted for a vote and announce the result. A roll call vote shall be taken on all votes.

- 4.6 Substitution of Mayor. In the event the Mayor must relinquish the chair, the Mayor shall call upon the Mayor Pro-Tem to preside if the Mayor Pro-Tem is present. If the Mayor Pro-Tem is not present, the Mayor may call upon the most senior Councilmember (by time of service on the Council) present to preside, but such substitution shall not continue beyond adjournment of that meeting.

ARTICLE 5. APPOINTMENT PROCEDURES

Article 5 Section 5.1 Appointment Procedure for the Mayor Pro Tem.

- (a) The Council will discuss, and with a majority vote, appoint the Councilmember to serve as the Mayor Pro Tem for the City.
- (b) The appointed Mayor Pro Tem must be a Councilmember and must meet the qualifications of Section 4.02 of the City Charter. In addition, to be appointed to the position of Mayor Pro Tem, a Councilmember must be an elected member of Council and a member in good standing.
- (c) Term dates for the Mayor Pro Tem position will begin in February and August of each year (the election dates offset by three (3) months). Terms will sequentially rotate according to Councilmember place.
- (d) If the Councilmember place that is up for appointment as Mayor Pro Tem is vacant or is held by a Councilmember who is **not qualified** to serve as Mayor Pro Tem, the Mayor Pro Tem appointment will go to the next qualified Councilmember.
- (e) The position will have a term of office of six (6) months.
- (f) The appointed Mayor Pro Tem may be removed by Council by a two-thirds (2/3) majority vote of the members of Council at any time during his or her term.
- (g) Council reserves the right to alter this procedure at any time by resolution or rule.

5.1 Appointment Procedure for a Councilmember.

- (a) The Council may appoint a Councilmember to a vacant seat as authorized by Section 4.06 of the City Charter.
- (b) The Council will announce and advertise on the City's website and in the City's newspaper of record that applications are being accepted for a vacant position on Council.
- (c) A due date for applications to be submitted will be set.
- (d) Applicants must meet the qualifications for a Councilmember set forth in Section 4.02 of the City Charter.
- (e) Applications will be received by the City Secretary's office and distributed to all Councilmembers.

- (f) An interview date will be set and posted for a public meeting.
- (g) Interviews of prospective candidates will be held in a public forum by a quorum of Councilmembers.
- (h) Councilmembers will discuss, and appoint by majority vote, the new member of Council at either the same meeting as the interviews or at a subsequent Council meeting.
- (i) The Council is the final judge of whether a candidate is qualified to serve as a Councilmember as set forth in Section 4.03 of the City Charter.
- (j) Council reserves the right to alter this procedure at any time by resolution or rule.

ARTICLE 6. ORDER OF BUSINESS

6.1 Agenda. The City Manager and the City Secretary shall prepare an agenda for each meeting of the Council. Items may be placed on the agenda by the City Manager (or in his absence any Assistant City Manager), the Mayor, or any Councilmember, **except that a Councilmember directing that an item or items be placed on an agenda must do so in open session, during a properly posted meeting of the Council.** Items placed on the agenda by the City Manager (or in his absence any Assistant City Manager) may be removed only by the City Manager (or any Assistant City Manager) and he/she may do so at any time that permits the agenda for the Council meeting to be properly posted by the City Secretary's Office under the Texas Open Meetings Act. Items placed on an agenda by the Mayor may be removed only by the Mayor, and he/she may do so at any time that permits the agenda for the Council meeting to be properly posted by the City Secretary's Office under the Texas Open Meetings Act. **Items placed on the agenda by a Councilmember may be removed only by that specific Councilmember, and he/she may do so at any time that permits the agenda for the Council meeting to be properly posted** by the City Secretary's Office under the Texas Open Meetings Act.

- (a) Information Required. Any item to be on the agenda must be provided to the City Manager pursuant to a procedure established and modified by the City Manager from time to time. Each item on the agenda must contain sufficient information so that full disclosure of the item to be addressed is present so as to alert the Council and the public of the topic to be considered.
- (a) Order of Listing Items; Sponsor and Responsible Staff. The agenda shall list all items for consideration in a format recommended by the City Manager. The name of the person or persons placing an item on the agenda and the name of any expected staff presenter shall be stated on the agenda.
- (b) Copy Provided to Mayor and Council Members. The City Secretary shall furnish the Mayor and each Councilmember a copy of the agenda, including the proposed ordinances, resolutions, petitions, notices, or other materials as required. Copies of attachments and background material will generally be provided for the initial presentation only and should be retained by the Mayor and the Councilmembers until such time as the item is finalized.

- (c) Copy Available to Public. A copy of the agenda, with or without attachments as determined by the City Manager, shall be made available to the public at City Hall prior to the meeting. Copies of the agenda shall be available to the public at the meeting.
 - (d) Order; Exception. The ordinances, resolutions, and other proposed actions shall be taken up and disposed of by the Council in the order listed in the agenda, subject to the right of the presiding officer to take up matters in a different order.
 - (e) Chair Shall Not Entertain Objections. An agenda item properly placed on a future agenda by a member of Council during open session shall not be subject to objection by another member.
- 6.2 Communication to Mayor and Council. The City Manager shall provide the Council with a copy of each ordinance or resolution and appropriate analysis of items proposed to be acted upon by the Council at a meeting. These communications shall be delivered to the Mayor and Councilmembers along with the agenda. This information should also be retained by the Mayor and Councilmembers until such time as the item is finalized. Staff members, in making presentations to Council at a meeting of the Council, should endeavor to restrict their presentations to five (5) minutes, excluding responses to questions by the Mayor and/or Councilmembers.
- 6.3 Approval of Minutes. Minutes may be approved without public reading if the City Secretary has previously furnished the Mayor and each Councilmember with a copy thereof.
- 6.4 Presentations by Members of Council. The agenda shall provide a time when the Mayor and each Councilmember may bring before the Council any business that person believes should be brought up during the “Requests by Mayor and Councilmembers” and “Announcements by Mayor and Councilmembers” portions of the agenda. These matters need not be specifically listed on the agenda unless the person desiring to make a comment knows prior to posting of the agenda that he/she will make such comment. In response to an unposted comment, there (1) may only be a statement of factual information in response, (2) a recitation of existing City policy, or (3) discussion regarding a proposal to place the subject on the agenda for a subsequent meeting.
- 6.5 Consent Agenda. At the direction of the City Manager (or in his absence an Assistant City Manager) with respect to items believed to be non-controversial, the City Secretary shall place multiple items on a “Consent Agenda” portion of the agenda, subject to the right of the Mayor or any Councilmember to request at the meeting that any one or more of such items be removed from the Consent Agenda for individual consideration. First readings of ordinances shall in all events be posted for individual consideration and shall not be included on the Consent Agenda.

ARTICLE 7.

CONSIDERATION OF ORDINANCES, RESOLUTIONS, AND MOTIONS

- 7.1 Printed, Typewritten, or Electronic Form. All ordinances and resolutions shall be presented to the Council only in printed, typewritten, or electronic form.

- 7.2 City Manager Review. All ordinances and resolutions shall be reviewed by the City Manager or his designee.
- 7.3 City Attorney to Approve. All ordinances and resolutions shall be approved as to form and legal content by the City Attorney, when requested by the Mayor or the City Manager.
- 7.4 Funding. All actions authorizing an expenditure of money shall include the exact source of the funds to be expended.
- 7.5 Reading of Caption Only. Upon being introduced, each proposed ordinance or resolution shall be read by caption only.
- 7.6 Ordinances—Two Readings; Emergencies. Ordinances introduced at a Council meeting shall not be finally acted upon until at least the next regular meeting, except that immediate action may be taken upon an emergency as determined by the Council in accordance the Charter or State law. Ordinances that do not receive a unanimous vote on first reading shall (a) be placed on the consent portion of the next agenda or (b) be placed on the discussion portion of the next agenda.
- 7.7 Recording of Votes. The ayes and nays shall be taken upon the consideration of all ordinances and resolutions and shall be entered in the minutes of the Council.
- 7.8 Vote Required. Approval of every ordinance, resolution, or motion, unless otherwise required by these Rules, the Charter, or State law, shall require the affirmative vote of four (4) Councilmembers who are present and eligible to vote.
- 7.9 Tie Vote. In the event of a tie in votes on any motion, the Mayor shall cast the decisive vote in accordance with Section 4.05 of the Charter. Other Councilmembers acting as presiding officer shall not be restricted to voting only in the event of a tie.
- 7.10 Numbering Ordinances and Resolutions. After approval of a resolution or an ordinance on second reading or on a single reading as an emergency, the City Secretary shall assign a number to each ordinance or resolution within the records of the City.
- 7.11 Ordinance Passage Procedure. After passage, an ordinance shall be signed by the presiding officer and shall be attested by the City Secretary or Deputy City Secretary, and it shall be filed and thereafter preserved in the office of the City Secretary.

ARTICLE 8. RULES OF DECORUM

- 8.1 Recognition by presiding officer. Subject to Section 8.5, No person shall address the Council without first being recognized by the presiding officer.
- 8.2 Order. While the Council is in session, the Councilmembers must preserve the order and decorum of the meeting, and a Councilmember shall neither, by statement or otherwise, delay or interrupt the proceedings or the peace of the Council or disturb any other Councilmember while speaking or refuse to obey the orders of the presiding officer. Councilmembers are expected to remain on the dais during a Council meeting unless they have good cause to vacate.

- 8.3 Presiding Officer. The Mayor or the Mayor Pro-Tem or such other member of the Council who is serving as the presiding officer may participate in debate, subject only to such limitations of debate as are the rights and privileges of a Councilmember by reason of such Councilmember acting as the presiding officer. If the presiding officer is engaged in debate and is, at the insistence of four (4) Council members, abusing the position of the presiding officer, the presiding officer must relinquish the chair to the Mayor Pro-Tem, or in his/her absence, to the next most senior Councilmember (by time of service on the Council) present. The Mayor Pro-Tem or such other member, other than the Mayor, who is serving as presiding officer may move, second, and debate from the chair, subject only to such limitations of debate as are the rights and privileges of a Councilmember by reason of the member acting as the presiding officer.
- 8.4 Improper References to be Avoided. When a Councilmember has the floor pursuant to Section 2.5 or 8.5, he/she shall avoid all references to personalities and indecorous language.
- 8.5 Interruptions. A Councilmember, once recognized, shall not be interrupted by the Mayor or another Councilmember when speaking unless it is to raise a point of privilege (Section 9.4) or a point of procedure or order (Section 9.5), or to enter a motion to withdraw a previously-stated motion (Section 9.8), or as otherwise provided in these Rules. If a Councilmember, while speaking, is interrupted as set forth herein, the Councilmember so interrupted should cease speaking until the question is determined.

ARTICLE 9.

MOTIONS AND MEETING PROCEDURES

- 9.1 Motions. A Councilmember, after he/she obtains the floor, or the Mayor may make a motion on the particular subject of discussion or a procedural point as permitted. A “Second” to the motion, if required, must be made by a Councilmember who did not make the motion within a reasonable but brief time period. The Mayor may not “Second” a motion. A motion or a “Second” merely implies that the maker of the motion and the person who “Seconds” agree that the motion should come before the meeting and not that he/she necessarily favors the motion. Without a “Second”, if required, the motion dies.
- 9.2 Debate. Debate, if permitted, must be limited to the merits of the issue under discussion as stated by the presiding officer.
- 9.3 Motion Procedures. There are twelve (12) types of motions in three (3) categories: Meeting Conduct Motions (4 types), Disposition Motions (7 types), and Main Motions

(1 type)¹. When any motion is pending, any motion listed above it on the chart below is in order; those below it are out of order.

¹ Sections 9.3 through 9.14 are included by permission of Donald A. Tortorice, The Modern Rules of Order, ABA Publishing, 2nd Edition.

Motion	May Interrupt Speaker	Second Required	Debatable	Amendable	Resolved by Chair No Vote	Affirmative Vote by 4 Councilmembers	2/3 Vote
A. Meeting Conduct Motions							
1. point of privilege	yes	no	no	no	yes	no	no
2. point of procedure or order	yes	no	no	no	yes	no	no
3. to appeal a ruling	no	yes	yes	no	no	yes	no
4. to recess	no	yes	yes	yes	no	yes	no
B. Disposition Motions							
5. to withdraw	yes	no	no	no	yes	no	no
6. to postpone	no	yes	yes	yes	no	yes	no
7. to refer	no	yes	yes	yes	no	yes	no
8. to amend	no	yes	yes	yes	no	yes	no
9. to limit or close debate or "call the question"	no	yes	yes	yes	no	no	yes
10. to extend debate	no	yes	yes	yes	no	yes	no
11. to count the vote	no	yes	no	no	no**	no	no
C. Main Motions							

12. to reconsider	yes	yes	if original motion was debatable	no	no	yes	no
13. to rescind	no	yes	yes	yes	no	no	yes
14. to take action	no	yes	yes	yes	no	yes***	no

** Mandatory if seconded; no vote required.

*** Unless a greater vote is required by the Charter or State Law

9.4 Point of Privilege. A point of privilege, sometimes called a point of personal privilege, is a communication from a Councilmember to the presiding officer, drawing urgent attention to a need for personal accommodation. For example, the point may relate to an inability to see or hear, a matter of comfort, a matter of requested convenience, or an overlooked right of privilege that should have been accorded to the Councilmember(s). In essence, it is a call to the presiding officer for the purpose of assuring a Councilmember's convenient and appropriate participation in the meeting. Because of its urgent nature, a point of privilege can interrupt a speaker. Because it is addressed to the attention of and action by the presiding officer, it cannot be debated or amended, and no vote is required.

9.5 Point of Procedure or Order. A point of procedure, sometimes called a point of order, is a question addressed to the presiding officer, no seconding is required, and either inquiring into the manner of conducting business or raising a question about the propriety of a particular procedure. It is simply an inquiry and is resolved by correction or clarification by the presiding officer. A point of procedure can interrupt a speaker. Because it is addressed to the attention of and action by the presiding officer, a second is not required, and it cannot be debated or amended, and no vote is taken.

9.6 To Appeal a Ruling. Decisions or rulings of the presiding officer are final on questions of procedure, except that any ruling by the presiding officer's ruling can be appealed to a vote of the Council. Whenever a Councilmember questions the appropriateness or essential fairness of the presiding officer, that member can appeal the ruling to a vote of the meeting. If, however, a motion is out of order as a matter of law (not a proper subject of the meeting, improper notice given, etc.), the presiding officer's ruling cannot be appealed. A motion to appeal cannot interrupt a speaker. To prevent frivolous appeals, a second is required. The motion is subject to debate (which should be brief) and, by its nature, is not amendable. To overrule a procedural decision of the presiding officer, an affirmative vote of four (4) Councilmembers is required.

9.7 To Recess. A motion to recess requests a brief interruption of the meeting's business, usually so that an ancillary matter can be addressed, or simply to provide a needed break. Unless stated in the motion, the period of recess is decided by the presiding officer. If necessary, a recess can extend the meeting from one day to another, subject to State law. The motion

cannot interrupt a speaker, and **a second is required**. It is debatable, it can be amended, and an affirmative vote of four (4) Councilmembers is required.

9.8 To Withdraw. Only the maker of the motion can make a motion to withdraw it. It is essentially a communication to the presiding officer that the maker is withdrawing his/her proposal. This is the maker's privilege; thus, it does not require a second. Because the withdrawal motion obviates discussion; it can interrupt a speaker. In addition, because another Councilmember later can make a similar motion, a withdrawal motion is not subject to debate, amendment, or vote. The presiding officer should simply state that the motion is withdrawn, and the meeting should proceed with a new treatment of the issue at hand—or a new issue.

9.9 **To Postpone** or Extend. These motions may arise from a need for further information, a matter of convenience, or for any other reason that will enable the Council to deal with the issue more effectively during the same meeting or at a later time. Unless otherwise specifically provided in the motion itself, a postponed or extension motion can be renewed at a later appropriate time during the meeting or, if properly posted, at a later meeting. This motion cannot interrupt a speaker. It **requires a second**, it is debatable, and it is amendable (particularly as to postponement, timing), and an affirmative vote of four (4) Councilmembers is required.

9.10 To Refer. A motion to refer is typically used to submit an issue to a committee, usually for study leading to a subsequent recommendation. Because it ordinarily disposes the motion for purposes of the current meeting, a motion to refer is subject to the same rules that apply to a main motion. (See Section 9.14). This motion cannot interrupt a speaker, and a second is required. It is debatable and amendable, and an affirmative vote of four (4) Councilmembers is required.

9.11 To Amend. A motion to amend proposes a change in the wording of a motion then under consideration. When a motion to amend is pending and an amendment to the amendment is proposed, the presiding officer should focus discussion on the latest amendment, resolve that question, then proceed to the first amendment before continuing discussion on the main motion. Votes on amendments are thus in reverse order of the sequence in which they are proposed. A motion to amend cannot interrupt a speaker. It requires a second, and it is debatable and amendable. An affirmative vote of four (4) Councilmembers is required for approval of the amendment. Note that State law may restrict amendments to proposals that are required to be set forth in the notice of the meeting.

9.12 To Limit or Close Debate or "Call the Question". Because the extent to which an issue is discussed rests primarily with discretion of the presiding officer, it is the presiding officer who carries the burden of ensuring that adequate time and discussion are given to differing points of view. A motion to limit or close debate is therefore an overruling of the presiding officer's determination. A motion to close debate is the same as a motion to "call the question". Because this motion affects the most fundamental right of any Councilmember, the right to speak one's views, it is the only procedural motion that requires an affirmative vote of two-thirds of participants voting.

9.13 To Count the Vote. A motion to count the vote should be limited to those circumstances where the convenient hearing of "yeas" and "nays" cannot clearly resolve the issue. It represents the right of a Councilmember to have a vote demonstrated by count. That count can be

directed by the presiding officer either as a showing of hands or a standing of voting members while the vote is recorded. Upon completion of the count, the presiding officer announces the result—and final disposition of the issue voted upon. This motion cannot interrupt a speaker. It requires a second; it is neither debatable nor amendable; and, because of the importance of the matter, it should be considered mandatory; thus, no vote is required.

9.14 Motion to Reconsider. Allows a main motion to be brought back before the City Council for consideration. May be made only at the meeting at which the vote to be reconsidered was taken. It may be made by any member of City Council. Any City Council member may second it. It can be made while any other question is pending, even if another member has the floor. It requires a majority vote to pass. A motion may only be reconsidered twice. If the reconsideration is moved while another subject is before the City Council, it cannot interrupt the pending business, but, as soon as the pending business has been disposed of the motion has the preference over all other main motions and general business of the agenda. In such a case the Mayor does not state the question on the reconsideration until the immediately pending business is completed.

9.15 Motion to Rescind. The motion to rescind is a main motion without any privilege, may only be made when there is nothing else before the City Council and must be made at the same meeting at which the subject matter of the motion was considered, and it requires a two thirds vote of the City Council members. It cannot be made if a motion to reconsider has been previously made. The motion to rescind can be applied to votes on all main motions with the following exceptions: votes cannot be rescinded after something has been done as a result of that vote that the City Council cannot undo; or, where a resignation has been acted upon, or one has been appointed to, or expelled from, a committee or office, and was present or was officially notified. In the case of expulsion, the only way to reverse the action afterwards is to restore the person to the committee or office, which requires the same preliminary steps and vote as is required for the original appointment.

9.16 To Take Action; Main Motions. Main motions state proposed policy or action on a substantive issue being considered by the Council. As such, the motion is an initial call to take particular action. Although lowest in precedence among all motions, main motions are clearly the most important: through their content, the business decisions of the Council are determined. A main motion can be made only when a prior main motion has been disposed of. It cannot interrupt a speaker; a second is required; it is debatable and amendable; and an affirmative vote of four (4) Councilmembers is required unless a greater vote is prescribed by the Charter or State law.

9.17 Effect of Abstentions. action on required Abstentions; Effect of non-required Abstentions. The following rules shall apply when a Council Member abstains from voting on an item:

When the Council Member is Legally Obligated to Abstain

When a Council Member is legally obligated to abstain from voting pursuant to Texas Local Government Code Chapter 171, a local ordinance or the City Charter then the Council Member shall leave the dais and exit City Council Chambers until such time as the debate and vote on the item has been concluded. The City Secretary shall record that the

Council Member left the room and abstained from the vote in the official minutes and there shall be no other effect.

When the Council Member has no Legal Obligation to Abstain from Voting.

When a Council Member has no legal obligation to abstain from voting then an abstention shall be recorded in the minutes as an abstention and shall procedurally be treated as a “no” vote.

**ARTICLE 10.
ENFORCEMENT OF DECORUM**

- 10.1 Warning. All persons other than a recognized speaker shall, at the request of the presiding officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, the presiding officer may order the person to leave the meeting. The Chief of Police, or such member or members of the Police Department or other persons as the presiding officer may designate, shall be sergeant-at arms of the Council meetings. If the person so requested does not leave the meeting, the presiding officer may order the sergeant-at-arms to remove such person.
- 10.2 Removal. Any designated sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting. Upon instruction of the presiding officer, it shall be the duty of the sergeant at arms to remove from the meeting any person who intentionally disturbs the proceedings of the Council (or successor provision of law).
- 10.3 Resisting Removal. Any person who resists removal by the sergeant-at-arms shall be charged with violating Section 42.05 (a) of the Texas Penal Code.
- 10.4 Motions to Enforce. Any Council member may move to require the presiding officer to enforce these Rules and the affirmative vote of a majority of the Councilmembers present and eligible to vote shall require the presiding officer to do so.
- 10.5 Adjournment. In the event that any meeting is willfully disturbed by a person or groups of persons so as to render the orderly conduct of such meeting unfeasible and when order cannot be restored by the removal of the individuals who are creating the disturbance, the meeting may be adjourned and the remaining business considered at the next regular or a special meeting or, subject to State law, may be recessed to a set time and date.

**ARTICLE 11.
CREATION OF COMMITTEES, BOARDS, AND COMMISSIONS**

- 11.1 Standing Committees. The Council may create committees, boards and commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify not inconsistent with the Charter, the Code of Ordinances, or State law. Membership and selection of members shall be as determined by the Council if not specified by the Charter, the Code of Ordinances, or State law. No person may concurrently serve on more than one Board unless, by virtue of his/her position on the Council, he/she also holds a position on another Board. Persons related within the second degree by affinity or consanguinity to the Mayor or any member of the Council shall not be eligible to serve

on a standing committee. No standing committee so appointed shall have powers other than advisory to the Council or to the City Manager, except as otherwise specified by the Charter, the Code of Ordinances, or State law.

- 11.2 Special Committees. The Council may, as the need arises, authorize the appointment of “ad hoc” Council committees. Except where otherwise specifically provided by the Charter, the Mayor and the City Council shall appoint the members of the special committees. Any committee so created shall be given a “mission statement” directing its activities. Any special committee shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Councilmembers present and entitled to vote.

ARTICLE 12. CITIZENS RIGHTS

- 12.1 Addressing the Council. Any person desiring to address the Council by oral communication shall first secure the permission of the presiding officer.

- 12.2 Manner of Addressing the Council – Time Limit. Each person addressing the Council shall speak at the podium into the microphone (or at another designated location), shall give his/her name and address in an audible tone of voice for the record, and, unless further time is granted by the Council, shall, subject to Section 12.4 below, limit his/her remarks to three (3) minutes or less. A person who addresses the Council through a translator will limit his/her remarks to six (6) minutes or less. All remarks shall be addressed to the Council as a body, and not to any individual member thereof. No person, other than members of the Council or City staff (when requested by the presiding officer) and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council, unless requested or approved by the presiding officer. No questions shall be asked the Councilmembers, except through the presiding officer. Responses to questions may be limited as required by State law.

- 12.3 Personal and Slanderous Remarks. Any person making personal, impertinent, or slanderous remarks, or who shall become boisterous, either while addressing the Council or otherwise while in attendance at a Council meeting, may be requested to leave the meeting, pursuant to Article 10 of these Rules, and may be removed from the meeting if necessary for the conduct of the remainder of the meeting. This is not intended to prohibit public criticism of the Council, including criticism of any act, omission, policy, procedure, program, or service unless such is otherwise prohibited by law.

- 12.4 Public Hearings. After being recognized by the presiding officer, interested persons, or their authorized representatives, may address the Council with respect to the subject matter of a public hearing being conducted. The presiding officer may establish procedures at a public hearing to limit the amount of time (which, unless modified by the presiding officer, shall be as set forth in Section 12.2 above) interested persons may speak, subject to the Councilmembers’ right to appeal the presiding officer’s ruling pursuant to Section 9.6. Subject to modification by the presiding officer, and subject to the Councilmembers’ right of appeal pursuant to Section 9.6, the normal order of a public hearing is as follows: (i) the opening of the hearing and the establishment, if any, of a modified public hearing procedure by the presiding officer; (ii) address to the Council by any interested person(s); (iii) discussion by the Mayor and Councilmembers, including requests for information from

City staff or any person(s) who addressed the Council; and (iv) action by the Council, if any is posted on the agenda relating to the hearing.

12.5 Written Communications. Interested persons, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's business or over which the Council has control at any time by direct mail or by addressing the City Secretary, who shall, on the request of the writer, distribute copies to the Councilmembers. Written statements will not be read or made part of the official meeting record.

12.6 Hearing of Residents. There shall be included on the agenda of each City Council meeting, prior to any items listed on the agenda for action to be taken, an item labeled "Hearing of Residents". After being recognized by the presiding officer, members of the public (giving precedence to residents of the City) may address the Council on items on or not on the agenda at that time, providing they have completed the "Hearing of Residents" form, unless authorized by the presiding officer. The form shall be made available to persons wishing to address the Council prior to the calling of the meeting to order and such completed form shall be made available to the presiding officer prior to the calling of the meeting to order. The persons signed up for "Hearing of Residents" must speak during the "Hearing of Residents" portion of the meeting. Councilmember and members of City staff may not discuss **unpasted** items nor take any action thereon **other** than to (1) make a statement of factual information, (2) make a statement of existing City policy, or (3) discuss placing the item on a future agenda. Persons speaking shall be subject to the time limits set forth in Section 12.2, unless otherwise authorized by the presiding officer.

ARTICLE 13.

COUNCIL AND STAFF RELATIONS

13.1 City Manager to Provide Information. The City Manager is directly responsible for providing information to all the Councilmembers concerning any inquiries by a specific Councilmember. If the City Manager or his staff's time is being dominated or misdirected by a Councilmember, it is his responsibility to inform the Mayor or the Council as a whole.

13.2 City Manager's Responses to Requests. The City Manager is expected to respond in a timely manner to the Council and Councilmember's requests. When information is requested, the City Manager will estimate a reasonable time frame for collecting the requested information.

- (a) If the City Manager disagrees with the request, he should say so and explain his position.
- (b) If the City Manager disagrees with individual directives, he should initiate clarification of the Council's will with regard to the individual Councilmember's request.
- (c) The City Manager may delegate responsibility for the response as necessary and appropriate, but the City Manager will be responsible for its receipt by the Council in a timely manner.

- (d) The City Manager should maintain a checklist and timetable for requests and other directives of the Council.
- (e) All Councilmembers will be provided the same written information when any matter under consideration may be of general concern to the Council. There will be no preferential dissemination of information by the City Manager or his staff.

13.3 Directions to City Manager. During meetings of the Council, unless a vote is taken, a consensus of the Councilmembers present will be required to direct the City Manager to take any action.

13.4 City Manager's Duty to Inform. The City Manager is responsible for keeping the Council informed. The Council should be provided weekly reports outlining progress on outstanding issues as well as information on new issues and opportunities. Additionally, the Council should be informed of City news prior to release of such information to the community, newspaper(s), or other governmental entities, etc.

13.5 Customer Concerns. It is the responsibility of the City Manager to establish procedures for handling customer concerns in all departments with prompt feedback to citizens and Councilmembers.

13.6 City Manager/Council Relations. The City Manager should strive to maintain positive relations with the Council by following these guidelines:

- (a) Work to establish mutual trust with the Council.
- (b) Maintain open lines of communication with the Council and keep Council informed.
- (c) Inform all Councilmembers of educational opportunities, recognizing that an educated Council is in the City's best interest.
- (d) Include the Council in City-sponsored employee social events.
- (e) Conduct orientation sessions for new Councilmembers, including a tour of City buildings and introductions to staff.

* * *

Amended: November 14, 2023

CITY COUNCIL MEMORANDUM

City Council Meeting: June 17, 2025
Department: Planning & Community Development
Subject: Petition for Removal of Property from the City of Schertz ETJ - Update on approximately 6.46 Acre ETJ Release in Northern Schertz near FM 2252 within Comal County (B.James/L.Wood/E.Delgado)

BACKGROUND

On May 23, 2025, the City Secretary's office received a Notice of Petition for Removal of Property from the City of Schertz Extraterritorial Jurisdiction "ETJ" for approximately 9.967 acres located within Comal County, more specifically identified as Comal County Property Identification Number 81100. The entire tract is approximately 9.967 acres, however only 6.46 acres of the 9.967 acre tract are within the City of Schertz ETJ. The parcel is currently undeveloped and does not have a Development Agreement, or Delayed Annexation Development Agreement and was not subject to annexation at this time. The subject property is owned by Precision Strand & Rebar LLC.

Senate Bill 2038, which took effect on September 1, 2023 changed the Texas Local Government Code in relation to property owners ability to petition a City to be released from the Extraterritorial Jurisdiction or ETJ. Per Texas Local Government Code Chapter 42 Section 42.101 a property owner can request to be released from a municipalities ETJ, unless one of the following applies to the subject properties:

1. the property is within 5 miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted;
2. in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and(B) that has a population greater than 240,000
3. within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:(A) within 15 miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted; and(B) in a county with a population of more than two million;
4. in an area designated as an industrial district under Section 42.044; or
5. in an area subject to a strategic partnership agreement entered into under Section 43.0751

None of the above five criteria apply to the subject property. So, per Texas Local Government Code Chapter 42 Extraterritorial Jurisdiction of Municipalities, Section 42.102 Authority to File Petition for Release which states: The owner or owners of the majority in value of an area consisting of one or more parcels of land in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction the property owners of the subject properties were able to submit a petition for ETJ release.

The petition submitted to the City Secretary's office was such petition, filed by the owner of the property in question, and meeting all of the requirements outlined in the Local Government Code for ETJ release.

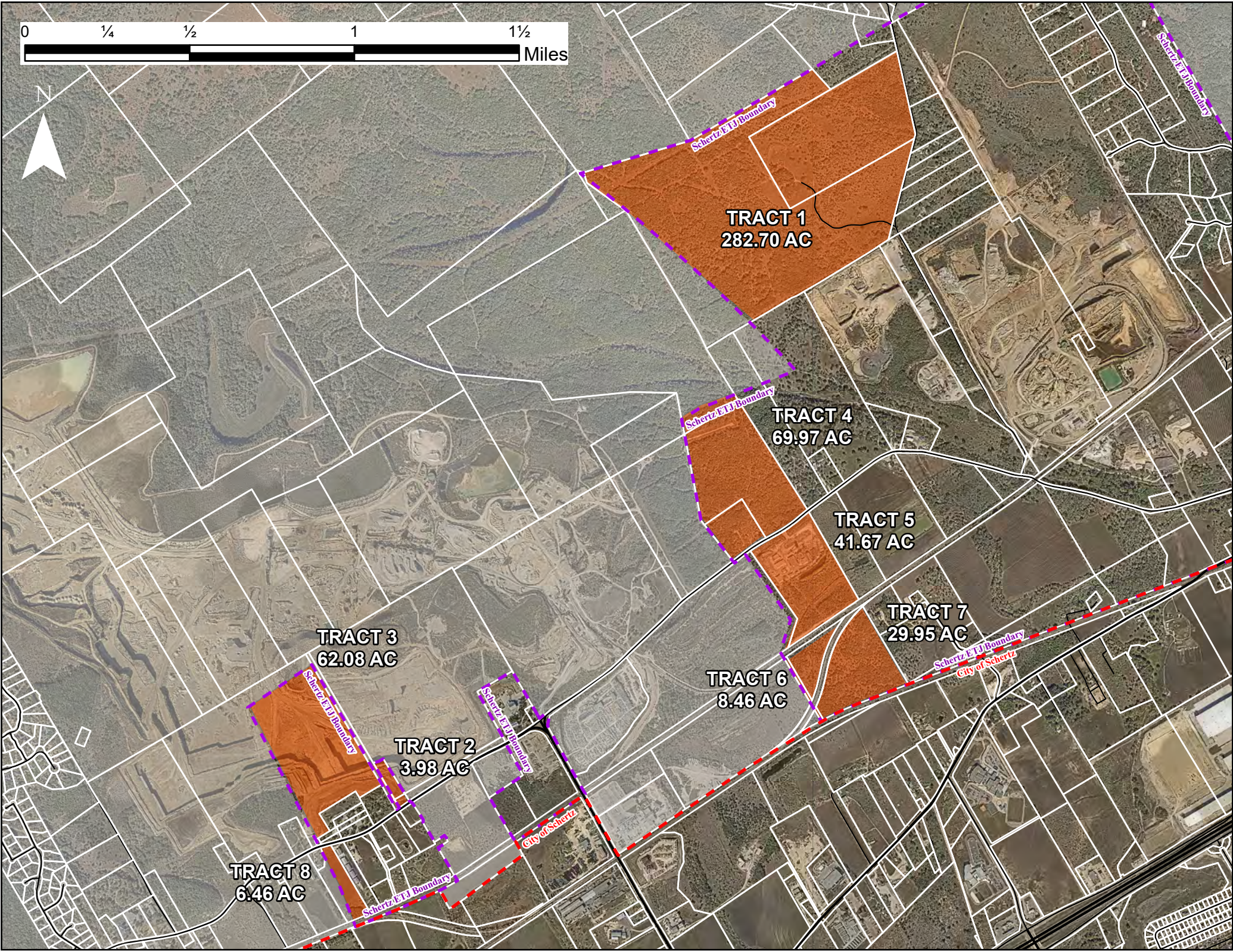
Based on state law, if a municipality fails to take action to release the area by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition, the area is released by operation of law.

Attached to this written update includes a map showing this tract, specifically identified as "Tract 8" that will be removed from the City of Schertz ETJ based on the submitted petition, along with the Notice of Petition from the property owners. The attached map includes other parcels that have also submitted a petition to be removed from the City of Schertz ETJ, which a written update on Tract 1 - 7 was included in the May 6, 2025 City Council agenda packet.

Attachments

ETJ Release Map Exhibit

Property Owner Notice of Petition for Release from the ETJ



TRACT 1
282.70 AC

TRACT 4
69.97 AC

TRACT 5
41.67 AC

TRACT 7
29.95 AC

TRACT 6
8.46 AC

TRACT 3
62.08 AC

TRACT 2
3.98 AC

TRACT 8
6.46 AC

Schertz E/TJ Boundary

Schertz E/TJ Boundary

Schertz E/TJ Boundary

Schertz E/TJ Boundary

Schertz E/TJ Boundary

Schertz E/TJ Boundary
City of Schertz

Schertz E/TJ Boundary

City of Schertz

9589 0710 5270 2896 1740 46

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Scherertz, TX 78154 OFFICIAL USE

Certified Mail Fee \$ 14.85
Extra Services & Fees (check box, add fee) \$ 0.00
☐ Return Receipt (hardcopy) \$ 0.00
☐ Return Receipt (electronic) \$ 0.00
☐ Certified Mail Restricted Delivery \$ 0.00
☐ Adult Signature Required \$ 0.00
☐ Adult Signature Restricted Delivery \$ 0.00

Postage \$ 2.04
Total Postage and Fees \$ 6.89

Sent To City of Schertz, TX
Street and Apt. No., or PO Box No. _____
City, State, ZIP+4® _____

0233
20

Postmark
Here

05/29/2025

Release from Extraterritorial Jurisdiction (ETJ) Petition

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

May 23, 2025
~~February~~

RE: Petition for City of Schertz, TX ETJ release for "A-671 SUR- 95 E WOODRUFF, ACRES 9.967"

To Whom It May Concern,

Please find this letter as an official petition for release from the City of Schertz, TX Extraterritorial Jurisdiction for the following property, per Senate Bill 2038 (Texas 88th legislative session, 2023):

Property Information

Legal Description: A-671 SUR- 95 E WOODRUFF, ACRES 9.967
Situation Address: 0 FM 2252 SAN ANTONIO, TX 78266
Number of properties within area to be released: 1
Total Acres: 9.967
County: Comal County, TX
Comal County Property ID: 81100
Comal County Geographic ID: 780671001001
Survey and Metes & Bounds: Please see "Exhibit A – Survey and Metes & Bounds"
Map of Property: Please see "Exhibit B – Map of Property"

Ownership Information

Owner: Precision Strand & Rebar, LLC, a Texas limited liability company
Ownership Articles of Organization: Please see "Exhibit C – Company Documents"
Owner Representative: Lorenzo Garcia
Owner Representative Title: President and Manager/Member – Precision Strand and Rebar, LLC
Address: 6615 Topper Parkway, San Antonio, TX 78233
Phone: 210-990-0206
Email: lorenzo@precisionstrand.com

Sincerely,

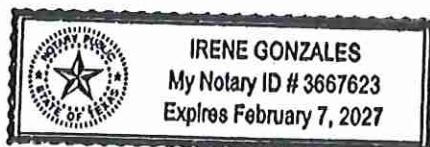


Lorenzo Garcia
President and Member/Manager, Precision Strand and Rebar, LLC
lorenzo@precisionstrand.com

The State of Texas
County of Bexar

This instrument was acknowledged before me on 5.13.2025 by Lorenzo Garcia a managing member of Precision Strand and Rebar, LLC, a Texas limited liability company.

[Seal]




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Exhibit A

Survey and Metes & Bounds

F.M. HIGHWAY 2252
(VARIABLE MOOTH R.O.W.)

14' ELECTRIC, GAS AND OTHER
PUBLIC UTILITY EASEMENT
(VOL. 13, PG. 353, MPRCOT)

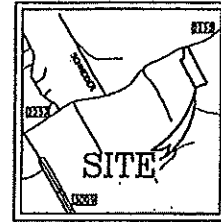
BOUNDARY SURVEY

BEING 9.971 ACRES OF LAND SITUATED IN THE EDWIN
WOODRUFF SURVEY NO. 95, ABSTRACT NO. 671, IN COMAL
COUNTY, TEXAS, AND BEING THE REMAINING PORTION OF A
CALLED 17 ACRE TRACT OF LAND, AS CONVEYED TO
LEROY WILSON AND WIFE, DOROTHY WILSON, AND
RECORDED IN VOLUME 312, PAGE 241, OF THE OFFICIAL
PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

0.22 AC. TRACT DEDICATED
TO THE PUBLIC AS R.O.W.
(VOL. 13, PG. 353, MPRCOT)

25' BUILDING SETBACK LINE
(VOL. 13, PG. 353, MPRCOT)

LOT 1
WILSON'S ACRES, UNIT ONE
(VOL. 13, PG. 353, MPRCOT)



LOCATION MAP
N.T.S.



LEGEND:

- = (PS) SET 1/2" HIGH PIN W/
PLASTIC CAP STAMPED "DAM
5348 PROP. COR." UNLESS
OTHERWISE NOTED
- = (IPF) FOUND 1/2" HIGH PIN
UNLESS OTHERWISE NOTED
- R.O.W. = RIGHT-OF-WAY
- MPRCOT = MAP AND PLAT RECORDS
OF COMAL COUNTY, TEXAS
- OPRCOT = OFFICIAL PUBLIC RECORDS
OF COMAL COUNTY, TEXAS
- = WIRE FENCE

NOTES:

- BEARINGS BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM,
TEXAS SOUTH CENTRAL ZONE (4204),
NORTH AMERICAN DATUM 1983.

IPF 1/2"
P.O.B.
IPFC KOLODZIE
N74°57'16"E
129.57'
(129.57')
C1
N19°46'16"W
166.15'
IPF 1/2"
CALLED 1.389 ACRES
B'S KNEES REALTY INC.
(DOC. NO. 201904030292, OPRCOT)
N03°48'16"E
121.81'
(121.93')
MAG NAIL
N58°53'26"E
127.68'
(127.93')
IPF 1/2"

9.971
ACRES
REMAINING PORTION OF
CALLED 17 ACRES
LEROY AND DOROTHY WILSON
(VOL. 312, PG. 241, OPRCOT)

CALLED 1.389 ACRES
B'S KNEES REALTY INC.
(DOC. NO. 201904030292, OPRCOT)

N30°35'54"W
949.93'

12' BUILDING SETBACK LINE
11' ELECTRIC, GAS AND OTHER
PUBLIC UTILITY EASEMENT
(VOL. 13, PG. 353, MPRCOT)

S67°39'46"W
392.83'

UNION PACIFIC RAILROAD
(100' WIDE R.O.W.)

TITLE COMMITMENT

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED: HOME LISTED
OF NO. 807-70-430001200812
EFFECTIVE DATE: MARCH 31, 2022

REFERENCES:

- RESTRICTIVE COVENANTS: NO RESTRICTIVE
COVENANTS LISTED.
- 10.(g) A PORTION OF A 0.22 ACRE TRACT ALONG
FM 2252 DEDICATED TO THE PUBLIC, VOL. 13, PG.
353-354, MPRCOT. (AFFECTS, AS SHOWN HEREON)
- 10.(h) R.O.W. DEED OF RECORD, VOL. 94, PG. 317,
OPRCOT. (DOES NOT AFFECT)
- 10.(i) EASEMENTS AS RESERVED THEREIN, GRANTED
TO GREEN VALLEY WATER SUPPLY CORP., VOL. 842,
PG. 848, OPRCOT. (AFFECTS, BLANKET & ACCESS)
- 10.(j) DEVELOPMENT AGREEMENT, DOC. NO.
201104021844, OPRCOT. (AFFECTS, BLANKET)

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD LENGTH	CHORD BEARING
C1	46.27'	982.14'	2°41'57"	23.14'	46.28'	N72°29'54"E

STATE OF TEXAS
COUNTY OF COMAL

THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN
THE STATE OF TEXAS, HEREBY STATES THAT THIS SURVEY WAS THIS
DAY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND
THAT VISIBLE AND APPARENT IMPROVEMENTS, UTILITIES, AND/OR
ROADWAYS ARE SHOWN HEREON, AND THAT EXCEPT AS SHOWN
HEREON, THIS PROPERTY HAS ACCESS TO AND FROM A PUBLIC
ROADWAY, THIS SURVEY IS IN COMPLIANCE WITH THE MINIMUM BOARD
STANDARDS AS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL
LAND SURVEYING.

THIS 7 DAY OF April 2022

Drew A. Mawyer
DREW A. MAWYER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5348



ADDRESS:
F.M. HIGHWAY 2252
SAN ANTONIO, TX 78268

DAMAWYER
LAND SURVEYING
6151 W. 94th
NEW BRAUNFELS, TX 78132
PH: 830.730.4448
DREW@DAMAWYER-SURV.COM
TOM 8041000
DATE: MARCH 2022 JOB: K16008



METES AND BOUNDS DESCRIPTION
FOR A
9,971 ACRE TRACT OF LAND

BEING a 9.971 acre tract of land situated in the Edwin Woodruff Survey No. 95, Abstract No. 671, in Comal County, Texas, being the remaining portion of a called 17 acre tract of land, as conveyed to Leroy Wilson and wife, Dorthlin Wilson, and recorded in Volume 312, Page 241, of the Official Public Records of Comal County, Texas, and said 9.971 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron pin with cap stamped "Kolodzie" found in the Southerly Right-of-Way (R.O.W.) line of F.M. Highway 2252 (F.M. 2252) (a variable width R.O.W.), being in the Easterly line of a called 1.389 acre tract of land, as conveyed to B's Knees Realty Inc., and recorded in Document No. 201906038292, of the Official Public Records of Comal County, Texas, being at the beginning of a curve to the right, and being the most Northerly Northwest corner of the remaining portion of said 17 acre tract of land and this herein described tract of land;

THENCE departing the Easterly line of said 1.389 acre tract of land, with the Southerly R.O.W. line of said F.M. 2252, the Northerly line of the remaining portion of said 17 acre tract of land, and with said curve to the right, having an arc length of 46.27 feet, a radius of 982.14 feet, a delta angle of 02° 41' 57", a tangent length of 23.14 feet, and a chord bearing and distance of N 72° 29' 54" E, 46.26 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set in the Southerly R.O.W. line of said F.M. 2252, and being a Northwesterly corner of the remaining portion of said 17 acre tract of land and this herein described tract of land;

THENCE continuing with the Southerly R.O.W. line of said F.M. 2252, and with the Northerly line of the remaining portion of said 17 acre tract of land, N 74° 57' 16" E, a distance of 129.57 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set in the Southerly R.O.W. line of said F.M. 2252, being the Northwest corner of Lot 1, Wilson's Acres, Unit One, as recorded in Volume 13, Page 353, of the Map and Plat Records of Comal County, Texas, and being the most Northerly corner of the remaining portion of said 17 acre tract of land and this herein described tract of land;

THENCE departing the Southerly R.O.W. line of said F.M. 2252, and with the common line between the remaining portion of said 17 acre tract of land and said Lot 1, S 30° 11' 07" E, a distance of 1,226.01 feet to a ½" iron pin with cap stamped "Kolodzie" found for the Southwest corner of said Lot 1, being in the Northerly R.O.W. line of the Union Pacific Railroad (a 100' wide R.O.W.), and being the most Southeasterly corner of the remaining portion of said 17 acre tract of land and this herein described tract of land;

THENCE with the Northerly R.O.W. line of said Union Pacific Railroad, and with the Southerly line of the remaining portion of said 17 acre tract of land, S 67° 39' 46" W, a distance of 392.83 feet to a ½" iron pin with cap stamped "Kolodzie" found in the Northerly R.O.W. line of said Union Pacific Railroad, being the Southeast corner of a tract of land owned by William Norvin Wetz, and recorded in Document No. 200306009818, of the Official Public Records of Comal County, Texas, and being the most Southerly corner of the remaining portion of said 17 acre tract of land and this herein described tract of land;

THENCE departing the Northerly R.O.W. line of said Union Pacific Railroad, and with the common line between said Wetz tract of land and the remaining portion of said 17 acre tract of land, N 30° 35' 54" W, a distance of 949.93 feet to a ½" iron pin found in the Easterly line of said Wetz tract of land, being the most Southerly corner of said 1.389 acre tract of land, and being the most Westerly Northwest corner of the remaining portion of said 17 acre tract of land and this herein described tract of land;

THENCE departing the Easterly line of said Wetz tract of land, and with the common line between the remaining portion of said 17 acre tract of land and said 1.389 acre tract of land, the following courses:

N 58° 53' 26" E, a distance of 127.68 feet to a mag nail found for a Northwesterly corner;

N 03° 48' 16" E, a distance of 121.81 feet to a ½" iron pin found for a Northwesterly corner;

THENCE continuing with the common line between the remaining portion of said 17 acre tract of land and said 1.389 acre tract of land, N 19° 46' 16" W, a distance of 166.15 feet to the POINT OF BEGINNING, and containing 9.971 acres of land.

Bearings based on the Texas State Plane Coordinate System, Texas South Central Zone (4204), North American Datum 1983.

Exhibit prepared this the 7th day of April, 2022.

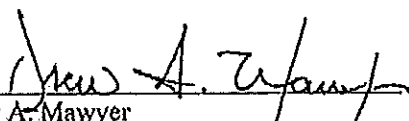

Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W. SH 46, NEW BRAUNFELS, TX 78132
KLA006- WILSON 10 AC- 9.971 AC M&B



Exhibit B

Map of Property

Exhibit C

Company Documents

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Rolando B. Pablos
Secretary of State

Office of the Secretary of State

June 01, 2018

Attn: Villa White LLP

Villa White LLP
1100 NW Loop 410 #700
San Antonio, TX 78213 USA

RE: Precision Strand and Rebar LLC
File Number: 803032431

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Rolando B. Pablos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Precision Strand and Rebar LLC
File Number: 803032431

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/01/2018

Effective: 06/01/2018



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803032431 06/01/2018
Document #: 816563420002
Image Generated Electronically
for Web Filing

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Precision Strand and Rebar LLC

Article 2 - Registered Agent and Registered Office

☒ A. The initial registered agent is an organization (cannot be company named above) by the name of:

Villa White LLP

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

1100 NW Loop 410 #802 San Antonio TX 78213

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Lorenzo Amando Garcia III**

Title: **Manager**

Address: **1115 Meadowstone Spring Branch TX, USA 78070**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

(The attached addendum, if any, is incorporated herein by reference.)

Organizer

The name and address of the organizer are set forth below.

Morris E. White III **1100 NW Loop 410 #802 San Antonio Texas 78213**

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Morris E White III

Signature of Organizer

FILING OFFICE COPY

**COMPANY AGREEMENT
OF
Precision Strand and Rebar LLC,
a Texas Limited Liability Company**

This Company Agreement of Precision Strand and Rebar LLC is executed as of June 5, 2018 (the "Effective Date") by the persons who sign and are identified as "Members" in this Agreement.

**ARTICLE I
DEFINITIONS**

1.01 Definitions. As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with reference to any person, any other person controlling, controlled by or under direct or indirect common control with such person.

"Agreement" means this Company Agreement, as amended from time to time.

"Assignee" means a person who receives a Transfer of all or a portion of the Membership Interest of a Member, but who has not been admitted to the Company as a Member.

"Bankrupt Member" means (except to the extent a Super Majority consents otherwise) any Member (a) that (i) makes an assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for the Member a reorganization, arrangement, composition, readjustment, liquidation, dissolution, termination, or similar relief under any law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in a Proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member's or of all or any substantial part of the Member's properties; or (b) against which a Proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced and one hundred twenty (120) days have expired without dismissal thereof or with respect to which, without the Member's consent or acquiescence, a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties has been appointed and ninety (90) days have expired without the appointment's having been vacated or stayed, or ninety (90) days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

"Business Day" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are closed.

"Capital Account" means a capital account maintained for a Member as provided by Treasury Regulation 1.704-1(b)(2)(iv) of the Regulations of the Internal Revenue Service.

"Capital Contribution" means the amount of money and the Net Value of property other than money contributed to the Company by a Member.

"Capital Commitment" of a Member represents the aggregate amount of capital that such Member has agreed to contribute to the Company.

"Certificate of Formation" means the initial, amended, and restated certificate of formation of the Company.

"Company" means Precision Strand and Rebar LLC, a Texas limited liability company.

"Default Interest Rate" means a rate per annum equal to the lesser of (a) ten percent (10%) plus the prime rate published in The Wall Street Journal on the day the rate is determined (or the most recent day on which The Wall Street Journal was published if the paper is not published on the day the rate is determined), or, (b) the maximum rate permitted by applicable law.

"Former Member" means any person who had executed this Agreement, as of the date of this Agreement as a Member, or hereafter admitted to the Company as a Member, as provided in the Agreement, but who is no longer a Member of the Company; however, this term does not include a person who ceases to be a Member as a result of bankruptcy, default or expulsion.

"Fundamental Business Transaction" has that meaning assigned to it by the definitions in the TBOC, as may be amended from time to time, and includes (a) a merger, (b) an interest exchange, (c) a conversion, or (d) a sale of all or substantially all of an entity's assets (with or without good will), other than in the usual and regular course of the Company's business.

"General Interest Rate" means a rate per annum equal to the lesser of (a) the prime rate published in The Wall Street Journal on the day the rate is determined (or the most recent day on which The Wall Street Journal was published if the paper is not published on the day the rate is determined), or, (b) the maximum rate permitted by applicable law.

"Internal Revenue Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"Manager" means any person named in the Certificate of Formation as an initial Manager of the Company and any person hereafter elected as a Manager of the Company as provided in this Agreement, but does not include any person who has ceased to be a

Manager of the Company.

"Member" means any person executing this Agreement as of the date of this Agreement as a Member or hereafter admitted to the Company as a Member as provided in this Agreement, but does not include any person who has ceased to be a Member of the Company.

"Membership Interest" means the interest of a Member in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to consent or approve.

"Net Value" means, in connection with a Capital Contribution of property, the value of the asset less any indebtedness to which the asset is subject when contributed.

"Percentage Interest" means the ratio in which the Members shall share profits and losses, as provided in this Agreement. The sum of the Members' Interests shall be one hundred percent (100%).

"Person" means an individual or a corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, public corporation, any other legal or commercial entity, a particular series of a for-profit entity, or a series of a domestic limited liability company or foreign entity.

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratve or investigative.

"Simple Majority" means one or more Members having among them more than fifty percent (50%) of the Percentage Interests of all Members.

"Super Majority" means one or more Members having among them more than sixty-six and sixty-seven hundredths percent (66.67%) of the Percentage Interests of all Members.

"TBOC" means the Texas Business Organizations Code, including any successor statute, as amended from time to time.

"Transfer" means any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other form of transfer of a Membership Interest or any portion of a Membership Interest, whether voluntary or involuntary, whether attempted or completed, and whether during the transferor's lifetime or upon or after the transferor's death, including by operation of law, court order, judicial process, foreclosure, levy or attachment.

Other terms defined herein have the meaning so given them.

ARTICLE II ORGANIZATION

2.01 **Formation.** The Company has been organized as a Texas limited liability company by filing a Certificate of Formation with the Secretary of State of Texas, which may be amended or restated from time to time.

2.02 **Name.** The name of the Company is "Precision Strand and Rebar LLC" and all Company business must be conducted in that name or such other names that comply with applicable law as the Managers may select from time to time.

2.03 **Registered Office and Registered Agent.** The registered office of the Company required by the TBOC to be maintained in the State of Texas shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Managers may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Texas shall be the initial registered agent named in the Certificate of Formation or such other person or persons as the Managers may designate from time to time in the manner provided by law.

2.04 **Principal Office and Other Offices.** The principal office of the Company in the United States shall be at such place as the Managers may designate from time to time, which need not be in the State of Texas. The Company may have such other offices as the Managers may designate from time to time.

2.05 **Purposes.** The primary purposes of the Company shall be any lawful purpose which may be undertaken by the company in accordance with the applicable provisions of the Texas Business Organizations Code.

2.06 **Powers.** The Company shall have all powers necessary, suitable or convenient for the accomplishment of the purposes of the Company, including without limitation (a) to make and perform all contracts; (b) to borrow or lend money and secure payment thereof; (c) to engage in all activities and transactions; and (d) to have all powers available to a limited liability company under (i) the TBOC, (ii) any other laws in the State of Texas, and (iii) the laws of any other jurisdiction where the Company conducts business.

2.07 **Foreign Qualification.** Prior to the Company's conducting business in any jurisdiction other than Texas, the Managers shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Managers, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Managers, each Member shall immediately execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

2.08 **Term.** The Company will commence as provided in the Certificate of Formation

for the Company filed with the Secretary of the State of Texas, and will continue until the Company terminates under the terms of this Agreement.

2.09 Mergers and Exchanges. The Company may be a party to a merger, an exchange, or acquisition under the TBOC, subject to the requirements of this Agreement.

2.10 No State-Law Partnership. The Members intend that the Company not be a partnership, a limited partnership, or a joint venture, and that no Member or Manager be a partner or joint venturer of any other Member or Manager, for any purposes other than federal and state tax purposes, and this Agreement may not be construed to suggest otherwise.

ARTICLE III MEMBERSHIP

3.01 Initial Members, Capital Commitments, and Percentage Interests. The persons listed on Exhibit A are hereby admitted to the Company as a Member, effective contemporaneously with the Effective Date of formation of the Company. Set forth opposite the name of each Member listed on Exhibit A is such Member's Capital Commitment and its Percentage Interest. Exhibit A may be amended from time to time to reflect changes in or additions to the membership of the Company. Any such amended Exhibit A shall (a) supersede all prior Exhibit A's, (b) become part of this Agreement, and (c) be kept on file at the principal office of the Company. Each Member represents that the Member is acquiring an interest in the Company for the account of such Member and not with a view to distribution thereof within the meaning of the Securities Act of 1933, as amended, or any state securities laws. The Member will not transfer such interest in contravention of that act or any applicable state or federal securities laws.

3.02 Additional Members. Additional persons may be admitted to the Company as Additional Members on such terms and conditions as shall be determined by a Super Majority of the Members. The terms of admission or issuance must specify the Percentage Interests and the Capital Commitments applicable thereto. The terms of admission or issuance may also provide for the creation of different classes or groups of Members having different rights, powers, and duties. The Managers shall reflect the creation of any new class or group in an amendment to this Agreement indicating the different rights, powers, and duties, and such an amendment need be executed only by the Managers.

3.03 Member Rights Specified in Agreement. Except as otherwise specifically provided in this Agreement, no Member shall have the right (a) to sell, transfer or assign its interest in the Company; (b) to require partition of the property of the Company; (c) to compel the sale of Company assets; or (d) to cause the winding up of the Company.

3.04 No Authority. Except as otherwise specifically provided in this Agreement, no Member (other than a Manager or an officer) has the authority or power to (a) transact business in the name of or on behalf of the Company, (b) bind or obligate the Company, or (c) incur any expenditures on behalf of the Company.

3.05 **Liability to Third Parties.** No Member or Manager shall be liable for the debts, obligations or liabilities of the Company, including under a judgment decree or order of a court.

3.06 **Withdrawal.** A Member may withdraw from the Company with sixty (60) days notice to the Managers of the Company, subject to winding up or termination as provided in Article XVI of this Agreement.

ARTICLE IV CAPITAL CONTRIBUTIONS

4.01 **Initial Contributions.** Contemporaneously with the execution of this Agreement, each Member shall make the initial Capital Contribution described for that Member in Exhibit A.

4.02 **No Further Contributions.** No Member shall be required to make any Capital Contributions other than those specifically described by this Agreement, unless agreed to in writing by the contributing Member or required by the TBOC.

4.03 **Return of Contributions.** No Member is entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member.

4.04 **Loans by Members.** If the Company does not have sufficient cash to pay its obligations, any Member that may agree to do so with the Managers' consent may advance all or part of the needed funds to or on behalf of the Company. An advance described in this paragraph constitutes a loan from the Member to the Company, bears interest at the General Interest Rate from the date of the advance until the date of payment, and is not a Capital Contribution.

4.05 **Capital Accounts.** A Capital Account shall be established and maintained for each Member. The Capital Account of each Member:

(a) shall consist of (i) the amount of money contributed by that Member to the Company, and (ii) the fair market value of property contributed by that Member to the Company (net of liabilities secured by the contributed property that the Company is considered to assume or take subject to under Section 752 of the Internal Revenue Code);

(b) shall be increased by allocations to that Member of Company income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treasury Regulation § 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treasury Regulation § 1.704-1(b)(4)(i); and

(c) shall be decreased by (i) the amount of money distributed to that Member by the Company, (ii) the fair market value of property distributed to that Member by the Company (net of liabilities secured by the distributed property that the Member is

considered to assume or take subject to under section 752 of the Internal Revenue Code), (iii) allocations to that Member of expenditures of the Company described in Section 705(a)(2)(B) of the Internal Revenue Code, and (iv) allocations of Company loss and deduction (or items thereof), including loss and deduction described in Treasury Regulation § 1.704-1(b)(2)(iv)(g), but excluding items described in clause (c)(iii) above and loss or deduction described in Treasury Regulation § 1.704-1(b)(4)(i) or § 1.704-1(b)(4)(iii).

The Capital Account of each Member also shall be maintained and adjusted as permitted by the provisions of Treasury Regulation § 1.704-1(b)(2)(iv)(f) and as required by the other provisions of Treasury Regulation § 1.704-1(b)(2)(iv) and 1.704-1(b)(4), including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for tax purposes, as required by Treasury Regulation § 1.704-1(b)(2)(iv)(g). A Member that has more than one Membership Interest shall have a single Capital Account that reflects all its Membership Interests, regardless of the class of Membership Interests owned by that Member and regardless of the time or manner in which those Membership Interests were acquired. On the transfer of all or part of a Membership Interest, the Capital Account of the transferor that is attributable to the transferred Membership Interest or part thereof shall carry over to the transferee Member in accordance with the provisions of Treasury Regulation § 1.704-1(b)(2)(iv)(l).

ARTICLE V ALLOCATIONS AND DISTRIBUTIONS

5.01 Allocations.

(a) Except as may be required by Section 704(c) of the Internal Revenue Code and Treasury Regulation § 1.704-1(b)(2)(iv)(f)(4), all items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members in accordance with their Percentage Interests.

(b) All items of income, gain, loss, deduction, and credit allocable to any Membership Interest that may have been transferred shall be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that Membership Interest, without regard to the results of Company operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method permissible under Section 706 of the Internal Revenue Code and the regulations thereunder.

(c) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in § 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations, items of the Company's income and gain shall be specially allocated as a qualified income offset to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital

Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this paragraph 5.01(c) shall be made only if and to the extent that such Member has an Adjusted Capital Account Deficit after all other allocations provided for in this Article have been tentatively made as if this paragraph 5.01(c) were not in this Agreement.

(d) For the purpose of determining the Members entitled to receive allocations as provided for in this Agreement, the Managers may fix in advance a record date for any such determination of Members, such date in any case to be set not more than (60) days and not less than (10) days, prior to the date on which the action authorizing the allocation is taken, except that the date may not be earlier than the 60th day before the date on which the action authorizing the allocation is originally to be taken. If no record date is fixed, then the date on which the Managers take action to authorize such an allocation pursuant to this Agreement and the Internal Revenue Code, shall be the record date for such determination of Members.

5.02 Distributions.

(a) From time to time (but at least once each calendar quarter) the Managers shall determine in their reasonable judgment to what extent (if any) the Company's cash on hand exceeds its current and anticipated needs, including, without limitation, for operating expenses, debt service, acquisitions, and a reasonable contingency reserve. If such an excess exists, the Managers shall cause the Company to distribute to the Members, in accordance with their Percentage Interests, an amount in cash equal to that excess.

(b) From time to time the Managers also may cause property of the Company other than cash to be distributed to the Members, which distribution must be made in accordance with their Percentage Interests and may be made subject to existing liabilities and obligations. Immediately prior to such a distribution, the Capital Accounts of the Members shall be adjusted as provided in Treasury Regulation § 1.704-1(b)(2)(iv)(f).

(c) For the purpose of determining the Members entitled to receive a distribution as provided for in this Agreement, the Managers may fix in advance a record date for any such determination of Members, such date in any case to be set not more than (60) days and not less than (10) days prior to the date on which the action authorizing the distribution is taken, except that the date may not be earlier than the 60th day before the date on which the action authorizing the distribution is originally to be taken. If no record date is fixed, then the date on which the Managers take action to authorize such a distribution pursuant to this Agreement and the Internal Revenue Code, shall be the record date for such determination of Members.

ARTICLE VI MANAGEMENT

6.01 Management by Managers. Except for situations in which the approval of the

Members is required by this Agreement or by nonwaivable provisions of applicable law, and subject to the provisions of paragraph 6.02 of this Agreement, the Managers shall have the sole and exclusive control of the management, business and affairs of the Company, and the Managers shall make all decisions and take all actions for the Company not otherwise provided for in this Agreement, including, without limitation, the following:

(a) entering into, making, and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and making all decisions and waivers thereunder;

(b) opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;

(c) maintaining the assets of the Company in good order;

(d) collecting sums due the Company;

(e) to the extent that funds of the Company are available therefor, paying debts and obligations of the Company;

(f) acquiring, utilizing for Company purposes, and disposing of any asset of the Company;

(g) borrowing money or otherwise committing the credit of the Company for Company activities and voluntary prepayments or extensions of debt;

(h) selecting, removing, and changing the authority and responsibility of lawyers, accountants, and other advisers and consultants;

(i) obtaining insurance for the Company;

(j) determining distributions of Company cash and other property as provided in paragraph 5.02 of this Agreement;

(k) establishing a seal for the Company; and

(l) designating one or more committees, each of which shall be comprised of one or more Managers, to exercise any authority of the Managers in the management, business and affairs of the Company.

6.02 Restrictions. Notwithstanding the provisions of paragraph 6.01 of this Agreement, the Managers may not cause the Company to do any of the following without complying with the applicable requirements set forth below:

(a) enter into a Fundamental Business Transaction, without complying with the applicable procedures set forth in the TBOC regarding approval by the Members (unless such provision is rendered inapplicable by another provision of applicable law);

(b) do any act in violation of this Agreement;

(c) admit a Member, except as expressly permitted by this Agreement;

(d) do any act which requires the prior approval of the Members;

(e) possess Company property or assign rights in Company property, other than for a Company purpose; or

(f) amend this Agreement, except as expressly permitted by this Agreement.

6.03 Conflicts of Interest. Subject to the other express provisions of this Agreement, each Manager, Member and officer of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company or any other Member, Manager or officer the right to participate therein.

6.04 Contracts or Transactions with Interested Directors or Officers. This provision applies only to a contract or transaction between the Company and one or more of its Managers, Members or officers, or between the Company and an entity or other organization in which one or more of the Company's Managers, Members or officers is a managerial official or has a financial interest.

An otherwise valid contract or transaction is valid notwithstanding that a Manager, Member or officer of the company is present at or participates in the meeting of the Managers, Members or officers, or of a committee of the Managers, Members or officers that authorizes the contract or transaction, or votes or signs, in the person's capacity as a Manager, Member or officer, a written consent of Managers, Members or officers to authorize the contract or transaction, if: (1) the material facts as to the relationship or interest and as to the contract or transaction are disclosed to or known by (a) the Managers, Members or officers or a committee of the Managers, Members or officers and the Managers, Members or officers or committee in good faith authorize the contract or transaction by the affirmative vote of the majority of the disinterested Managers, Members or officers or committee members, regardless of whether the disinterested Managers, Members or officers or committee members constitute a quorum; or (b) the Members of the Company, and the Members in good faith approve the contract or transaction by vote of the Members; or (2) the contract or transaction is fair to the Company when the contract or transaction is authorized, approved, or ratified by the Managers, Members or officers, a committee of the Managers, Members or officers, or the Members of the Company.

6.05 Number and Term of Office. The number of Managers of the Company shall be

determined from time to time by resolution of the Managers, and shall consist of at least one (1); provided, however, that no decrease in the number of Managers that would have the effect of shortening the term of an incumbent Manager may be made by the Managers. If the Managers make no such determination, the number of Managers shall be the number set forth in the Certificate of Formation as the number of Managers constituting the initial Managers. Each Manager shall hold office for the term for which he is elected and thereafter until his successor shall have been elected and qualified, or until his earlier death, resignation or removal. Unless otherwise provided in the Certificate of Formation, Managers need not be Members or residents of the State of Texas.

6.06 Vacancies; Removal; Resignation. Any Manager position to be filled by reason of an increase in the number of Managers or other reason may be filled by election at an annual or special meeting of Members called for that purpose. A Manager elected to fill a vacancy occurring other than by reason of an increase in the number of Managers shall be elected for the unexpired term of his predecessor in office. At any meeting of Members at which a quorum of Members is present called expressly for that purpose, or pursuant to a written consent adopted pursuant to this Agreement, any Manager may be removed, with or without cause, by a Super Majority. Any Manager may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the remaining Managers. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

6.07 Compensation. For their services in the management of the Company and its operations, the Managers may receive such compensation, if any, as may be designated from time to time by a Super Majority of the Members.

6.08 Reimbursement. The Managers are not required to advance any funds to pay costs and expenses of the Company. However, in the event the Managers advance such funds, the Managers shall be entitled to be reimbursed for out-of-pocket costs and expenses incurred in the course of their service hereunder, including the portion of their overhead reasonably allocable to Company activities.

6.09 Meetings.

(a) Unless otherwise required by law or provided in the Certificate of Formation or this Agreement, a majority of the total number of Managers fixed by, or in the manner provided in, the Certificate of Formation or this Agreement shall constitute a quorum for the transaction of business of the Managers, and the act of a majority of the Managers present at a meeting at which a quorum is present shall be the act of the Managers. A Manager who is present at a meeting of the Managers at which action on any Company matter is taken shall be presumed to have assented to the action unless his dissent or abstention shall be entered in the minutes of the meeting or unless he shall file his written dissent or abstention with respect to such action with the person acting as secretary of the meeting before the adjournment thereof or shall deliver such dissent or abstention to the Company within a reasonable time after the adjournment of the meeting. Such right to dissent or abstention shall not apply to a Manager who voted in favor of such action.

(b) Meetings of the Managers may be held at such place or places as shall be determined from time to time by resolution of the Managers. At all meetings of the Managers, business shall be transacted in such order as shall from time to time be determined by resolution of the Managers. Attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) In connection with any annual meeting of Members at which Managers were elected, the Managers may, if a quorum is present, hold their first meeting for the transaction of business immediately after and at the same place as such annual meeting of the Members. Notice of such meeting at such time and place shall not be required.

(d) Regular meetings of the Managers shall be held at such times and places as shall be designated from time to time by resolution of the Managers. Notice of such regular meetings shall not be required.

(e) Special meetings of the Managers may be called by any Manager on at least 24 hours notice to each other Manager. Such notice need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law or provided for by the Certificate of Formation or this Agreement. Notice of special meetings may be given by facsimile or electronic message (e-mail).

6.10 Approval or Ratification of Acts or Contracts by Members. The Managers in their discretion may submit any act or contract for approval or ratification at any annual meeting of the Members, or at any special meeting of the Members called for the purpose of considering any such act or contract. Any act or contract that shall be approved or be ratified by a majority of the Managers shall be as valid and as binding upon the Company and upon all the Members as if it shall have been approved or ratified by every Member of the Company.

6.11 Action Without Meeting. Any action permitted or required by the TBOC, the Certificate of Formation or this Agreement to be taken at a meeting of the Managers or any committee designated by the Managers may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by all the Managers or members of such committee, as the case may be. Every written consent shall bear the date of signature of each Manager who signs the consent, and the consent may be in one or more counterparts. A telegram, telex, cablegram or similar transmission by a Manager, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Manager, shall be regarded as signed by the Manager for purposes of this paragraph. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Texas, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Managers or any such committee, as the case may be. The signed consent or a signed copy of the consent shall be kept on file at the principal office of the Company.

6.12 Action by Telephone Conference or Other Remote Communications Technology. Subject to the requirements of the TBOC, the Certificate of Formation or this Agreement for notice of meetings, unless otherwise restricted by the Certificate of Formation, Managers, or members of any committee designated by the Managers, may participate in and hold a meeting of the Managers or any committee of Managers, as the case may be, by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Or, another suitable electronic communications system may be used including video-conferencing technology or the Internet, but only if each Manager entitled to participate in the meeting consents to the meeting being held by means of that system and the system provides access to the meeting in a manner or using a method by which each Manager participating in the meeting can communicate concurrently with each other participant. Participation in such meeting shall constitute attendance and presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

6.13 Broad Discretion and Authority of Managers. Each Member acknowledges and understands that the Managers are granted broad discretion and authority under this Agreement and that the Managers' exercise of such broad discretion and authority may impair the value of the Membership Interest of the Member. Such Member further acknowledges and understands that the Managers would not cause the Company to issue a Membership Interest to the Member if the Managers did not have such broad discretion and authority, and such Member agrees not to challenge the Manager's exercise of such discretion and authority.

ARTICLE VII CONFIDENTIAL INFORMATION

7.01 Confidential Information. The Members agree that the Managers from time to time may determine, due to contractual obligations, business concerns, or other considerations, that certain information regarding the business, affairs, properties, and financial condition of the Company should be kept confidential and not provided to some or all other Members, and that it is not just or reasonable for those Members or assignees or representatives thereof to examine or copy that information. The Members acknowledge that, from time to time, they may receive information from or regarding the Company in the nature of trade secrets or that otherwise is confidential, the release of which may be damaging to the Company or persons with which it does business. Each Member shall hold in strict confidence any information it receives regarding the Company that is identified as being confidential (and if that information is provided in writing, that is so marked) and may not disclose it to any person other than another Member or a Manager, except for disclosures (i) compelled by law (but the Member must notify the Managers promptly of any request for that information, before disclosing it, if practicable), (ii) to advisers or representatives of the Member or persons to which that Member's Membership Interest may be transferred as permitted by this Agreement, but only if the recipients have agreed to be bound by the provisions of this paragraph, or (iii) of information that Member also has received from a source independent of the Company that the Member reasonably believes obtained that information without breach of any obligation of confidentiality.

7.02 Specific Performance. The Members acknowledge that breach of the provisions

of paragraph 7.01 of this Agreement may cause irreparable injury to the Company for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Members agree that the provisions of paragraph 7.01 of this Agreement may be enforced by specific performance.

ARTICLE VIII MEETING OF MEMBERS

8.01 Meetings.

(a) A quorum shall be present at a meeting of Members if the holders of a Super Majority are represented at the meeting in person or by proxy. With respect to any matter (including a Fundamental Business Transaction), other than a matter for which the affirmative vote of the holders of a specified portion of the Percentage Interests of all Members entitled to vote is required by the TBOC or this Agreement, the affirmative vote of a Super Majority at a meeting of Members at which a quorum is present shall be the act of the Members, except as provided by another specific provision in this Agreement.

(b) All meetings of the Members shall be held at the principal place of business of the Company or at such other place within or outside the State of Texas as shall be specified or fixed in the notices or waivers of notice thereof; provided that any or all Members may participate in any such meetings by means of conference telephone or similar communications equipment pursuant to paragraph 8.06 of this Agreement.

(c) Notwithstanding the other provisions of the Certificate of Formation or this Agreement, the chairman of the meeting or the holders of a Super Majority shall have the power to adjourn such meeting from time to time, without any notice other than announcement at the meeting of the time and place of the holding of the adjourned meeting. If such meeting is adjourned by the Members, such time and place shall be determined by a vote of the holders of a Super Majority. Upon the resumption of such adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally called.

(d) An annual meeting of the Members, for the election of the Managers and for the transaction of such other business as may properly come before the meeting, shall be held at such place, within or outside the State of Texas, on such date and at such time as the Managers shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13) months subsequent to the date of organization of the Company or the last annual meeting of Members, whichever most recently occurred.

(e) Special meetings of the Members for any proper purpose or purposes may be called at any time by the Managers or the holders of at least ten percent of the Percentage Interests of all Members. If not otherwise stated in or fixed in accordance with the remaining provisions hereof, the record date for determining Members entitled to call a special meeting is the date any Member first signs the notice of that meeting, except that

the date may not be earlier than the 60th day before the date the special meeting of Members is originally to be called. Only business within the purpose or purposes described in the notice (or waiver thereof) required by this Agreement may be conducted at a special meeting of the Members.

(f) Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, any such notice shall be deemed to be given when deposited in the United States mail, addressed to the Member at his address on the voting list provided for in paragraph 8.02 of this Agreement, with postage thereon prepaid.

(g) The date on which notice of a meeting of Members is mailed or the date on which the resolution of the Managers declaring a distribution is adopted, as the case may be, shall be the record date for the determination of the Members entitled to notice of or to vote at such meeting, including any adjournment thereof, or the Members entitled to receive such distribution, except that the date may not be earlier than the 60th day before the date the meeting is originally to be held or the 60th day before the date the resolution of the Managers declaring a distribution is originally to be adopted.

(h) Notice of meetings may be given to Members by facsimile or electronic message (e-mail).

8.02 Voting List. The Managers shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the Percentage Interests held by each. For a period of ten (10) days prior to such meeting, such list shall be kept on file at the registered office or principal place of business of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The original membership records shall be prima-facie evidence as to who are the Members entitled to examine such list or transfer records or to vote at any meeting of Members. Failure to comply with the requirements of this paragraph shall not affect the validity of any action taken at the meeting.

8.03 Proxies. A Member may vote either in person or by proxy executed in writing by the Member. A telegram, telex, cablegram or similar transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall be treated as an execution in writing for purposes of this paragraph. Proxies for use at any meeting of Members or in connection with the taking of any action by written consent shall be filed with the Managers, before or at the time of the meeting or execution of the written consent, as the case may be. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the Managers, who shall decide all questions touching upon the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless

an inspector or inspectors shall have been appointed by the chairman of the meeting, in which event such inspector or inspectors shall decide all such questions. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. Should a proxy designate two or more persons to act as proxies, unless that instrument shall provide to the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the Percentage Interests that are the subject of such proxy are to be voted with respect to such issue.

8.04 Conduct of Meetings. All meetings of the Members shall be presided over by the chairman of the meeting, who shall be a Manager (or representative thereof) designated by a majority of the Managers. The chairman of any meeting of Members shall determine the order of business and the procedure at the meeting, including the regulation of the manner of voting and the conduct of discussion.

8.05 Action by Unanimous Written Consent Without Meeting.

(a) Any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice, and without a vote, by unanimous written consent of the Members or committee members, as the case may be, setting forth the action so taken. No written consent shall be effective to take the action that is the subject to the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Company in the manner required by this paragraph, the signed consent or consents are delivered to the Company by delivery to its registered office, its principal place of business, or the Managers. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Company's principal place of business shall be addressed to the Managers. Every written consent shall bear the date of signature of each Member who signs the consent, and the consent may be in one or more counterparts. A telegram, telex, cablegram or similar transmission by a Member, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Member, shall be regarded as signed by the Member for purposes of this paragraph. The signed consent or a signed copy of the consent shall be kept on file at the principal office of the Company.

(b) The record date for determining Members entitled to consent to action in writing without a meeting shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company by delivery to its registered office, its principal place of business, or the Managers. Delivery shall be by hand or by certified or registered mail, return receipt requested. Delivery to the Company's principal place of business shall be addressed to the Managers.

(c) If any action by Members is taken by written consent, any articles or

documents filed with the Secretary of State of Texas as a result of the taking of the action shall state, in lieu of any statement required by the TBOC concerning any vote of Members, that written consent has been given in accordance with the provisions of the TBOC and that any written notice required by the TBOC has been given.

8.06 Action by Telephone Conference or Other Remote Communications Technology. Members may participate in and hold a meeting by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Or, another suitable electronic communications system may be used including video-conferencing technology or the Internet, but only if each member entitled to participate in the meeting consents to the meeting being held by means of that system and the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate concurrently with each other participant. Participation in such meeting shall constitute attendance and presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

8.07 Classes of Members; Voting. At an annual or special meeting called for that purpose, the Members may from time to time establish classes or groups of Members. One or more of the Members' groups or classes may have certain expressed relative rights, powers, and duties, including voting rights, to be established at the time when the classes or groups are created, with seniority granted to one or more class or group as designated by the Members.

ARTICLE IX OFFICERS

9.01 Qualification. The Managers may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Texas, a Member or a Manager. Any officers so designated shall have such authority and perform such duties as the Managers may, from time to time, delegate to them. The Managers may assign titles to particular officers. Unless the Managers decide otherwise, if the title is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such officer by the Managers pursuant to this paragraph. Each officer shall hold office until his successor shall be duly designated and qualify for such office, until his death, or until he shall resign or shall have been removed in the manner hereinafter provided. Any vacancy occurring in any office of the Company (other than Manager) may be filled by the Managers. Any number of offices may be held by the one person.

9.02 Compensation. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Managers. However, election or appointment of an officer or agent shall not of itself, nor shall anything in this Agreement, create contract rights.

9.03 Resignation. Any officer may resign as such at any time. Such resignation shall

be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Managers. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

9.04 Removal. Any officer may be removed as such, either with or without cause, by the Managers whenever in their judgment the best interests of the Company will be served thereby; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the person so removed.

ARTICLE X INDEMNIFICATION

10.01 Right to Indemnification. Subject to the limitations and conditions as provided in this Article, each person who was or is made a party or is threatened to be made a party to or is involved in any Proceeding, or any appeal in such a Proceeding, or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Member or Manager of the Company or while a Member or Manager of the Company is or was serving at the request of the Company as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Company to the fullest extent permitted by the TBOC, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorney's fees) actually incurred by such person in connection with such Proceeding, and indemnification under this Article shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article shall be deemed contract rights, and no amendments, modification or repeal of this Article shall have the effect of limiting or denying any such rights with respect to actions taken or Proceeding arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article could involve indemnification for negligence or under theories of strict liability.

10.02 Advance Payment. The right to indemnification conferred in this Article shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under paragraph 10.01 of this Agreement who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Company of a written affirmation by such person of his or her good faith belief that he has met the standard of conduct necessary for indemnification under this Article and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under

this Article or otherwise.

10.03 Indemnification of Officers, Employees and Agents. The Company, by adoption of a resolution of the Managers, may indemnify and advance or reimburse expenses to an officer, employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Managers under this Article; and, the Company may indemnify and advance or reimburse expenses to persons who are not or were not Managers, officers, employees, or agents of the Company but who are or were serving at the request of the Company as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person to the same extent that it may indemnify and advance expenses to Managers under this Article.

10.04 Appearance as a Witness. Notwithstanding any other provision of this Article, the Company may pay or reimburse expenses incurred by a Member or Manager in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

10.05 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article shall not be exclusive of any other right which a Member or Manager or other person indemnified pursuant to paragraph 10.03 of this Agreement may have or hereafter acquire under any law (common or statutory), provision of the Certificate of Formation or this Agreement, agreement, vote of disinterested Managers or otherwise.

10.06 Insurance. The Company may purchase and maintain insurance, at its expense, to protect itself and any person who is a Member or was serving as a Manager, officer, employee or agent of the Company or is or was serving at the request of the Company as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under this Article.

10.07 Member Notification. To the extent required by law, any indemnification of or advance of expenses to a Member or Manager in accordance with this Article shall be reported in writing to the Members with or before the notice or waiver of notice of the next Members' meeting or with or before the next submission to Members of a consent to action without a meeting and, in any case, within the twelve month period immediately following the date of the indemnification or advance.

10.08 Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Member or Manager or any other person indemnified pursuant to this Article as to costs, charges, and expenses (including attorney's fees), judgments, fines and

amounts paid in settlement with respect to any action, suit or Proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE XI TAXES

11.01 Tax Returns. The Managers shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making the elections described in paragraph 11.02 of this Agreement. Each Member shall furnish to the Managers all pertinent information in its possession relating to Company operations that is necessary to enable the Company's income tax returns to be prepared and filed.

11.02 Tax Elections. The Company shall make the following elections on the appropriate tax returns:

- (a) to adopt the calendar year as the Company's fiscal year;
- (b) to adopt the cash method of accounting for keeping the Company's books and records;
- (c) if a distribution of Company property as described in Section 734 of the Internal Revenue Code occurs or if a transfer of a Membership Interest as described in Section 743 of the Internal Revenue Code occurs, on written request of any Member, to elect, pursuant to Section 754 of the Internal Revenue Code, to adjust the basis of Company properties;
- (d) to elect to amortize the organizational expenses of the Company and the startup expenditures of the Company under Section 195 of the Internal Revenue Code ratably over a period of one hundred eighty (180) months as permitted by Section 709(b) of the Internal Revenue Code; and
- (e) any other election the Managers may deem appropriate and in the best interest of the Members.

Either the Company or any Manager or Member may make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 subtitle A of the Internal Revenue Code or any similar provisions of applicable state law.

11.03 "Tax Matters Partner." A majority of the Managers shall designate one Manager that is a Member to be the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Internal Revenue Code; or, if there is no Manager that is a Member, the "tax matters partner" shall be a Member that is designated as such by a Super Majority. Any Member who is designated "tax matters partner" shall take such action as may be necessary to cause each other Member to become a "notice partner" within the meaning of Section 6223 of the Internal Revenue Code. Any Member who is designated "tax matters partner" shall inform each other

Member of all significant matters that may come to its attention in its capacity as "tax matters partner" by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, shall forward to each other Member copies of all significant written communications it may receive in that capacity. Any Member who is designated "tax matters partner" may not take action contemplated by Section 6222 through 6232 of the Internal Revenue Code without the consent of a Super Majority, but this sentence does not authorize such Manager (or any other Manager) to take any action left to the determination of an individual Member under Sections 6222 through 6232 of the Internal Revenue Code.

ARTICLE XII

BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

12.01 Maintenance of Books. The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members, its Managers and each committee of the Managers. The books of account for the Company shall be maintained on a cash basis in accordance with the terms of this Agreement, except that the Capital Accounts of the Members shall be maintained in accordance with Article IV of this Agreement. The calendar year shall be the accounting year of the Company.

12.02 Accounts. The Managers shall establish and maintain one or more separate bank and investment accounts and arrangements for Company funds in the Company name with financial institutions and firms that the Managers determine. The Managers may not commingle the Company's funds with the funds of any Member; however, Company funds may be invested in a manner the same as or similar to the Managers' investment of their own funds or investments by their Affiliates.

12.03 Annual Reports. On or before the 120th day following the end of each fiscal year during the term of the Company, the Managers shall cause each Member to be furnished with a balance sheet, an income statement, and a statement of changes in Members' capital of the Company for, or as of the end of, that year certified by a recognized firm of certified public accountants. These financial statements must be prepared in accordance with accounting principles generally employed for cash-basis records consistently applied (except as therein noted) and must be accompanied by a report of the certified public accountants certifying the statements and stating that (a) their examination was made in accordance with generally accepted auditing standards and, in their opinion, the financial statements fairly present the financial position, financial results of operations, and changes in Members' capital in accordance with accounting principles generally employed for cash-basis records consistently applied (except as therein noted) and (b) in making the examination and reporting on the financial statements described above, nothing came to their attention that caused them to believe that (i) the income and revenues were not paid or credited in accordance with the financial and accounting provisions of this Agreement, (ii) the costs and expenses were not charged in accordance with the financial and accounting provisions of this Agreement, or (iii) the Managers or any Member failed to comply in any material respect with the financial and accounting provisions of this Agreement, or if they do conclude that the Managers or a Member so failed, specifying the nature and period of existence of the failure. The Managers also may cause to be prepared or delivered such other reports as they may deem appropriate. The Company shall bear the costs of

all these reports.

ARTICLE XIII TRANSFERS

13.01 Limited Right to Transfer. No Member or Assignee shall make any Transfer of all or any part of its Membership Interest, whether now owned or hereafter acquired, except (a) with the consent of a Super Majority of the Members; (b) as provided by Article XIV of this Agreement; (c) as a Defaulting Member as provided by paragraph 15.01(f) of this Agreement; or (d) upon winding up or termination, as provided by paragraph 16.03 of this Agreement. Any attempted Transfer by a person of an interest or right, or any part thereof, in or in respect of the Company other than as specifically provided by this Agreement shall be, and is hereby declared, null and void ab initio.

13.02 Rights of an Assignee.

(a) Unless and until an Assignee becomes a Substituted Member of the Company as provided in this Agreement, the Assignee shall be entitled only to (i) allocation of income, gain, loss, deduction, credit, or similar items, and to receive distributions to which the assignor is entitled to the extent these items were assigned, and (ii) reasonable information or account of transactions of the Company and to make reasonable inspection of the books and records of the Company. The Membership Interest of the Assignee shall not be considered in the voting requirements of the Company, and the Assignee shall have no right to participate in the operations or management of the Company.

(b) In the event that the Members make additional contributions to the Company which the Membership Interest is held by an Assignee, the Assignor Member and its Assignee shall be jointly and severally liable for the corresponding contribution in connection with the Membership Interest held by Assignee. If the Assignor Member or Assignee does not make such contribution in accordance with the provisions of this Agreement, then the Assignor Member and Assignee shall be treated as being in Default. In the event that one or more new Members are admitted into the Company, or one or more existing Members increase their Membership Interest, the Membership Interest of the Assignee may be correspondingly reduced and no consent or other action on the part of such Assignee shall be required.

13.03 Legal Opinion. For the right of a Member to transfer a Membership Interest or any part thereof or of any Person to be admitted to the Company in connection therewith to exist or be exercised, the Company must receive an opinion from legal counsel acceptable to the Managers that states (a) the Transfer is exempt from registration under federal and state securities laws, (b) the Transfer will not cause the Company to be in violation of federal and state securities laws, (c) the Transfer will not adversely affect the status of the Company as a partnership under the Internal Revenue Code or Treasury Regulations, and (d) the Transfer will not result in the Company's being considered to have terminated within the meaning of the Internal Revenue Code or Treasury Regulations. The Managers, however, may waive the requirements of this paragraph.

13.04 Admission as Substituted Member. An Assignee has the right to be admitted to the Company as a Substituted Member with the Percentage Interest and the Capital Commitment so transferred to such person, in the event that:

(a) the Member making such Transfer grants the Assignee the right to be so admitted;

(b) such Transfer is consented to in accordance with paragraph 13.01 of this Agreement; and

(c) a written, signed and dated instrument evidencing the Transfer has been filed with the Company in form and substance reasonably satisfactory to the Managers, and said instrument contains (i) the agreement by the Assignee to be bound by all of the terms and provisions of this Agreement, (ii) any necessary or advisable representations and warranties, including that the Transfer was made in accordance with all applicable laws, regulations, and securities laws, (iii) the Percentage Interests and the Capital Commitments after the Transfer of the Member effecting the Transfer and the person to which the Membership Interest of part thereof is transferred (which together must total the Percentage Interest and the Capital Commitment of the Member effecting the Transfer before the Transfer) and (iv) the name, address and any other pertinent information necessary for amended Exhibit A and to make distributions.

13.05 Transfer to Existing Member. In the event of a Transfer to an existing Member, the existing Member shall be automatically deemed to be a Substituted Member.

13.06 Third Party Offer. In the event a Member desires to sell all or any portion of its Membership Interest to another person (other than an existing Member), the selling Member shall first offer to sell the Membership Interest to the other existing Members. Upon the receipt of an offer from a Third Party to purchase such Membership Interest, the selling Member shall promptly deliver a copy of the Third Party offer to all other Members. Each Member will have fifteen (15) days from the date of receipt of the Third Party offer to notify the selling Member in writing that the other Member intends to purchase the Membership Interest upon the terms and conditions of the Third Party offer. If more than one other Member desires to purchase the Membership Interest, each of the purchasing Members shall purchase a portion of the Membership Interest that is proportional to that Member's Percentage Interest. If none of the other Members give notification within fifteen (15) days of an intention to purchase the Membership Interest, then the selling Member shall be permitted to sell the Membership Interest to the Third Party upon the terms and conditions of the Third Party offer.

13.07 Reasonable Expenses. The Member effecting a Transfer and the Substituted Member shall pay, or reimburse the Company for, all costs incurred by the Company in connection with the admission of the Substituted Member (including, without limitation, the legal fees incurred in connection with the legal opinions referred to in paragraph 13.03 of this Agreement) on or before the tenth (10th) day after the receipt by that person of the Company's invoice for the amount due. If payment is not made by the date due, the person owing the

amount shall pay interest on the unpaid amount from the date due until paid at a rate per annum equal to the Default Interest Rate.

ARTICLE XIV BUYOUT OF MEMBERSHIP INTEREST

14.01 Termination of Marital Relationship.

(a) If the marital relationship of a Member is terminated by death or divorce and such Member does not succeed to all of such Member's spouse's community or separate interest, if any, in the Membership Interest (such spouse is referred to hereafter in this Article as the "Assignee Spouse"), either as outright owner of such Membership Interest or as a trustee of a trust holding such Membership Interest, whether or not such Member is a beneficiary of such trust, then such Member shall have the option to purchase at Fair Value (determined as of the date of the death or divorce of the Member) the Assignee Spouse's interest in the Membership Interest to which such Member does not succeed. Such option must be exercised within ninety (90) days after the death of or the Member's divorce from the Assignee Spouse. Should the Member fail to exercise such option within such 90-day period, then the Company shall have the option to purchase such Membership Interest at Fair Value for a period of ninety (90) days after the lapse of the initial 90-day period.

(b) Any Membership Interest of the Company held by a Member as a trustee of a trust as a result of the death of or the Member's divorce from the Assignee Spouse shall be treated as owned by such Member for purposes of this agreement. If such Member ceases to act as trustee of such trust for any reason, then such Member shall have the option to purchase all of the Membership Interest at Fair Value held in such trust. Such option must be exercised within ninety (90) days after such Member ceases to act as trustee of such trust. Should such Member fail to exercise such option within such 90-day period, then the Company shall have the option to purchase such Membership Interest for a period of ninety (90) days after the lapse of the initial 90-day period.

14.02 Death of Member. Commencing upon the death of a Member, the surviving Members shall for a period of ninety (90) days have the option to purchase all or any portion of the deceased Member's Membership Interest at Fair Value (determined as of the date of the death of the Member); provided, however, the exercise of said option shall require the approval of a Super Majority of the surviving Members. Upon the expiration of ninety (90) days after the death of a Member, the Company shall be obligated to purchase all, and not less than all, of the deceased Member's Membership Interest at Fair Value which the surviving Members do not elect to purchase pursuant to the option granted in the preceding sentence. The Assignee (which may include spouse and executors or administrators of the deceased Member) shall sell all of the deceased Member's Membership Interest to the Company and/or the other Members in accordance with the option or obligation established by this paragraph.

14.03 Bankruptcy of Member. If any Member becomes a Bankrupt Member, the Company shall have the option, exercisable by notice from the Managers to the Bankrupt

Member (or its representative) at any time prior to the one hundred eightieth (180th) day after receipt of notice of the occurrence of the event causing it to become a Bankrupt Member, to purchase all or any portion of the Bankrupt Member's Membership Interest at Fair Value (determined as of the date that notice of the exercise of such option is given by the Managers); provided, however, the exercise of said option shall require the approval of a Super Majority of the other Members. In the event that notice of the exercise of such option is given by the Managers to the Bankrupt Member (or its representative), the Bankrupt Member shall sell its interest to the Company as provided by this Article.

14.04 Insufficient Surplus. If the Company shall not have sufficient surplus to permit it lawfully to purchase the Membership Interest under paragraph 14.01, 14.02 or 14.03 of this Agreement at the time of the closing, the other Members may take such action to vote their respective Membership Interests to reduce the capital of the Company or to take such other steps as may be appropriate or necessary in order to enable the Company lawfully to purchase such Membership Interest.

14.05 Option by Other Members. If the Company fails or declines to exercise an option to purchase a Membership Interest of a Member as provided by this Agreement within the period of time specified for such option, then the other Members shall have the option for a period of ninety (90) days thereafter to purchase such Membership Interest in such proportions as they mutually agree or in proportion to their respective Percentage Interests for the same price and upon the same terms available to the Company.

14.06 Exercise of Option. Any option to purchase a Membership Interest as provided by this Agreement shall be deemed exercised at the time the purchasing party delivers to the selling party written notice of intent to exercise such option along with an initial payment in the form of a certified or cashier's check in the amount of ten percent (10%) of the estimated purchase price anticipated by the purchaser, in person or by United States registered mail, properly stamped and addressed to the last known address of the selling party.

14.07 Determination of Fair Value. The "Fair Value" of a Membership Interest shall be the amount that would be distributable to the Member holding such interest in the event that the assets of the Company were sold for cash and the proceeds, net of liabilities, were distributed to the holders of all Membership Interests pursuant to this Agreement. In the event that the Fair Value of a Membership Interest is to be determined under this Agreement, the Managers shall select a qualified independent appraiser to make such determination, and the Managers shall make the books and records available to the appraiser for such purpose. The determination of Fair Value made by such appraiser shall be final, conclusive, and binding on the Company, all Members, and all Assignees of a Membership Interest.

14.08 Fees and Expenses of Appraiser. In the case of a purchase and sale of Membership Interest under paragraph 14.01 or 14.02 of this Agreement (in the event of death or divorce of a Member), the fees and expenses of such appraiser shall be paid by the Company. In the case of a purchase and sale of Membership Interest under paragraph 14.03 or 15.01 (in the event of the bankruptcy or default of a Member), the fees and expenses of such appraiser shall be paid by the Bankrupt Member or Defaulting Member, by deducting at closing such fees and

expenses from the purchase price to be paid to such Bankrupt Member or Defaulting Member, and remitting the same to the Company. Otherwise, the fees and expenses of such appraiser shall be shared equally by the purchaser and seller.

14.09 Right to Withdraw Option. In the event that a Member has exercised an election to purchase a Membership Interest under this Agreement and Fair Value has been determined as provided by paragraph 14.07 of this Agreement, such Member may elect to terminate its right to purchase within fifteen (15) days following its receipt of the determination of Fair Value, by delivery of written notice to the Company and to the Assignee. In such an event, the initial payment shall be returned to the Member withdrawing the option, and the other Members may elect to purchase the Membership Interest (or portion thereof) in such proportions as they mutually agree or in proportion to their respective Percentage Interests.

14.10 Terms of Purchase.

(a) The closing date for any sale and purchase made pursuant to this Article shall be the later of (i) thirty (30) days after the notice of the exercise of option has been received by the selling party, or (ii) thirty (30) days after the parties have received notice of the Fair Value of the Membership Interest.

(b) Payment of the purchase price for a Membership Interest may be made by the Company and/or the other Members as follows: (i) a down payment equal to ten percent (10%) of the Fair Value to be made at closing, and (ii) the balance of the purchase price, bearing interest at the General Interest Rate determined on the date of closing, to be paid in twenty-four (24) equal monthly installments, with the first payment due thirty (30) days after the date of closing. Any such purchaser shall have the right to pay all or any part of such obligation at any time or times in advance of maturity without penalty. In the event that the Company becomes a party to a Fundamental Business Transaction, such obligation (or remaining portion thereof) shall be paid in full within thirty (30) days of the date that the Company becomes a party to such transaction.

(c) At the closing, the person selling the Membership Interest will transfer the Membership Interest free and clear of any liens or encumbrances, other than those which may have been created to secure any indebtedness or obligations of the Company.

(d) In each event that a Membership Interest in the Company is purchased as described in this Agreement, upon the execution and delivery of the notes or payment of the cash as required herein, this Agreement shall operate as an automatic transfer to the purchaser of the Membership Interest in the Company. The payment to be made to the selling Member, Assignee, or its representative shall constitute complete release, liquidation and satisfaction of all the rights and interest of the selling Member, Assignee, or its representative (and of all persons claiming by, through, or under the selling Member, Assignee, or its representative) in and in respect of the Company, including, without limitation, any Membership Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the Members. The parties shall perform such actions and execute

such documents that may be reasonably necessary to effectuate and evidence such purchase and sale, and release as provided by this paragraph.

ARTICLE XV DEFAULT OF A MEMBER

15.01 Failure to Contribute. If a Member does not contribute by the time required all or any portion of a Capital Contribution that Member is required to make as provided in this Agreement, the Company may exercise, on notice to that Member (the "Defaulting Member"), one or more of the following remedies:

(a) taking such action (including, without limitation, court proceedings) as the Managers may deem appropriate to obtain payment by the Defaulting Member of the portion of the Defaulting Member's Capital Contribution that is in default, together with interest thereon at the Default Interest Rate from the date that the Capital Contribution was due until the date that it is made, all at the cost and expense of the Defaulting Member;

(b) permitting the other Members in proportion to their Percentage Interests or in such other percentages as they may agree (the "Lending Member," whether one or more), to advance the portion of the Defaulting Member's Capital Contribution that is in default, with the following results:

(i) the sum advanced constitutes a loan from the Lending Member to the Defaulting Member and a Capital Contribution of that sum to the Company by the Defaulting Member pursuant to the applicable provisions of this Agreement,

(ii) the principal balance of the loan and all accrued unpaid interest thereon is due and payable in whole on the tenth (10th) day after written demand therefor by the Lending Member to the Defaulting Member,

(iii) the amount lent bears interest at the Default Interest Rate from the day that the advance is deemed made until the date that the loan, together with all interest accrued on it, is repaid to the Lending Member,

(iv) all distributions from the Company that otherwise would be made to the Defaulting Member (whether before or after termination of the Company) instead shall be paid to the Lending Member until the loan and all interest accrued on it have been paid in full to the Lending Member (with payments being applied first to accrued and unpaid interest and then to principal),

(v) the payment of the loan and interest accrued on it is secured by a security interest in the Defaulting Member's Membership Interest, as more fully set forth in paragraph 15.02 of this Agreement, and

(vi) the Lending Member has the right, in addition to the other rights and

remedies granted to it pursuant to this Agreement or available to it at law or in equity, to take any action (including, without limitation, court proceedings) that the Lending Member may deem appropriate to obtain payment by the Defaulting Member of the loan and all accrued and unpaid interest on it, at the cost and expense of the Defaulting Member;

(c) exercising the rights of a secured party under the Uniform Commercial Code of the State of Texas;

(d) reducing the Defaulting Member's Membership Interest or other interest in the Company;

(e) subordination of the Defaulting Member's Membership Interest to the nondefaulting Member;

(f) a forced sale of the Defaulting Member's Membership Interest at Fair Value and upon the terms of purchase as provided in Article XIV;

(g) forfeiture of the Defaulting Member's Membership Interest; or

(h) exercising any other rights and remedies available at law or in equity.

15.02 Security. Each Member grants to the Company, and to each Lending Member with respect to any loans made by the Lending Member to that Member as a Defaulting Member under this Article, as security, equally and ratably, for the payment of all Capital Contributions that Member has agreed to make and the payment of all loans and interest accrued on them made by Lending Members to that Member as a Defaulting Member pursuant to paragraph 15.01(b) of this Agreement, a security interest in, and a general lien on its Membership Interest and the proceeds thereof, all under the Uniform Commercial Code of the State of Texas. It is expressly agreed that the security interest created thereby shall be governed by Chapter 8 of the Uniform Commercial Code of the State of Texas. On any default in the payment of a Capital Contribution or in the payment of such a loan or interest accrued on it, the Company or the Lending Member, as applicable, is entitled to all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Texas with respect to the security interest granted in this Article. Each Member shall execute and deliver to the Company and the other Members all financing statements and other instruments that the Managers or the Lending Member, as applicable, may request to effectuate and carry out the preceding provisions of this Article. At the option of the Managers or a Lending Member, this Agreement or a carbon, photographic, or other copy hereof may serve as a financing statement.

15.03 Compromise or Release. The obligation of a Defaulting Member or its legal representative or successor to make a contribution or otherwise pay cash or transfer property or to return cash or property paid or distributed to the Defaulting Member in violation of the TBOC or this Agreement may be compromised or released only with the approval of a Super Majority of the other Members. Notwithstanding the compromise or release, a creditor of the Company who extends credit or otherwise acts in reasonable reliance on that obligation, after the Member

signs a writing that reflects the obligation and before the writing is amended or canceled to reflect the compromise or release, may enforce the original obligation.

15.04 Expulsion. A Member may be expelled from the Company by unanimous vote of all other Members (not including the Member to be expelled) if that Member (a) has willfully violated any provision of this Agreement; (b) committed fraud, theft, or gross negligence against the Company or one or more Members of the Company, or (c) engaged in wrongful conduct that adversely and materially affects the business or operation of the Company. Such a Member shall be considered a Defaulting Member, and the Company or other Members may also exercise any one or more of the remedies provided for in Article 15.01. The Company may offset any damages to the Company or its Members occasioned by the misconduct of the expelled Member against any amounts distributable or otherwise payable by the Company to the expelled Member.

ARTICLE XVI WINDING UP AND TERMINATION

16.01 Event Requiring Termination. The Company shall begin to wind up its affairs upon the first of the following to occur:

(a) the execution of an instrument approving the termination of the Company by a Super Majority of the Members;

(b) the occurrence of any event that terminates the continued membership of the last remaining Member of the Company; provided, however, that the Company is not dissolved if, no later than ninety (90) days after the termination of the membership of the last remaining Member, the legal representative or successor of the last remaining Member agrees to cancel the event requiring winding up, to continue the Company and to become a Member, or to designate another person who agrees to become a Member, as of the date of termination of the membership of the last remaining Member;

(c) entry of a decree of judicial dissolution of the Company;

(d) the occurrence of a nonwaivable event under the terms of the TBOC which requires the Company to be terminated; or

(e) by the act of a Simple Majority of the Members, if no capital has been paid into the Company, and the Company has not otherwise commenced business.

16.02 Business May Be Continued. Except as provided in paragraph 16.01(b) of this Agreement:

(a) an event that requires the winding up of the Company's business shall not terminate the Company if, no later than one year after the date of the event, the Members unanimously consent to cancel the event requiring winding up.

(b) the expiration of a period of duration that requires the winding up of the

Company's business shall not terminate the Company if, no later than three years after the date the period of duration expires, the Members unanimously consent to amend the Company's Certificate of Formation and this Agreement to extend the Company's period of duration.

16.03 Purchase of Former Member's Membership Interest. Upon an event requiring winding up as provided in paragraph 16.01 of this Agreement, the Company's books shall be closed upon the date of such event, so as to determine the Former Member's Membership Interest value on the date ending all of the Former Member's financial interest in the Company. Within one hundred eighty (180) days of such event, the Company shall purchase the Former Member's Membership Interest at Fair Value (as determined by paragraph 14.07 of this Agreement), upon terms of purchase as provided in Article XIV of this Agreement.

16.04 Liquidation. As soon as possible following an event requiring termination of the Company, the Managers shall act as liquidator or may appoint one or more Managers or Members as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the TBOC. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Managers. The steps to be accomplished by the liquidator are as follows:

- (a) as promptly as possible after such event and again after final liquidation, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the termination occurs or the final liquidation is completed, as applicable;

- (b) the liquidator shall cause the notice described in Section 11.052 of the TBOC to be delivered to each known claimant against the Company;

- (c) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation and any advances described in paragraph 4.04 of this Agreement) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

- (d) all remaining assets of the Company shall be distributed to the Members as follows:

- (i) the liquidator may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the Members;

- (ii) with respect to all Company property that has not been sold, the fair

market value of that property shall be determined and the Capital Accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the Capital Accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(iii) Company property shall be distributed among the Members in accordance with the positive Capital Account balances of the Members, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the company occurs (other than those made by reason of this clause (iii)); and those distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, ninety (90) days after the date of liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses, and liabilities theretofore incurred or for which the Company has committed prior to the date of termination and those costs, expenses, and liabilities shall be allocated to the distributee pursuant to this paragraph. Upon completion of all distributions to the Member, such distribution shall constitute a complete return to the Member of its Capital Contributions and release all claims against the Company. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

16.05 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the Capital Account of any Member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation), or distributions of money pursuant to this Agreement to all Members in proportion to their respective Percentage Interests, upon termination of the Company such deficit shall not be an asset of the Company and such Members shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

16.06 Certificate of Termination. On completion of the distribution of Company assets as provided herein, the Company is terminated, and the Managers (or such other person or persons as the TBOC may require or permit) shall execute, acknowledge and cause to be filed a Certificate of Termination, at which time the Company shall cease to exist as a limited liability company.

ARTICLE XVII AMENDMENT OR MODIFICATION

17.01 Amendment or Modification. This Agreement may be amended or modified from time to time only with a written instrument executed by a Super Majority of the Members.

17.02 Special Provisions for Certain Amendments or Modifications.

(a) An amendment or modification reducing a Member's Percentage Interest or increasing its Capital Commitment (other than to reflect changes otherwise provided by this Agreement) is effective only with that Member's consent.

(b) An amendment or modification reducing the required Percentage Interest or other measure for any consent or vote in this Agreement is effective only with the consent or vote of Members having the Percentage Interest or other measure theretofore required.

(c) An amendment to establish the relative rights and preferences of the Membership Interests of any class or series may be made by a committee of Managers, within the authority of Managers or otherwise provided in the Certificate of Formation, the TBOC, or resolutions by Members forming the committee.

(d) An amendment or modification made solely to reflect the admission or withdrawal of a Member (such as to Exhibit A) need not be approved by any Member if the requirements set forth in this Agreement with respect to the admission or withdrawal of the Member are otherwise satisfied.

ARTICLE XVIII GENERAL PROVISIONS

18.01 Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. In the event there is only one Member, then references to Members in the plural should be construed as singular; likewise, in the event there is only one Manager, then references to Members in the plural should also be construed as singular.

18.02 Offset. Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

18.03 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the person. All notices, requests, and consents to be sent to a Member must be sent to or made at the addresses given for that Member on Exhibit A or such other address as that Member may specify by notice to the other Members. Any notice, request, or consent to the Company or the Managers must be given to the Managers at the following address:

1115 Meadowstone Ct.
Spring Branch, Texas 78070

Whenever any notice is required to be given by law, the Certificate of Formation or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

18.04 Entire Agreement; Supersedes Other Agreements. This Agreement includes the entire agreement of the Members and their Affiliates relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

18.05 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any person in the performance by that person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that person of the same or any other obligations of that person with respect to the Company. Failure on the part of a person to complain of any act of any person or to declare any person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that person of its rights with respect to that default until the applicable statute-of-limitations period has run.

18.06 Binding Effect. Subject to the restrictions on Transfers set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors, and assigns. However, unless and until properly admitted as a Member, no Assignee will have any rights of a Member beyond those provided expressly set forth in this Agreement or granted by the TBOC to assignees.

18.07 Governing Law. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

18.08 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

18.09 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

18.10 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the Company or for partition of the property of the Company.

18.11 Indemnification. To the fullest extent permitted by law, each Member shall indemnify the Company, each Manager and each other Member and hold them harmless from and against all losses, costs, liabilities, damages, and expenses (including, without limitation,

costs of suit and attorney's fees) they may incur on account of any breach by that Member of this Agreement.

18.12 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same instrument.

ARTICLE XIX NOTICES AND DISCLOSURES

19.01 **Compliance with Regulation D of the Securities Act of 1933.** THE OWNERSHIP INTERESTS THAT ARE THE SUBJECT OF THIS COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THE INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, TRANSFERRED, OR OTHERWISE DISPOSED OF UNTIL THE HOLDER THEREOF PROVIDES EVIDENCE SATISFACTORY TO THE MANAGERS (WHICH, IN THE DISCRETION OF THE MANAGERS, MAY INCLUDE AN OPINION OF COUNSEL) THAT SUCH OFFER, SALE, PLEDGE, TRANSFER, OR OTHER DISPOSITION WILL NOT VIOLATE APPLICABLE FEDERAL OR STATE SECURITIES LAWS. THE OWNERSHIP INTERESTS THAT ARE THE SUBJECT OF THIS COMPANY AGREEMENT ARE SUBJECT TO RESTRICTIONS ON THE SALE, PLEDGE, TRANSFER, OR OTHER DISPOSITION AS SET FORTH IN THIS COMPANY AGREEMENT.

19.02 **Notice to Members.** By executing this Agreement, each Member acknowledges that it has actual notice of all of the provisions of this Agreement, including, without limitation, the restrictions on the transfer of Membership Interests set forth in this Agreement, and all of the provisions of the Certificate of Formation. Except as otherwise expressly provided by law, each Member hereby agrees that this Agreement constitutes adequate notice of any notice requirement under Chapter 8 of the Uniform Commercial Code, and each Member hereby waives any requirement that any further notice thereunder be given.

19.03 **Limitation of Liability.** Pursuant to Article 581-1 et seq. of the Texas Revised Civil Statutes (the "Texas Securities Act"), the liability under the Texas Securities Act of a lawyer, accountant, consultant, the firm of any of the foregoing, and any other person engaged to provide services relating to an offering of securities of the Company ("Service Providers") is limited to a maximum of three times the fee paid by the Company or seller of the Company's securities, unless the trier of fact finds that such Service Provider engaged in intentional wrongdoing in providing the services. By executing this Agreement, each Member hereby acknowledges the disclosure contained in this paragraph.

IN WITNESS HEREOF, the Managers have adopted this Company Agreement and the Members have executed this Company Agreement, as of the Effective Date.

MANAGERS:



Lorenzo A. Garcia III

Date signed: 6-6-18



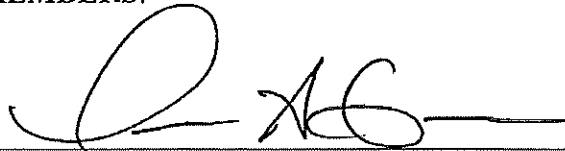
Alex Gutierrez

Date signed: 6/6/18

Morris Carlo White IV

Date signed: _____

MEMBERS:



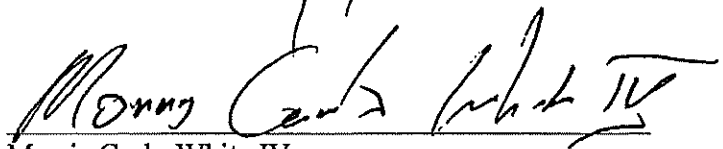
Lorenzo A. Garcia III

Date signed: 6-6-18



Alex Gutierrez

Date signed: 6/6/18



Morris Carlo White IV

Date signed: 6/6/18

EXHIBIT A
MEMBERS OF Precision Strand and Rebar LLC

<u>Member's Name and Address</u>	<u>Initial Capital Contribution</u>	<u>Capital Commitment</u>	<u>Percentage Interest</u>
Lorenzo A. Garcia III 1115 Meadowstone Ct Spring Branch, Texas 78070	\$510	\$0.00	51%
Alex Gutierrez 1150 N Loop 160 #108-457 San Antonio, Texas 78248	\$245	\$0.00	24.5%
Morris Carlo White IV 1150 N Loop 1604 #108-457 San Antonio, Texas 78248	\$245	\$0.00	24.5%

MEMBERSHIP INTEREST TRANSFER AGREEMENT

THIS AGREEMENT is made and executed by and between Lorenzo Garcia III, (the "Buyer"), and Alejandro Gutierrez and Morris Carlo White IV (collectively the "Seller").

WHEREAS, Seller owns certain outstanding membership units of Precision Strand & Rebar LLC (the "Company"), a Texas limited liability company;

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, such units of outstanding membership interest of the Company, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

1.01 Purchase and Sale of Membership Units. Upon the terms and provisions of this Agreement, Buyer agrees to purchase and accept delivery from Seller of, and Seller agrees to sell, assign, transfer and deliver to Buyer, at the Closing provided for in paragraph 1.03 of this Agreement, the following membership units of the Company set forth below, free and clear of all liens, claims, charges, restrictions, equities or encumbrances of any kind (referred to herein as the "Subject Units"):

1. the 245 membership units owned by Alejandro Gutierrez as evidence by Membership Certificate No. 1 issued by the Company on or about June 5, 2018; and
2. the 245 membership units owned by Morris Carlo White IV as evidence by Membership Certificate No. 2 issued by the Company on or about June 5, 2018.

1.02 Consideration. As consideration for the Subject Units, Buyer, at the Closing, will pay to each Seller the amount of \$195,000.00. This will be paid as follows:

1. \$75,000.00 to each Seller payable in certified funds upon the closing of this Agreement;
2. a promissory note payable to each Seller in the principal amount of \$120,000.00 (the "Note".) The terms of the Note shall provide for monthly installment payments of a variable amount. The monthly installment payment of each Note shall be \$4,000.00. The installment payments shall be due on the fifteenth (15th) day of each month.
3. a membership interest pledge and escrow agreement in which Buyer pledges the Subject Units as collateral for the note to be delivered under at Closing pursuant to this Agreement.

4. an agreement executed by Buyer indemnifying each Seller from the Company's liabilities, including but not limited to the debts listed on the attached Exhibit B.

1.03 Closing. The closing of the purchase and sale of the Subject Units (the "Closing") shall take place at the business offices of the Company in San Antonio, Texas (or at such other place as the parties may mutually agree) at 12:30, on December 10, 2020 (the "Closing Date"). The Closing Date may be postponed to a later time and date by mutual agreement of the parties. If the Closing is postponed, all references to the Closing Date in this Agreement shall refer to the postponed date.

ARTICLE II DOCUMENTS TO BE DELIVERED

2.01 Documents to be Delivered By Seller to Buyer. At the Closing, Seller will deliver to Buyer:

(a) Unit certificates for the Subject Units, free and clear of all liens, claims, charges, restrictions, equities or encumbrances of any kind, which certificates shall be duly endorsed to Buyer or accompanied by duly executed Unit powers in form satisfactory to Buyer;

(b) a certificate of Seller certifying (i) that the representations and warranties made by Seller in this Agreement are true and accurate at and as of the Closing; and (ii) that Seller has performed and complied with all of the terms, provisions and conditions to be performed and complied with by Seller at or before the Closing;

(c) such other certificates and documents as Buyer or its counsel may reasonably request, such as corporate documents or resolutions pertaining to this transaction;

(d) a resignation executed by each Seller resigning his positions as a manager and officer of the Company.

2.02 Documents to be Delivered by Buyer to Seller. At the Closing, Buyer will deliver to Seller:

(a) payment of the Consideration in the form specified in paragraph 1.02 of this Agreement, including the executed Notes;

(b) a certificate of Buyer certifying (i) that the representations and warranties made by Buyer in this Agreement are true and accurate at and as of the Closing; and (ii) that Buyer has performed and complied with all of the terms, provisions and conditions to be performed and complied with by Buyer at or before the Closing;

(c) such other certificates and documents as Seller or its counsel may reasonably request, such as corporate documents or resolutions pertaining to this transaction;

(d) an acknowledgment executed by the Company and by Buyer accepting the resignations of each Seller as an officer and manager of the Company and indemnifying each Seller all claims that may be brought or asserted by any third party against either Seller in their individual capacity for any malfeasance or wrongful conduct that may be alleged by any such third party. Such includes, but is not limited to, all costs, expenses and attorney fees that may be incurred by either Seller as a result of defending any claim to which this indemnity section applies.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.01 Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas.

(b) The Company is not required to be qualified or licensed to do business as a foreign corporation in any jurisdiction other than Texas, except where the failure to be so qualified or licensed will not have a material adverse effect on the conduct of its business or the ownership or use of any of its properties or assets.

(c) That attached Exhibit A sets forth a true and complete list of the names, addresses and titles of the Managers and officers of the Company.

(d) All of the shares of the Subject Units have been duly authorized and validly issued and are fully paid and non-assessable and none of them was issued in violation of any preemptive or other right. The Company is not a party to or bound by any contract, agreement or arrangement to issue, sell or otherwise dispose of or redeem, purchase or otherwise acquire the Subject Units, and, except for this Agreement, there is no outstanding option, warrant or other right to subscribe for or purchase, or contract, agreement or arrangement with respect to the Subject Units.

(e) Seller owns all of the Subject Units, free and clear of all liens, claims, charges, restrictions, equities and encumbrances of any kind and has full authority, power and legal right to sell, assign, transfer and deliver the same.

(f) The execution, delivery or performance of this Agreement:

(i) will not violate or conflict with the articles of incorporation, certificate of formation, the bylaws, or any other of the governing documents of the Company;

(ii) will not conflict with or result in any breach of or default under any provision of any contract or agreement of any kind to which Seller or the Company is bound or to which any property or asset of any of them is subject;

(iii) is not prohibited by any statute, law, ordinance, regulation, rule, judgment, decree or order of any court or governmental agency;

(iv) does not require Seller or the Company to obtain or make any consent, authorization, approval, registration or filing under any statute, law, ordinance, regulation, rule, judgment, decree or order of any court or governmental agency, board, bureau, body, department or authority, or of any other person;

(v) will not cause any acceleration of the maturity of any note, instrument or other obligation to which the Company is bound or with respect to which the Company is an obligor or guarantor; and

(vi) will not result in the creation or imposition of any lien, claim, charge, restriction, equity or encumbrance of any kind whatsoever upon or give to any other person any interest or right (including any right of termination or cancellation) in or with respect to the Subject Units or any of the properties, assets, business, agreements or contracts of the Company.

(g) Seller has delivered financial statements and a balance sheet for the Company, and since the effect date for such financial statements and balance sheet, the Company has not:

(i) incurred any material liability or obligation (absolute, accrued, contingent or otherwise) of any nature, other than in the ordinary course of business;

(ii) had any change in its condition (financial or otherwise), operations (present or prospective), business (present or prospective), properties, assets, or liabilities, other than changes in the ordinary course of business, none of which has been materially adverse;

(iii) suffered any damage, destruction or loss of physical property (whether or not covered by insurance) materially or adversely affecting its condition (financial or otherwise) or operations (present or prospective);

(iv) incurred or agreed to incur any indebtedness for borrowed money, other than in the ordinary course of business;

(v) suffered any substantial loss or waived any substantial right;

(vi) mortgaged, pledged or subjected to any charge, lien, claim or encumbrance, or agreed to mortgage, pledge or subject to any charge, lien, claim or encumbrance, any of its properties or assets;

(vii) declared, set aside or paid any dividend or made any distribution (whether in cash, property or stock) with respect to any of its capital Units or redeemed, purchased or otherwise acquired, or agreed to redeem, purchase or otherwise acquire, any of its capital Units;

(viii) increased, or agreed to increase, the compensation or bonuses or special compensation of any kind of any of its officers, employees or agents other than normal merit and/or cost-of-living increases pursuant to customary arrangements consistently followed, or adopted or increased any benefit under any insurance, pension or other employee benefit plan, payment or arrangement made to, for or with any such officer, employee or agent;

(ix) lost any major customer or had any material order canceled or knows of any threatened cancellation of any material order;

(x) made or permitted any material amendment or termination of any material contract, agreement or license to which it is a party other than in the ordinary course of business;

(xi) had any resignation or termination of employment of any of its key officers or employees or knows of any impending or threatened resignation or resignations or termination or terminations of employment that would have a material adverse effect on its operations (present or prospective) or business (present or prospective);

(xii) had any labor trouble or work stoppage or knows of any impending or threatened labor trouble or work stoppage that would adversely affect the Company; or

(xiii) become a party to or subject of any Fundamental Business Transaction (as the term is defined by Section 1.002 of the Texas Business Organizations Code) or any Fundamental Action (as the term is defined by Section 21.364 of the Texas Business Organizations Code).

(h) All federal, state, local and foreign tax returns, reports and statements required to be filed by the Company have been properly and timely filed with the appropriate governmental agencies in all jurisdictions in which such returns, reports and statements are required to be filed, and all federal, state, county, city, municipal, local, foreign or other governmental taxes, levies, assessments and charges, liens, claims or encumbrances upon or

relating to the Company and its employees, payroll, income, gross receipts and assets and assets have been paid, including any penalties and interest.

(i) There are no actions, suits, proceedings or investigations, either at law or in equity, or before any commission or other administrative authority in any United States or foreign jurisdiction, of any kind now pending or threatened or proposed in any manner involving Seller or the Company or the assets of the Company that, if asserted and decided adversely to Seller or the Company, could materially and adversely affect the present or prospective operations or business of the Company.

(j) The Company has complied with and is in compliance with all federal, state, local and foreign statutes, laws, environmental laws, ordinances, regulations, rules, permits, judgments, orders and decrees applicable to it or any of its properties, assets, operations and businesses, and there does not exist any basis for any claim of default under or violation of any such statute, law, ordinance, regulation, rule, judgment, order or decree. The Company has received no opinion or memorandum or legal advice from any legal counsel to the effect that it is exposed to any liability or disadvantage that is or may be material to the Company.

(k) The Company has never issued any security covered by a registration statement filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended or the Investment Company Act of 1940, as amended, and no security issued by the Company has ever been registered pursuant to the Securities Exchange Act of 1934, as amended.

(l) The Company's minute books contain complete and accurate records of all meetings and other corporate actions of the stockholders and Boards of Managers and committees thereof.

(m) All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by Seller directly with Buyer and without the intervention of any other person and in such manner as not to give rise to any valid claim against any of the parties for any finder's fee, brokerage commission or like payment.

(n) No statement by Seller contained in this Agreement and no written statement contained in any certificate or other document required to be furnished by Seller or any counsel or other agent of Seller to Buyer made pursuant to or in connection with this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary in order to make the statements therein contained not misleading.

3.02 Representations and Warranties by Buyer. Buyer represents and warrants to Seller as follows:

(a) Buyer has full authority, power and legal right to enter into this Agreement and acquire the Subject Units.

(b) Buyer is acquiring the Subject Units for investment and not with a view to the distribution thereof or dividing all or any part of its interest therein with any other person.

(c) All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by Buyer directly with Seller and without the intervention of any other person and in such manner as not to give rise to any valid claim against any of the parties for any finder's fee, brokerage commission or like payment.

(d) No statement by Buyer contained in this Agreement and no written statement contained in any certificate or other document required to be furnished by Buyer or any counsel or other agent of Buyer to Seller made pursuant to or in connection with this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary in order to make the statements therein contained not misleading.

ARTICLE IV BOOKS, RECORDS AND INFORMATION

4.01 Access to Information and Documents by Buyer. Seller will cause the Company give to Buyer and to its agents and representatives (including, but not limited to, accountants and lawyers) full and complete access during normal working hours to any and all of the properties, assets, books, records and other documents of the Company to enable Buyer to make such examination of the business, properties, assets, books, records, and other documents of the Company as Buyer may determine, and Seller will furnish, and will cause the Company to furnish, to Buyer such information and copies of such documents and records as Buyer shall reasonably request.

4.02 Confidential Information. Buyer shall exert reasonable efforts to preserve and maintain all proprietary information and trade secrets of the Company received or confirmed in documentary form by Buyer and shall not disclose to any third person or use any such proprietary information or trade secret for personal advantage, except that Buyer shall be free to use and disclose all or any of such proprietary information and trade secrets which (a) were already in Buyer's possession at the time of disclosure to Buyer; (b) are a matter of public knowledge; (c) have been or are hereafter published other than through Buyer; or (d) are lawfully obtained by Buyer from a third person without restrictions of confidentiality. The obligation of Buyer contained in this paragraph shall terminate at the Closing.

4.03 No Unreasonable Interference. Pending the Closing, Buyer will not take any action which could reasonably be expected to interfere unreasonably with the business or operations of the Company.

ARTICLE V

CONDITIONS PRECEDENT

5.01 Conditions Precedent to Seller's Obligation to Sell the Units. The obligation of Seller to sell the Subject Units is subject to the fulfillment prior to or at the Closing of the following conditions:

(a) There shall not be any material error, misstatement or omission in the representations and warranties made by Buyer in this Agreement; all representations and warranties by Buyer contained in this Agreement or in any written statement delivered by Buyer to Seller pursuant to this Agreement shall be true in all material respects at and as of the Closing as though such representations and warranties were made at and as of said time (except as contemplated by this Agreement and to the extent, if any, Seller shall waive the same); and

(b) Buyer shall have performed and complied with all the terms, provisions and conditions of this Agreement to be performed and complied with by Buyer at or before the Closing.

5.02 Conditions Precedent to Buyer's Obligation to Purchase the Units. The obligation of Buyer to purchase the Subject Units is subject to the fulfillment prior to or at the Closing of the following conditions:

(a) There shall not be any material error, misstatement or omission in the representations and warranties made by Seller in this Agreement; all representations and warranties by Seller contained in this Agreement or in any written statement delivered by Seller to Buyer pursuant to this Agreement shall be true in all material respects at and as of the Closing as though such representations and warranties were made at and as of said time (except as contemplated by this Agreement and to the extent, if any, Buyer shall waive the same);

(b) Seller shall have performed and complied with all the terms, provisions and conditions of this Agreement to be performed and complied with by Seller at or before the Closing.

(c) There shall have occurred no material damage to or destruction or loss of (whether or not covered by insurance) any of the Company's facilities, machinery, equipment or other assets.

ARTICLE VI TERMINATION

6.01 Termination by Buyer. Buyer may, without liability to Seller, terminate this Agreement by notice to Seller (i) at any time prior to the Closing if default shall be made by Seller in the observance or in the due and timely performance of any of the terms hereof to be performed by

Seller that cannot be cured at or prior to the Closing, or (ii) at the Closing if any of the conditions precedent to the performance of Buyer's obligations at the Closing shall not have been fulfilled.

6.02 Termination by Seller. Seller may, without liability to Buyer, terminate this Agreement by notice to Buyer (i) at any time prior to the Closing if default shall be made by Buyer in the observance or in the due and timely performance of any of the terms hereof to be performed by Buyer that cannot be cured at or prior to the Closing, or (ii) at the Closing if any of the conditions precedent to the performance of Seller's obligations at the Closing shall not have been fulfilled.

6.03 Effect of Termination. If this Agreement is terminated, this Agreement (except for paragraph 4.02 of this Agreement) shall no longer be of any force or effect and there shall be no liability on the part of any party except, in the case of termination because of a material default or material breach resulting from the willful fault of another party, the aggrieved party or parties may recover from the defaulting party the amount of expenses incurred by such aggrieved party or parties in connection with this Agreement and the transactions contemplated hereby which the aggrieved party or parties would otherwise have to bear pursuant to paragraph 7.03 of this Agreement. If this Agreement shall be terminated, each party will (i) redeliver all documents, work papers and other materials of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution of this Agreement, to the party furnishing the same, and (ii) destroy all documents, work papers and other materials developed by its accountants, agents and employees in connection with the transactions contemplated hereby which embody proprietary information or trade secrets furnished by any party hereto or deliver such documents, work papers and other materials to the party furnishing the same or excise such information or secrets therefrom and all information received by any party hereto with respect to the business of any other party or any of its subsidiaries (other than information which is a matter of public knowledge or which has heretofore been or is hereafter published in any publication for public distribution or filed as public information with any governmental authority) shall not at any time be used for personal advantage or disclosed by such party to any third person to the detriment of the party furnishing such information or any of its subsidiaries.

ARTICLE VII OTHER PROVISIONS

7.01 Survival of Representations and Warranties. All statements contained in any certificate or other instrument delivered by or on behalf of Seller or Buyer pursuant to this Agreement shall be deemed representations and warranties hereunder by the party delivering such certificate or instrument. All representations, warranties and agreements made by Seller or Buyer in this Agreement or pursuant hereto shall survive the Closing.

7.02 Assurance of Further Action. From time to time after the Closing and without further consideration from Buyer, but at Buyer's expense, Seller shall execute and deliver, or cause to be executed and delivered, to Buyer such further instruments of sale, assignment, transfer and delivery and take such other action as Buyer may reasonably request in order to more effectively sell, assign,

transfer and deliver and reduce to the possession of Buyer any and all of the Subject Units and consummate the transactions contemplated hereby.

7.03 Expenses. Whether or not the Closing is consummated, except as otherwise provided by paragraph 6.03 of this Agreement, each of the parties will pay all of its own legal and accounting fees and other expenses incurred in the preparation of this Agreement and the performance of the terms and provisions of this Agreement.

7.04 Waiver. The parties hereto may by written agreement (i) extend the time for or waive or modify the performance of any of the obligations or other acts of the parties hereto or (ii) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement.

7.05 Entire Agreement. This Agreement embodies the entire agreement among the parties and there have been and are no agreements, representations or warranties, oral or written among the parties other than those set forth or provided for in this Agreement. This Agreement may not be modified or changed, in whole or in part, except by a supplemental agreement signed by each of the parties.

7.06 Rights Under this Agreement; Nonassignability. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, but shall not be assignable by any party without the prior written consent of the other parties. Nothing contained in this Agreement is intended to confer upon any person, other than the parties to this Agreement and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

7.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed in the State of Texas and shall be construed without regard to any presumption or other rule requiring the construction of an agreement against the party causing it to be drafted. Any claim or cause of action arising under this Agreement shall be brought in a court of competent jurisdiction for Bexar County, Texas.

7.08 Headings. The headings of the articles and paragraphs and subparagraphs of this Agreement are solely for convenience and reference and shall not limit or otherwise affect the meaning of any of the terms or provisions of this Agreement.

7.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but which together constitute one and the same instrument.

EXECUTED in one or more counterparts, each of which shall be deemed an original, on December __, 2020.

SELLER(S):



Alejandro Gutierrez



Morris Carlo White IV

BUYER:



Lorenzo Garcia III

EXHIBIT A
Managers and Officers of Precision Strand & Rebar LLC

The names and respective addresses of Precision Strand & Rebar LLC's Managers are as follows:

Name	Address
Alejandro Gutierrez	19179 Blanco Rd #105-240, San Antonio, Texas 78258
Morris Carlo White IV	19179 Blanco Rd #105-240, San Antonio, Texas 78258
Lorenzo A. Garcia III	1115 Meadowstone Ct Spring Branch, Texas 78070

The names and respective addresses of Precision Strand & Rebar LLC's officers are as follows:

Name	Office Held	Address
Lorenzo A. Garcia III	President	1115 Meadowstone Ct Spring Branch, Texas 78070
Alejandro Gutierrez	Secretary	19179 Blanco Rd #105-240, San Antonio, Texas 78258
Morris Carlo White IV	Vice President	19179 Blanco Rd #105-240, San Antonio, Texas 78258
Morris Carlo White IV	Treasurer	19179 Blanco Rd #105-240, San Antonio, Texas 78258

EXHIBIT B
Third-Party Potential Claimants Against Precision Strand & Rebar LLC

2016 Peterbuilt	77,141.44
2006 Freightliner	13,782.13
2018 Ford F550 Single	48,077.33
Wire Cable Machine	122,000.34
2018 Ford F550 Super	51,066.95

CERTIFICATE OF SELLER

Alejandro Gutierrez and Morris Carlo White IV, ("Seller") makes the representations and warranties below to, Lorenzo Garcia III ("Buyer"), in connection with the following shares of membership units of Precision Strand & Rebar LLC (the "Company"), referred to herein as the "Subject Units":

245 membership units owned by Alejandro Gutierrez as evidence by Membership Certificate No. 1 and the 245 membership units owned by Morris Carlo White IV as evidence by Membership Certificate No. 2.

"(a) Precision Strand & Rebar LLC (the "Company") is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas.

"(b) The Company is not required to be qualified or licensed to do business as a foreign corporation in any jurisdiction other than Texas, except where the failure to be so qualified or licensed will not have a material adverse effect on the conduct of its business or the ownership or use of any of its properties or assets.

"(c) That attached Exhibit A sets forth a true and complete list of the names, addresses and titles of the Managers and officers of the Company.

"(d) All of the shares of the Subject Units have been duly authorized and validly issued and are fully paid and non-assessable and none of them was issued in violation of any preemptive or other right. The Company is not a party to or bound by any contract, agreement or arrangement to issue, sell or otherwise dispose of or redeem, purchase or otherwise acquire the Subject Units, and, except for this Agreement, there is no outstanding option, warrant or other right to subscribe for or purchase, or contract, agreement or arrangement with respect to the Subject Units.

"(e) Seller owns all of the Subject Units, free and clear of all liens, claims, charges, restrictions, equities and encumbrances of any kind and has full authority, power and legal right to sell, assign, transfer and deliver the same.

"(f) The execution, delivery or performance of this Agreement:

(i) will not violate or conflict with the articles of incorporation, certificate of formation, the bylaws, or any other of the governing documents of the Company;

(ii) will not conflict with or result in any breach of or default under any provision of any contract or agreement of any kind to which Seller or the Company is bound or to which any property or asset of any of them is subject;

(iii) is not prohibited by any statute, law, ordinance, regulation, rule, judgment, decree or order of any court or governmental agency;

(iv) does not require Seller or the Company to obtain or make any consent, authorization, approval, registration or filing under any statute, law, ordinance, regulation, rule, judgment, decree or order of any court or governmental agency, board, bureau, body, department or authority, or of any other person;

(v) will not cause any acceleration of the maturity of any note, instrument or other obligation to which the Company is bound or with respect to which the Company is an obligor or guarantor; and

(vi) will not result in the creation or imposition of any lien, claim, charge, restriction, equity or encumbrance of any kind whatsoever upon or give to any other person any interest or right (including any right of termination or cancellation) in or with respect to the Subject Units or any of the properties, assets, business, agreements or contracts of the Company.

"(g) Seller has delivered financial statements and a balance sheet for the Company, and since the effect date for such financial statements and balance sheet, the Company or the Seller has not:

(i) incurred any material liability or obligation (absolute, accrued, contingent or otherwise) of the Company of any nature, other than in the ordinary course of business and which has not been disclosed to Buyer;

(ii) had any change in its condition (financial or otherwise), operations (present or prospective), business (present or prospective), properties, assets, or liabilities, other than changes in the ordinary course of business, none of which has been materially adverse;

(iii) suffered any damage, destruction or loss of physical property (whether or not covered by insurance) materially or adversely affecting its condition (financial or otherwise) or operations (present or prospective);

(iv) incurred or agreed to incur any indebtedness for borrowed money, other than in the ordinary course of business;

(v) suffered any substantial loss or waived any substantial right;

(vi) mortgaged, pledged or subjected to any charge, lien, claim or encumbrance, or agreed to mortgage, pledge or subject to any charge, lien, claim or encumbrance, any of its properties or assets;

(vii) declared, set aside or paid any dividend or made any distribution (whether in cash, property or membership units) with respect to any of its capital

membership units or redeemed, purchased or otherwise acquired, or agreed to redeem, purchase or otherwise acquire, any of its capital membership units;

(viii) increased, or agreed to increase, the compensation or bonuses or special compensation of any kind of any of its officers, employees or agents other than normal merit and/or cost-of-living increases pursuant to customary arrangements consistently followed, or adopted or increased any benefit under any insurance, pension or other employee benefit plan, payment or arrangement made to, for or with any such officer, employee or agent;

(ix) lost any major customer or had any material order canceled or knows of any threatened cancellation of any material order;

(x) made or permitted any material amendment or termination of any material contract, agreement or license to which it is a party other than in the ordinary course of business;

(xi) had any resignation or termination of employment of any of its key officers or employees or knows of any impending or threatened resignation or resignations or termination or terminations of employment that would have a material adverse effect on its operations (present or prospective) or business (present or prospective);

(xii) had any labor trouble or work stoppage or knows of any impending or threatened labor trouble or work stoppage that would adversely affect the Company; or

(xiii) become a party to or subject of any Fundamental Business Transaction (as the term is defined by Section 1.002 of the Texas Business Organizations Code) or any Fundamental Action (as the term is defined by Section 21.364 of the Texas Business Organizations Code).

"(h) All federal, state, local and foreign tax returns, reports and statements required to be filed by the Company have been properly and timely filed with the appropriate governmental agencies in all jurisdictions in which such returns, reports and statements are required to be filed, and all federal, state, county, city, municipal, local, foreign or other governmental taxes, levies, assessments and charges, liens, claims or encumbrances upon or relating to the Company and its employees, payroll, income, gross receipts and assets and assets have been paid, including any penalties and interest.

"(i) There are no actions, suits, proceedings or investigations, either at law or in equity, or before any commission or other administrative authority in any United States or foreign jurisdiction, of any kind now pending or threatened or proposed in any manner involving Seller or the Company or the assets of the Company that, if asserted and decided

adversely to Seller or the Company, could materially and adversely affect the present or prospective operations or business of the Company.

"(j) The Company has complied with and is in compliance with all federal, state, local and foreign statutes, laws, environmental laws, ordinances, regulations, rules, permits, judgments, orders and decrees applicable to it or any of its properties, assets, operations and businesses, and there does not exist any basis for any claim of default under or violation of any such statute, law, ordinance, regulation, rule, judgment, order or decree. The Company has received no opinion or memorandum or legal advice from any legal counsel to the effect that it is exposed to any liability or disadvantage that is or may be material to the Company.

"(k) The Company has never issued any security covered by a registration statement filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended or the Investment Company Act of 1940, as amended, and no security issued by the Company has ever been registered pursuant to the Securities Exchange Act of 1934, as amended.

"(l) The Company's minute books contain complete and accurate records of all meetings and other corporate actions of the membership and Managers and committees thereof.

"(m) All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by Seller directly with Buyer and without the intervention of any other person and in such manner as not to give rise to any valid claim against any of the parties for any finder's fee, brokerage commission or like payment.

"(n) No statement by Seller contained in this Agreement and no written statement contained in any certificate or other document required to be furnished by Seller or any counsel or other agent of Seller to Buyer made pursuant to or in connection with this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary in order to make the statements therein contained not misleading.

"Moreover, at or before the Closing, Seller has performed and complied with all of the terms, provisions and conditions to be performed and complied with by Seller as set forth in that certain agreement between Seller and Buyer entitled "Membership units Transfer Agreement", dated with an effective date of December __, 2020.

"The representations, statements and other statements made in this Certificate are true and correct, to the best of my personal knowledge."


Alejandro Gutierrez

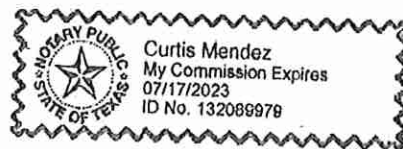
Morris Carlo White IV

STATE OF TEXAS

COUNTY OF BEXAR

Before me on 12/10/2020, personally appeared Alejandro Gutierrez and Morris Carlo White IV and acknowledged to me that Alejandro Gutierrez and Morris Carlo White IV each executed the foregoing certificate for the purposes therein expressed.

Curtis Mendez
NOTARY PUBLIC, STATE OF TEXAS



CERTIFICATE OF BUYER

Lorenzo Garcia III, ("Buyer") makes the representations and warranties below to, Alejandro Gutierrez and Morris Carlo White IV ("Seller"), in connection with the following shares of membership units of Precision Strand & Rebar LLC (the "Company"), referred to herein as the "Subject Units":

245 membership units owned by Alejandro Gutierrez as evidence by Membership Certificate No. 1 and the 245 membership units owned by Morris Carlo White IV as evidence by Membership Certificate No. 2.

"(a) Buyer has full authority, power and legal right to enter into this Agreement and acquire the Subject Units.


"(b) Buyer is acquiring the Subject Units for investment and not with a view to the distribution thereof or dividing all or any part of its interest therein with any other person.

"(c) All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by Buyer directly with Seller and without the intervention of any other person and in such manner as not to give rise to any valid claim against any of the parties for any finder's fee, brokerage commission or like payment. Buyer has had full access to all of the Company's books records and financial information and has had ample opportunity to inspect and/or review the same.

"(d) No statement by Buyer contained in this Agreement and no written statement contained in any certificate or other document required to be furnished by Buyer or any counsel or other agent of Buyer to Seller made pursuant to or in connection with this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary in order to make the statements therein contained not misleading.

"Moreover, at or before the Closing, Buyer has performed and complied with all of the terms, provisions and conditions to be performed and complied with by Seller as set forth in that certain agreement between Seller and Buyer entitled "Membership Interest Transfer Agreement", dated with an effective date of December __, 2020.

"The representations, statements and other statements made in this Certificate are true and correct, to the best of my personal knowledge."



Lorenzo Garcia III
Buyer

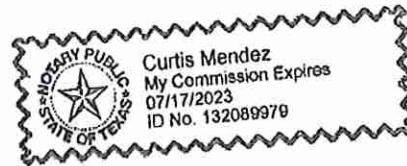
STATE OF TEXAS

COUNTY OF BEXAR

Before me on 12/10/2020, personally appeared Lorenzo Garcia III and acknowledged to me that Lorenzo Garcia III executed the foregoing certificate for the purposes therein expressed.



NOTARY PUBLIC, STATE OF TEXAS



RESIGNATIONS

We, the undersigned do hereby resign as officers, managers, and members of Precision Strand & Rebar LLC, effective immediately.

Executed this 10th day of December 2020.



Morris Carlo White IV



Alejandro Gutierrez

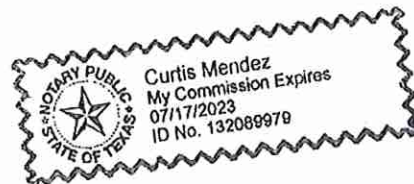
Notary Fiat

On this 10th day of December 2020, Morris Carlo White IV and Alejandro Gutierrez personally appeared before me and acknowledged the foregoing as their true and voluntary act.



Notary Public for and in the State of Texas

SEAL



INDEMNITY AGREEMENT

This Indemnity Agreement (this "Agreement") is made as of this 10th day of December, 2020 (the "Effective Date") by and between Lorenzo A. Garcia III (the "Indemnitor"), and Alejandro Gutierrez, Morris Carlo White IV and GWC Homes & General Contracting LLC (individually and collectively, "Indemnatee"). Indemnitor and Indemnatee may be referred to individually as "Party" and collectively as "Parties".

WHEREAS, Indemnitor and Indemnatee have entered into a Membership Interest Transfer Agreement dated December 10, 2020;

WHEREAS, As part of the consideration for the Membership Interest Transfer Agreement Indemnitor has agreed to indemnify Indemnatee for all debts of the Company (as defined in the Membership Interest Transfer Agreement) for which Indemnatee may serve as a personal guarantor (the "Activity")

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Indemnitor and Indemnatee agree as follows:

1. **Indemnification.** To the extent permitted by law, Indemnitor will indemnify, defend and hold harmless Indemnatee from any and all claims, actions, liabilities, suits, injuries, demands, obligations, losses, settlements, judgments, damages, fines, penalties, costs and expenses, including attorney's fees and other expenses, (collectively, a "Claim") arising out of or relating to any debt of Precision Strand & Rebar LLC on which Indemnatee serves as a personal guarantor.
2. **Exceptions.** Indemnitor's obligation to indemnify, defend and hold harmless Indemnatee shall not extend to any Claim arising from the sole negligence or willful misconduct of Indemnatee. Indemnitor is not obligated to indemnify Indemnatee against any Claim to the extent the Indemnatee has been reimbursed for such Claim under an insurance policy.
3. **Notice of Claim.** Indemnatee must provide Indemnitor notice of any Claim within thirty (30) business days after obtaining knowledge of such Claim. Such notice will set forth in detail the Claim and the basis for indemnification under this Agreement.
4. **Duty to Defend.** In the event any Claim is brought against Indemnatee within the scope of this Agreement, Indemnitor reserves the right to assume the defense of the Claim. If Indemnitor elects not to assume the defense of the Claim, Indemnatee may pursue its own defense of the

Claim and seek reimbursement from the Indemnitor. If Indemnitor assumes the defense of the Claim, Indemnitor shall not settle any Claim without the prior written consent of the Indemnatee, which consent shall not be unreasonably withheld. If Indemnatee pursues its own defense of the Claim, Indemnatee shall not settle any Claim without the prior written consent of Indemnitor, which consent shall not be unreasonably withheld.

5. Mutual Representations. The Parties represent and warrant that they are duly authorized and have the power and authority to execute and deliver this Agreement, and this Agreement constitutes a legally, valid and binding obligation on the Parties.

6. Amendments. This Agreement may be amended or modified only by written agreement signed by all Parties.

7. Notices. Any notice or other communication given or made to a Party under this Agreement shall be in writing and delivered by hand, sent overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above, or to another address as that Party may subsequently designate by notice, and shall be deemed given on that date of delivery.

8. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, not including its conflicts of law provisions.

9. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

10. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

11. Assignment. No Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

13. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

15. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

16. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the subject matter.


IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the first date written above.

SIGNATURES




Indemnitor Signature **Lorenzo A. Garcia III**

Indemnitor Full Name



Indemnitee Signature **Alejandro Gutierrez**


Indemnitee Full Name



Indemnitee Signature **Morris Carlo White IV**

Indemnitee Full Name

GWC Homes & General Contracting LLC

By: 

Morris Carlo White IV, Manager