MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
November 18, 2025

HAL BALDWIN MUNICIPAL COMPLEX COUNCIL CHAMBERS
1400 SCHERTZ PARKWAY BUILDING #4
SCHERTZ, TEXAS 78154

CITY OF SCHERTZ CORE VALUES
Do the right thing
Do the best you can
Treat others the way you want to be treated
Work cooperatively as a team

AGENDA
TUESDAY, NOVEMBER 18, 2025 at 6:00 p.m.

Call to Order

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

Employee Introductions

- Engineering - Lee Harris, Senior Engineer
- Library - Joshua Romero, Senior Librarian; Michelle Tyo, Library Assistant

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.Rodriguez)

Hearing of Residents

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

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

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

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

Consent Agenda Items

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

1. **Minutes** – Approval of the minutes from the City Council Meeting on October 21, 2025 (S.Edmondson/S.Courney)

2. **Resolution 25-R-151** – Authorizing a contract with Blackrock Construction for the IH-35 NEX sewer relocation project (B.James/K.Woodlee/E.Schulze)

3. **Resolution No. 25-R-152** – Authorizing a Task Order agreement with Halff Associates, Inc. for Inspection Services relating to the Relocation of Utilities for the IH-35 NEX Project (B.James/K.Woodlee/E.Schulze)

4. **Resolution 25-R-150** - Accepting the Motor Vehicle Crime Prevention Authority grant and authorizing expenditure of funds with Insight Public Sector, Inc and All Safe Industries (J.Lowery/H.Fahnert)

5. **Resolution 25-R-157** - Authorizing an agreement with Miovision Technologies for Opticom Intersection Preemption Services (S.Williams/J.Lowery)

6. **Resolution 25-R-160 –** Authorizing an On-Call Pump & Motor Services Contract with Advanced Water Well Technologies, Kutscher Drilling, LTD, and Lonestar Armature (B.James/L.Busch/N.Ferris)

7. **Resolution 25-R-149 –** Authorizing on-call materials contracts with Asphalt Patch Enterprises, Inc, Brauntex Materials, Inc, Express Metered Concrete LLC, and Vulcan Construction Materials LLC (B.James/L.Busch/N.Ferris)

Discussion and Action Items

8. **Nominations for the Schertz-Seguin Local Government Corporation (SSLGC) Board of Directors**

9. **Resolution 25-R-159** - Approving a Bond Order for Cibolo Creek Municipal Authority (S. Gonzalez/J. Walters)

Public Hearings

10. **Ordinance 25-S-046** - Conduct a public hearing and consider a request to rezone approximately 11.03 acres of land from Pre-Development District (PRE) to Agricultural District (AD), generally known as 7703 Trainer Hale Road, approximately 1,700 feet north from the intersection of Trainer Hale Road and IH-10, more specifically known as Bexar County Parcel Identification Number 339346, City of Schertz, Bexar County, Texas (B.James/L.Wood/W.Willingham)

11. **Ordinance 25-S-047-** Conduct a public hearing and consider a request to rezone approximately 32 acres of land from General Business District-II (GB-2) to Single-Family Residential District (R-2), known as Guadalupe Property Identification Number 64558, City of Schertz, Texas (B.James/L.Wood/D.Marquez).

    WITHDRAWN BY APPLICANT- Public Hearing will be held / No Action will be taken by City Council

Closed Session

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

- Project:E-107

13. The City Council will meet in closed session in accordance with Section 551.072, Texas Government Code deliberation regarding the purchase, exchange, lease, or value of Real Properties for future roadways, roadway extensions, and roadway expansions; city facilities, drainage and detention; and general municipal uses.

Reconvene into Regular Session

14. Take any action based on discussion held in Closed Session under Agenda Item #12.

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

Information available in City Council Packets - NO DISCUSSION TO OCCUR

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

17. Check Report - September and October 2025 (S.Gonzalez/J.Walters)

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 12TH DAY OF NOVEMBER 2025 AT 6:45 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.
NAME/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 Rodriguez 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 Cibolo Valley Local Government Corporation-Ex-Officio	**Councilmember Macaluso – Place 3** Member Interview Committee Hal Baldwin Scholarship Committee TIRZ II Board
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 Place 7 (Vacant)** Member Main Street Committee Schertz-Seguin Local Government Corporation (SSLGC) Liaison Economic Development Corporation

Agenda No. 1.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 18, 2025**
Department:	**City Secretary**
Subject:	**Minutes – Approval of the minutes from the City Council Meeting on October 21, 2025 (S.Edmondson/S.Courney)**

Attachments

10-21-2025 Draft Minutes

D R A F T

MINUTES
REGULAR MEETING
October 21, 2025

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on October 21, 2025, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present:	Mayor Ralph Gutierrez; Councilmember Mark Davis; Councilmember Michelle Watson; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Robert Westbrook
Absent:	Councilmember Allison Heyward; Mayor Pro Tem (Vacant)
Staff present:	City Manager Steve Williams; City Attorney Daniel Santee; Deputy City Manager Brian James; Assistant City Manager Sarah Gonzalez; City Secretary Sheila Edmondson; Deputy City Secretary Sheree Courney

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

Special Announcements
Mayor Gutierrez announced the passing of Mayor Pro Tem Tim Brown and conveyed heartfelt condolences to his family and friends. Mayor Pro Tem Brown was a highly respected member of the City Council for many years. His commitment to the people of Schertz was evident in every decision he made and every conversation he held.

Mayor Gutierrez recognized two residents, Arturo and Eric, for their heroic action in rescuing a resident from a house fire on Mitchell, thanking them for their bravery, compassion, and dedication to others.

Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas. (Councilmember Macaluso)
Mayor Gutierrez provided the opening prayer and led the Pledges of Allegiance to the Flags of the United States and State of Texas.

Proclamations

Texas Chamber of Commerce Week - October 13-17, 2025 (Mayor Pro Tem Brown)
Councilmember Paul Macaluso presented the Texas Chamber of Commerce Week - October 13-17, 2025, proclamation to Ms. Maggie Titterington, President of The Chamber (Schertz-Cibolo-Selma area).

National First Responders Day - October 28, 2025 (Councilmember Westbrook)
Councilmember Robert Westbrook presented the National First Responders Day - October 28, 2025, proclamation to Fire Chief Greg Rodgers and members of the Schertz Fire and EMS Departments.

Domestic Violence Awareness Month-October 2025 (Councilmember Watson)
Councilmember Michelle Watson presented the Domestic Violence Awareness Month October 2025 proclamation to representatives of Thriving Hearts Crisis Center and Crime Victim Liaison Heather Davis of the Schertz Police Department.

Presentations

Recognition of the 2025 Emerging Leaders Class (S.Gonzalez/J.Kurz)
Mayor Gutierrez recognized Assistant City Manager Sarah Gonzalez, who explained that the Emerging Leaders Program started four years ago in an effort to develop and invest in City staff. The 2025 program covered a variety of leadership topics and introduced the participants to departments across the city and SSLGC, during this 9-month course. She thanked the participants, mentors, staff, and community leaders for their commitment to the success of the Emerging Leaders Program and specifically for the 2025 Emerging Leaders Class. Ms. Gonzalez then recognized each of the graduates as listed below:

- Ian King, Parks Maintenance Technician, Parks and Recreation
- Helen Lafitte, CID Officer, Police
- Daisy Marquez, Senior Planner, Planning
- Diego Martinez, Parks Maintenance Technician, Parks and Recreation
- Sgt. Scott Morehouse, Police
- Samuel Ramirez, Jr., CID Officer, Police
- Alanna Sumner, Development Specialist, Inspections
- Christina Timke, Permit Technician, Inspections
- Lt. Darienn Trotter, EMS
- Alexa Venezia, GIS Specialist, Information Technology

Fire Prevention Poster Contest Awards Presentation (G.Rodgers/B.Boney)
Mayor Gutierrez recognized Fire Marshal Ben Boney who presented the Fire Prevention Poster Contest Awards. There were 232 poster entries for which 658 votes were received. Winning posters were announced by Fire Inspector Jacob Amerson as follows:

- Kindergarten - 1st Grade
  3rd Place: Grace Freeman, 1st Grade, Schertz Elementary
  2nd Place: Luna Ellis, Kindergarten, Rose Garden Elementary
  1st Place: Caleb Villanueva, Kindergarten, Rose Garden Elementary

- 2nd - 3rd Grade
  3rd Place: Adelia Mitchell, 2nd Grade, Rose Garden Elementary
  2nd Place: Griffin Boney, 3rd Grade, Rose Garden Elementary

1st Place: Autry Huddleston, 3rd Grade, Rose Garden Elementary

- 4th Grade
  3rd Place: Jordan Scott, Founders
  2nd Place: Eden Carliole, Founders
  1st Place: Patience Lilly, Paschal Elementary

- Mayor's Choice - Adelia Mitchell, 2nd Grade, Rose Garden Elementary

City Events and Announcements

- Announcements of upcoming City Events (B.James/S.Gonzalez)
  Deputy City Manager Brian James provided the announcements of upcoming city events.

- Announcements and recognitions by the City Manager (S.Williams)
  City Manager Steve Williams recognized Brittany Rodriguez, congratulating her on promotion to EMS Billing Specialist. Mr. Williams also thanked Mr. Richard Weigold for the maintenance work he performed on the lawnmowers and Mr. Jake Oder for his time sharpening all the hand tools in the City Tool Shed.

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

Hearing of Residents

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Mayor Gutierrez who recognized Councilmember Mark Davis to read the list of residents. Councilmember Davis recognized the following resident:

Maggie Titterington, 1730 Schertz Parkway, who provided an update of The Chamber upcoming events.

Consent Agenda Items

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

1. **Minutes** - Approval of the minutes from the City Council Meeting on October 14, 2025 (S.Edmondson/S.Courney)

2. **Resolution 25-R-128** -Approving an amendment to the interlocal agreement (ILA) between the Lower Colorado River Authority (LCRA) and the City of Schertz (S.Williams/B.James)

   Mayor Gutierrez asked if any items needed to be removed from Consent for separate action.
   No items were removed.
   Mayor Gutierrez asked for a motion to approve Consent Agenda Items 1 and 2.

   Moved by Councilmember Robert Westbrook, seconded by Councilmember Michelle Watson

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

   Other: Councilmember Allison Heyward (ABSENT)

   Passed

Discussion and Action Items

3. **Resolution 25-R-148** - Authorizing a contract amendment with Marksmen General Contractors setting the Guaranteed Maximum Price (GMP) for construction of Fire Station #4 (S.Williams/G.Rodgers)
   Mayor Gutierrez recognized Fire Chief Greg Rodgers who presented a contract amendment with Marksmen General Contractors setting the maximum price for construction of Fire Station #4 and introduced Mr. Ryan Rosborough, AGCM Project Management. Mr. Rosborogh spoke about the guaranteed maximum price and provided renderings of Fire Station 4 to Council.

   Mayor Gutierrez opened the floor to Council for discussion.
   Councilmember Westbrook asked questions related to the layout of the facility, which were addressed by Chief Rodgers and Mr. Rosborogh.
   Mayor Gutierrez asked for a motion to approve Resolution 25-R-148.

   Moved by Councilmember Ben Guerrero, seconded by Councilmember Mark Davis

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

Other: Councilmember Allison Heyward (ABSENT)

Passed

Public Hearings

4. **Ordinance 25-S-041** - Conduct a public hearing and consider a request to amend the Comprehensive Land Use Plan – Future Land Use Map from Complete Neighborhood and Regional Corridor to Industrial Hub on approximately 96-acres of land, known as 10661 IH 10 E, more specifically known as Bexar County Property Identification Number 619206, City of Schertz, Bexar County, Texas (B.James/L.Wood/D.Marquez)

Mayor Gutierrez recognized Senior Planner Daisy Marquez who introduced Ordinance 25-S-041, a request to amend the Comprehensive Land Use Plan - Future Land Use Map from Complete Neighborhood and Regional Corridor to Industrial Hub on approximately 96 acres of land. Ms. Marquez presented a map outlining the subject property. She explained the allowable uses under the current land use designations. She stated 4 public notices were sent on July 24, 2025, with no responses being received to date, and a public hearing notice was published in the San Antonio Express on October 1, 2025. Applicant placed one sign on the property. The Planning and Zoning Commission met on September 3, 2025, and recommended approval with a 4-1 vote. Due to the unique location of the property within proximity of Loop 1604 and IH-10, the existing industrial zoning in the subject area, Staff recommended approval of Ordinance 25-S-041.

Mayor Gutierrez recognized Ms. Ashley Farrimond, attorney for the applicant. Ms. Farrimond explained the applicant is seeking comprehensive zoning to GB2 with a PDD overlay for the entire property because they are proposing one project for it. No variances are being requested. The development would be done in phases, with phase one being commercial, service-oriented space and phase two would be warehouse distribution type facilities. The back 68 acres would be dedicated to open space.

Mayor Gutierrez opened the Public Hearing at 7:05 p.m.
No residents came forward to speak.
Mayor Gutierrez closed the Public Hearing at 7:05 p.m.

Mayor Gutierrez opened the floor to Council for discussion.

Councilmember Guerrero asked why one of the Planning and Zoning Commissioners voted Nay. Ms. Marquez stated the commissioner did not appreciate that the Comprehensive Land Use Plan - Future Land Use Map had just been amended and an applicant was requesting an amendment to it.

Councilmember Macaluso asked how the amendment would serve the adjacent

residential area. Ms. Marquez and Mr. James explained that the proposed change would provide employment to the residents in the area. Mr. Macaluso stated that his understanding was that some service opportunities would be provided with the development, but the majority would not be, so he didn't see this as an improvement for the adjacent residents. Mr. James stated it's more of an employment concept, not retail or restaurants on the frontage road.

Mayor Gutierrez asked for a motion to approve Ordinance 25-S-041.

Moved by Councilmember Robert Westbrook, seconded by Councilmember Michelle Watson

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

NAY: Councilmember Paul Macaluso

Other: Councilmember Allison Heyward (ABSENT)

Passed

5. **Ordinance 25-S-042** - Conduct a public hearing and consider a request to rezone approximately 96 acres of land from General Business District (GB) and Manufacturing District - Light (M-1) to Planned Development District (PDD), known as 10661 IH 10 E, more specifically known as Bexar County Property Identification Number 619206, City of Schertz, Bexar County, Texas (B.James/L.Wood/D.Marquez)

Mayor Gutierrez recognized Senior Planner Daisy Marquez who introduced Ordinance 25-S-042, a request to rezone approximately 96 acres of land to Planned Development District (PDD). Ms. Marquez presented a map outlining the subject property. She explained the need for the PDD is to preserve the 100-year floodplain on approximately 70 acres. They propose to keep 68 acres undeveloped. Ms. Marquez stated 4 public notices were sent on July 24, 2025, with no responses being received to date, and a public hearing notice was published in the San Antonio Express on October 1, 2025. Applicant placed one sign on the property. The Planning and Zoning Commission held a public hearing on August 6, 2025. The item was motioned for continuance to the September 3, 2025, Planning and Zoning Meeting. At that meeting, they recommended approval with a 4-1 vote. Due to the proposed amended Future Land Use Map Designation to Industrial Hub, the increased screening for residential uses, restriction on uses allowed in the proposed PDD, and the increase of landscaping requirements, Staff recommended approval of Ordinance 25-S-042.

Mayor Gutierrez recognized Ms. Ashley Farrimond, attorney for the applicant. Ms. Farrimond explained the applicant is seeking the zone change to PDD because it is the best option for the property. The uses permitted would be office, office warehouse, service oriented, smaller retail and then the distribution in the back. It also provides a buffer for the residents.

Mayor Gutierrez opened the Public Hearing at 7:30 p.m.
No residents came forward to speak.
Mayor Gutierrez closed the Public Hearing at 7:30 p.m.

Mayor Gutierrez opened the floor to Council for discussion.

Councilmember Macaluso stated that he feels a PDD should only be used for superior development, which he doesn't see in this project.

Councilmember Guerrero expressed concerns regarding EMS response times.

Mayor Gutierrez asked for a motion to approve Ordinance 25-S-042.

Moved by Councilmember Mark Davis, seconded by Councilmember Michelle Watson

AYE:	Councilmember Mark Davis, Councilmember Michelle Watson, Councilmember Ben Guerrero, Councilmember Robert Westbrook
NAY:	Councilmember Paul Macaluso
Other:	Councilmember Allison Heyward (ABSENT)
Passed	

Requests and Announcements

- Requests by Mayor and Councilmembers for updates or information from Staff

Mayor Gutierrez stated there would be a Workshop Session on November 18, 2025.
There were no requests for updates or information from Staff from Councilmembers.

- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda

There were no requests by Mayor or Councilmembers that items or presentations be placed on a future City Council agenda.

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

Councilmember Macaluso attended the Panera Bread Ribbon-cutting at Schertz Station.

Councilmember Guerrero attended Cemetery function and the Panera Bread Ribbon-Cutting.

Councilmember Westbrook attended the Rotary Fairway for Kids Golf Tournament and The Chamber luncheon.

Adjournment
Mayor Gutierrez adjourned the meeting at 7:34 p.m.

_____
Ralph Rodgriguez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Agenda No. 2.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 18, 2025**
Department:	**Engineering**
Subject:	**Resolution 25-R-151 – Authorizing a contract with Blackrock Construction for the IH-35 NEX sewer relocation project (B.James/K.Woodlee/E.Schulze)**

BACKGROUND

Due to conflicts with the Texas Department of Transportation's (TxDOT) proposed IH-35 NEX Project, the City of Schertz must relocate existing sewer mains that have been identified to be in conflict. Easements needed for the relocation have been acquired across five (5) parcels outside the limits of the TxDOT project.

Bids for the IH-35 NEX Sewer Relocation Project were opened on October 2, 2025. Four bids were received. Of the bids, the lowest bid was from Blackrock Construction. Staff has reviewed the bids and supporting documentation and determined that the bid from Blackrock Construction is acceptable.

GOAL

To obtain authorization from Council to execute a contract with Blackrock Construction for $1,787,074 and a not to exceed amount of $2,000,000.00, for the construction of the IH-35 NEX Sewer Relocation Project.

COMMUNITY BENEFIT

The utility relocation is necessary to avoid conflicts with TxDOT's proposed improvements along the IH-35 NEX corridor and maintain sewer service to this area of the city.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that Council authorize execution of the construction contract for the IH-35 NEX Sewer Relocation Project with Blackrock Construction for $1,787,074.00 and a not to exceed amount of $2,000,000.00.

FISCAL IMPACT

The cost of the project shall not exceed $2,000,000.00. Sewer Reserves will provide the initial funding of the construction efforts, but will be reimbursed by TxDOT due to this being an interstate highway project.

RECOMMENDATION

Approve Resolution 25-R-151.

Attachments

Resolution 25-R-151 w attachment

RESOLUTION 25-R-151

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONSTRUCTION CONTRACT WITH BLACKROCK CONSTRUCTION RELATING TO THE IH 35NEX SEWER RELOCATION PROJECT.

WHEREAS, The City staff of the City of Schertz (the "City") has recommended that the City accept the bid from Blackrock Construction relating to the IH 35NEX Sewer Relocation Project and approve the project expenditures; and

WHEREAS, City staff has received qualifications indicating that Blackrock Construction is qualified to provide such services for the City; and

WHEREAS, the project is necessary to avoid conflict with TxDOT improvements as part of their IH 35NEX project; and

WHEREAS, the City has executed a Standard Utility Agreement (SUA) with TxDOT under Resolution 25-R-024; and

WHEREAS, the project will be initially funded from the Sewer Reserves but will be reimbursed by TxDOT as outlined in the SUA

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 contract in substantially the form set forth on Attachment 1 with Blackrock Construction for an amount of $1,787,074.00, with an amount not to exceed $2,000,000.00.

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Attachment 1

IH 35NEX Sewer Relocation Project

Blackrock Construction Contract

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

THIS AGREEMENT is by and between City of Schertz ("Owner") and

Blackrock Construction ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: IH-35 NEX Sewer Relocation Project

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: IH-35 NEX Sewer Relocation Project

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Schertz.

3.02 The Owner has retained the City of Schertz Engineering Department ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Contract Times: Days

B. If a contract is awarded for multiple schedules, the Work is expected to be substantially completed within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date of substantial completion. The number of days to substantial completion will be negotiated with the successful bidder and shall be within the range listed in this paragraph. If multiple schedules are awarded, the following Contract Times will apply for each schedule.

C. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1.

4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

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and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of:

1. **Six hundred dollars ($600.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by Owner as a result of the failure of Contractor to complete within the Contract Time.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on a monthly basis during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

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a. 95 percent of Work completed (with the balance being retainage); and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to the full amount of the contract, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

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F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages A-1 to A-7, inclusive).
2. Performance bond (pages PB-1 to PB-3, inclusive).
3. Payment bond (pages PYB-1 to PYB-3, inclusive).
4. General Conditions consisting of 68 pages of a modified version of EJCDC C-700, having a title page with the general title: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.
5. Supplementary Conditions (pages SC-1 to SC-16, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of 28 sheets with each sheet bearing the following general title: IH 35NEX Sewer Relocation Project.
8. Addenda (numbers ___ to ___, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages BF-1 to BF-5, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

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C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

B. Certifications required by State Law

1. *Non-Boycott of Energy.* Contractor certifies that either (a) it does not boycott Israel and will not boycott energy companies; and (b) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

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

10.06 *Other Provisions*

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

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
City of Schertz	Blackrock Construction
By:	By:
Title: City Manager	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
1400 Schertz Parkway	2400 Hwy 287 N Suite 100
Schertz, TX 78154	Mansfield, TX 76063
	License No.: *(where applicable)*

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

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BID FORM

CITY OF SCHERTZ – IH-35 NEX SEWER RELOCATION PROJECT

RFP #2025 – 010

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ARTICLE 1 – BID RECIPIENT

1.01 All bids shall be submitted electronically via the Schertz City Portal:

https://schertz.bonfirehub.com/portal/?tab=openOpportunities

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

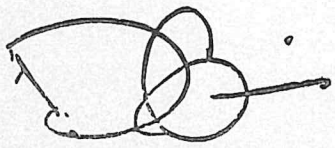
2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
_____	_____
_____	_____
_____	_____
_____	_____



B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

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

Item No.	Spec. No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
1	01502	MOBILIZATION	LS	1	75,000.00	75,000.00
2	02081	SANITARY SEWER INTERNAL DROP MANHOLE (5' DIA.)	EA	1	16,885.00	16,885.00
3	02082	SANITARY SEWER MANHOLE (5' DIA.)	EA	8	14,300.00	114,400.00
4	02221	REMOVE SANITARY FORCE MAIN (4")	LF	460	20.00	9,200.00
5	02221	REMOVE SANITARY SEWER MAIN (8")	LF	194	22.00	4,268.00
6	02221	REMOVE SANITARY SEWER MAIN (10")	LF	1050	25.00	26,250.00
7	02221	REMOVE SANITARY FORCE MAIN (14")	LF	600	25.00	15,000.00
8	02221	REMOVE SANITARY SEWER MANHOLE	EA	10	750.00	7,500.00
9	02222	ABANDON SANITARY SEWER MAIN (8")	LF	745	20.00	14,900.00
10	02222	ABANDON SANITARY SEWER MAIN (16")	LF	378	30.00	11,340.00
11	02260	TRENCH EXCAVATION SAFETY PROTECTION	LF	2389	4.00	9,556.00
12	02448	8" CARRIER PIPE (PVC)	LF	602	75.00	45,150.00
13	02448	24" STEEL CASING (SEWER)	LF	622	282.00	175,404.00
14	02448	30" STEEL CASING (SEWER)	LF	328	368.00	120,704.00
15	02448	JACKING, BORING OR TUNNELING PIPE	LF	905	560.00	506,800.00
16	02506	8" PVC SANITARY SEWER LINE	LF	515	140.00	72,100.00
17	02506	10" PVC SANITARY SEWER LINE	LF	1163	148.00	172,124.00
18	02506	12" PVC SANITARY SEWER LINE	LF	15	157.00	2,355.00
19	02524	1" AIR RELEASE AND VACUUM RELIEF VALVE	EA	2	19,695.00	39,390.00
20	02531	SEWER MAIN TELEV INSPECTION (POST-CONST)	LF	2295	7.00	16,065.00
21	02532	14" CARRIER PIPE (HDPE) FORCE MAIN	LF	20	94.00	1,880.00
22	02532	16" CARRIER PIPE (HDPE) FORCE MAIN	LF	328	109.00	35,752.00
23	02532	14" HDPE SANITARY SEWER FORCE MAIN	LF	602	203.00	122,206.00
24	02532	16" HDPE SANITARY SEWER FORCE MAIN	LF	94	260.00	24,440.00
25	02534	SANITARY SEWER SERVICE STUB	EA	1	1,620.00	1,620.00
26	02534	SANITARY SEWER RECONNECTIONS	EA	5	5,160.00	25,800.00
27	03300	CAST-IN-PLACE SANITARY SEWER MANHOLE (5' DIA.)	EA	5	16,730.00	83,650.00
28	03315	EXTRA DEPTH MANHOLES (> 6') (5' DIA.) (VERTICAL FEET)	VF	27	390.00	10,530.00
29	SP 7299	SEWER LINE SPLIT STEEL CASINGS	LF	47	315.00	14,805.00
30	SP XXXX	LIFT STATION ABANDONMENT	EA	1	12,000.00	12,000.00
Total of All Unit Price Bid Items						$1,787,074.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 240 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 270 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

G. Form 1295 – Certificate of Interested Parties (Bidder must complete form online at www.ethics.state.tx.us/File); and

H. Prohibition on Contracts With Companies Boycotting Israel

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

BLACKROCK CONSTRUCTION

By:
[Signature]

[Printed name] DONNY GAMBLIN

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name] Carlos Jimenez

Title: OPERATIONS MANAGER

Submittal Date: 10/2/2025

Address for giving notices:

2400 HWY 287 N SUITE 100, MANSFIELD, TX 76063

Telephone Number: 512-738-6700

Fax Number:

Contact Name and e-mail address: DONNY GAMBLIN

donny@blackrockconstructiontx.com

Bidder's License No.: N/A

(where applicable)

Agenda No. 3.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 18, 2025**
Department:	**Engineering**
Subject:	**Resolution No. 25-R-152 – Authorizing a Task Order agreement with Halff Associates, Inc. for Inspection Services relating to the Relocation of Utilities for the IH-35 NEX Project (B.James/K.Woodlee/E.Schulze)**

BACKGROUND

The Texas Department of Transportation (TxDOT) IH-35 NEX Project is to widen the right of way and paving of IH=35 from Pasatiempo Drive to Country Club Boulevard in the City of Schertz.

The City has executed a Standard Utility Agreement (SUA) with TxDOT to relocate its utilities that have been identified to be in conflict with the highway improvements.

The City's sewer relocation will be by non-joint bid where the City will hire a contractor to perform the relocation services primarily because most of the sewer will be located within newly acquired easements. The water relocation will be by joint bid where the TxDOT contractor will perform the relocation. The City will still inspect the construction of both utilities to ensure proper installation and testing are done before the new lines are connected and placed into service.

Staff is recommending hiring a third-party inspector due to the nature and location of this project. Halff Associates, Inc., one of the City's on-call Engineers, has designed the water and sewer relocation plans and is familiar with the location and operation of City utilities along IH-35 and has experience with City utility relocation projects along TxDOT roadways and is fully equipped to provide inspection services to the City.

GOAL

The goal of Resolution 25-R-152 is to authorize an agreement with Halff Associates to perform inspection services required with the construction of the water and sewer relocation as related to the TxDOT IH-35 NEX project.

COMMUNITY BENEFIT

The utility relocation is necessary to avoid conflicts with TxDOT's proposed improvements along the IH-35 NEX corridor. Having a third-party inspector will help with the overall management of construction, which will be done by multiple contractors and at various times and locations.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 25-R-152 authorizing the inspection services task order agreement with Halff Associates, Inc. for the IH-35 NEX Project.

FISCAL IMPACT

Halff's base fee is $323,455 with a not to exceed amount of $350,000. Funding for the inspection services has been allocated from the City's Water and Sewer Construction Reserves. The City will have to provide initial funding, however, this project is 100% reimbursable because it's a federal interstate project.

RECOMMENDATION

Approve Resolution 25-R-152.

Attachments

Resolution 25-R-152 with attachments

RESOLUTION 25-R-152

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A TASK ORDER AGREEMENT WITH HALFF ASSOCIATES, INC, FOR INSPECTION SERVICES RELATING TO THE RELOCATION OF UTILITIES FOR THE IH 35NEX PROJECT

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City enter into an agreement for inspection services for the IH 35NEX relocation project; and

WHEREAS, Halff Associates, Inc. is an approved on-call Engineering Firm for the City of Schertz; and

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

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

WHEREAS, the City has executed a Standard Utility Agreement (SUA) with TxDOT under Resolution 25-R-024; and

WHEREAS, the project will be initially funded from the Sewer Reserves but will be reimbursed by TxDOT as outlined in the SUA

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 a Task Order Agreement in substantially the form set forth in Exhibit A with Halff Associates, Inc. for the IH 35NEX Relocation Project for $323,455 with a not to exceed amount of $350,000**.**

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

EXHIBIT A

Task Order with Halff Associates for Inspection Services related to the IH 35 NEX Project

April 14, 2025
AVO 57460.001

Eric Schulze, P.E.
Sr. Engineer
City of Schertz Engineering
11 Commerce Place
Schertz, TX 78154
210.619.1840 | eschulze@schertz.com

RE: IH-35 NEX North Water and Wastewater Relocation Construction Services

Dear Mr. Schulze:

We are pleased to present this proposal to provide professional services related to the IH-35 NEX North Water and Wastewater Construction Services. We greatly value our ongoing partnership with the City of Schertz and are grateful for the opportunity to collaborate with you on this project.

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

Sincerely,
HALFF ASSOCIATES, INC.

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

Attachments: E-505 2020 Part 3 Task Order Form and Exhibit A

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

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

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

PART 3 OF 4: TASK ORDER FORM

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

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TASK ORDER NO. 2

This is Task Order No. **[_2_]**, consisting of 5 pages.

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

1. TASK ORDER DATA

a.	Effective Date of Task Order:	**_____, 2025**
b.	Owner:	**City of Schertz**
c.	Engineer:	**Halff Associates, Inc.**
d.	Specific Project (title)	**IH-35 NEX North Water and Wastewater Relocation Construction Services**
e.	Specific Project (description):	**Construction Observations for approximately 23,214 linear feet of water and approximately 2,992 linear feet of wastewater from Schertz Parkway to Country Club Boulevard**
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	**Related Task Order: IH-35 NEX North Water and Wastewater Relocation Design**

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.

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Specific Project Title:	IH-35 NEX North Water and Wastewater Relocation Construction Services
Type and Size of Facility:	Construction Observations for 23,214 LF of Water and 2,992 LF of Wastewater relocations
Description of Improvements:	Utility Relocations
Expected Construction Start:	July 2025
Prior Studies, Reports, Plans:	IH-35 NEX North Water and Wastewater Relocation Design
Facility Location(s):	Along IH-35 from Schertz Parkway to Country Club Boulevard
Current Specific Project Budget:	Construction Cost: Water ($7.4M) and Wastewater ($2.2M)
Funding Sources:	TxDOT Reimbursement
Known Design Standards:	City of Schertz and TxDOT Design Standards
Known Specific Project Limitations:	N/A
Specific Project Assumptions:	N/A
Other Pertinent Information:	N/A

3. SERVICES OF ENGINEER ("SCOPE")

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

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

B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

C. Resident Project Representative (RPR) Services: **(Does not apply)**

1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.

D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and

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

4. DELIVERABLES SCHEDULE

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

1. Water Relocation is assumed to be 18-months.
2. Wastewater Relocations is assumed to be 3-months.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:

1. The Owner shall provide As-built drawings for public utilities within the ROW, adjacent development plats, and future project utility layouts.

6. TASK ORDER SCHEDULE

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

7. ENGINEER'S COMPENSATION

A. The terms of payment are set forth in Article 4 of the Main Agreement.

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

Description of Service	Amount	Basis of Compensation
1. Project Startup & Management & Coordination	**$28,345.00**	**Lump Sum**
a. Project Management and Coordination	$8,080.00	**Lump Sum**
b. Prepare Monthly Invoices & Progress Reports	$8,085.00	**Lump Sum**
c. Project Meetings	$12,180.00	**Lump Sum**
2. Wastewater Observation	$**43,650.00**	**Lump Sum**
a. Construction Observation	$39,150.00	**Lump Sum**
b. Construction Truck	$4,500.00	**Lump Sum**

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3. Water Observation	**$251,460.00**	**Lump Sum**
a. Construction Observation	$224,460.00	**Lump Sum**
b. Construction Truck	$27,000.00	**Lump Sum**
TOTAL COMPENSATION (Items 1-3)	**$323,455.00**	**Lump Sum**

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. **(Not Applicable)**

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 **(Schedule provided in Section 4 of this Task Order)**

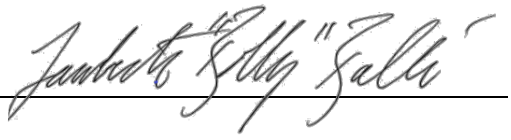
C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order **(Does not apply)**

D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form) **(Does not apply)**

E. Other:

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

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OWNER:	ENGINEER:
By:	By: 
Print Name:	Print Name: Lamberto J. Balli, PE
Title:	Title: Vice President/ Director of Public Works
	Engineer's License or Firm's F-312
	State of: Texas
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name:	Name: Luis A. Cardona, PE
Title:	Title: Public Works Team Leader/Project Manager
Address:	Address: 100 NE Loop 410, Suite 701, San Antonio, Texas 78216
E-Mail Address:	E-Mail Address: lcardona@halff.com
Phone:	Phone: 210-704-1379
Date:	Date: April 14, 2025

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EXHIBIT A

April 14, 2025 (Revision 2)
AVO 035005.015

Eric N. Schulze, PE
Sr. Engineer
City of Schertz Engineering
11 Commercial Place | Schertz, Texas 78154
210-619-1840 | eschulze@schertz.com

Re: **IH 35 NEX North Water and Wastewater Relocations – Construction Observations**

Mr. Schulze,

Halff is pleased to submit this scope and fee proposal to perform construction observation services to observe the construction work for progress and quality, and to assist with the primary goal that the work is proceeding in accordance with the approved plans and specifications for the IH-35 NEX North from Schertz Parkway to Country Club Boulevard Sanitary Sewer Relocation, and IH-35 NEX North from Schertz Parkway to Country Club Boulevard Water Relocation.

PROJECT UNDERSTANDING

The project includes the following:

- The project consists of the following utility relocations:

IH-35 NEX North Utility Relocation		
Utility To Be Relocated	From	Length (ft)
Water	Schertz Parkway to Country Club Boulevard	± 23,214
Wastewater	Schertz Parkway to Country Club Boulevard	± 2,992

- Halff will serve as the City of Schertz (Owner) project field representative and report on observed field condition and coordinate materials and lab testing with contractors testing lab for quality control.

CONSTRUCTION OBSERVATION SERVICES

Halff will perform construction observation services to observe the construction work for progress and quality, and to assist with the primary goal that the work is proceeding in accordance with the approved plans and specifications. Specifically, Halff's scope includes:

a. General

- Halff will provide a representative for construction observation services for the project.
- Halff Representative (HR) will perform site visits for an average estimated on-site time of 20 hours per week (3 to 5 visits per week) unless the contractor is not working, or weather prohibits construction.

- Others are responsible for the preparation of the contract and construction documents.
- HR shall have the authority to stop the contractor's work at any time.

b. Conferences and Meetings

- HR will attend meetings with the Contractor. Meetings include:
    i. Progress Meetings
    ii. Job Conferences
    iii. Project related meetings directed to attend by the Owner.
- The HR, the contractor, and the City's Public Works Director are anticipated to attend these meetings.

c. Communications

- HR will serve as the Owner's liaison with the Contractor. The HR will work with the contractor's authorized representative or designee and assist in providing information regarding the provisions and intent of the Contract Documents.
- HR will assist in serving as Owner's Liaison with the Contractor when Contractor's operations affect the Owner's on-site operations.
- HR will obtain from the Owner additional details or information, when observing relative to construction is in accordance with plans and specifications.
- HR will report when clarifications and interpretations of the Contract Documents are needed. HR will transmit to Contractor any clarifications and interpretations issued.

d. Modifications and Deviations from Contract

- Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report such suggestions.
- Deviations from the Contract Documents will be pointed out by HR to the contractor, EOR and Owner and will be noted in the HR's inspection report. These issues shall be logged and tracked for progress.
- The HR will continue to monitor deviation until the deviation is addressed and resolved. In the event the Contractor fails to address the deviation in a timely manner, the HR shall notify the Owner.
- HR, with Owner approval, may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are consistent with the intent of the contract documents. These minor variations shall be thoroughly noted and documented by the HR.
- Report to Owner whenever the HR believes that any part of the Contractor's work in progress is defective, will not produce a completed Project that generally conforms to the Contract Documents, or will imperil the integrity of the design concept of the completed project as functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Owner of that part of work in progress that HR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

e. Record Keeping and Reporting

- Prepare a weekly report, recording observed Contractor's and Subcontractors presence at the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions. Site visitors, deliveries of equipment or materials, known weekly activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to EOR and Owner.

- Maintain records for use in preparing Project Documentation.
- Furnish to EOR and Owner periodic reports as required of progress of the work and of Contractor's compliance with the Progress Schedule and schedule of shop drawings and Sample submittals.
- Draft and recommend to EOR proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor. Immediately notify EOR and Owner of the occurrence of Site incidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
- Maintain progress photos/videos of contractor's work. Photos shall focus on subsurface work, areas in which problems are encountered, contractor's nonconformance, and other critical areas and items as encountered.

f. Contractor Pay Applications

- EOR to review the application for payment with the Contractor for compliance with the schedule of quantities, work completed, materials and equipment delivered at the project site, but not incorporated in the work and recommend approval or report any observed discrepancies to the EOR and Owner.

MISCELLANEOUS

Miscellaneous services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee. Additional Services, not included in the Scope of Services, will be negotiated with the City as needed and will be determined prior to beginning such additional service. Fees for services will be billed monthly, based on number of hours worked.

The following are assumption used in the fee proposal for these services:

a. Water relocation duration of 18 months
b. Wastewater relocation duration of 3 months
c. No overtime, holidays, or weekend hours.
d. After hour observations will be on an as needed basis (shutoffs, tie-ins, etc.)
e. Travel time to and from the site is billable (unless inspector is being utilized full-time)
f. Inspector can bill coordination time with the City, Contractor, Material Testing Lab, etc.
g. Halff will not conduct any material testing.

DELIVERABLES

- Site observation reports for documentation of inspection activities and construction work activities provided weekly.

ITEMS EXCLUDED FROM SCOPE OF SERVICES

- Construction materials testing – Halff will not conduct any material testing.
- Consultant shall not at any time direct, control, or have any authority over any Contractor's work without prior authorization from Owner, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety

at the project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work.

- Acquiring Right of Entries
- Coordination with applicable known utility companies prior, during, or after construction.
- Design of any kind.
- Geotechnical services during construction, including geotechnical borings, materials testing, compaction testing or sieve analysis of any kind.
- Permit Fees, review fees or impact fees.

Halff's Representative shall not:

- Authorize any deviation from the Contract Documents or substitutions of materials or equipment (including "or-equal" items).
- Exceed Limitations of Engineer's authority as set forth in the Contract Documents.
- Undertake any of the responsibilities of Contractor, Subcontractors, or suppliers.
- 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.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Owner.
- Accept Shop Drawings or Sample submittals from anyone other than Contractor.
- Authorize Owner to occupy the Project in whole or in part.

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided. Additional services, if requested, will be separately identified, and negotiated and such additional scope and commensurate fee will be authorized under a supplemental agreement to this proposal/contract.

FEE AND SCHEDULE

Fees are on a Cost-Plus Max basis and will be billed monthly at the approved hourly rates based on time spent on the project. Amount will not be exceeded without authorization from the City. Direct costs (mileage, etc.) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1. The billing rates are inclusive of mileage and will be the actual rates shown on invoice.

The estimated fee for construction observation services under this agreement will be for a Lump Sum fee of **$323,455.00** and will not be exceeded without prior approval from the City of Schertz.

Basic Services

A.	Project Management and Coordination	$ 28,345.00
B.	Wastewater Construction Observations	$ 43,650.00
C.	Water Construction Observations	$ 251,460.00
Total Basic Services		**$ 323,455.00**

GRAND TOTAL	**$ 323,455.00**

Assumptions:

- 18-month water relocation project duration.
- 3-month wastewater relocation project duration.
- 3 – 5 site visits per week (20 hours per week for 21 months).
- Truck rate shown on estimate included
- Travel time is billable portal to portal
- Inspector can bill coordination time with contractor, testing lab, city, etc.
- No testing to be provided by Halff
- No overtime

We appreciate this opportunity to work with you on this project. If you have any questions or need additional information, please feel free to contact me by phone at (210) 798-1895 or email at lcardona@halff.com.

Sincerely,



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

APPROVED:

This work will be performed in accordance with the "Agreement For Professional Engineering Services" entered into by the City of Schertz and Halff Associates, Inc. dated October 17, 2019. This will be considered supplemental services to Task Order No.15 under this contract. It is understood and agreed that by signing this proposal you agree with the above scope and fee. If the scope and/or fee is not acceptable, please notify us immediately.

By:_____ _____

Print Name Signature

Title: _____

Date: _____

EXHIBIT B - FEE SCHEDULE

IH35_NEX_Utility_Relocations Construction Services - City of Schertz

Estimated Level of Effort

POSITION DESCRIPTION		No. Sheets	Sr. Project Manager/QAQC	Project Manager/ Sr. Engineer	Mid Project Engineer	Engineer EIT	Sr. Construction Inspector	Admin Assistant	Construction Truck (mo)	Total Labor hrs.	Cost
BILLABLE LABOR RATES			$290.00	$235.00	$195.00	$160.00	$145.00	$95.00	$1,500.00		
			Hour	Hour	Hour	Hour	Hour	Hour	Month		
PHASE 1											
PROJECT STARTUP & MANAGEMENT & COORDINATION											
	a) Project Management and Coordination (21 months construction)		20					24		44	$8,080.00
	b) Prepare Monthly Invoices and Progress Reports (Assumes 21 Invoices)		21					21		42	$8,085.00
	c) Project Meetings (Assumes 20 meetings)		21				42			63	$12,180.00
	Total Hours		62	0	0	0	42	45	0	**149**	
SUMMARY											
	HOURS SUB-TOTALS		62	0	0	0	42	45	0	**149**	-
	BILLABLE RATE		$290.00	$235.00	$195.00	$160.00	$145.00	$95.00	$1,500.00		-
	TOTAL - PHASE 1		**$17,980.00**	**$0.00**	**$0.00**	**$0.00**	**$6,090.00**	**$4,275.00**	**$0.00**		**$28,345.00**
PHASE 2											
WASTEWATER OBSERVATION											
TASK 1	Construction Observation (Assumes 3 months Construction)		15				240		3.00	255	$39,153.00
TASK 2										0	$0.00
TASK 3										0	$0.00
	Total Hours		15	0	0	0	240	0	3	**255**	
SUMMARY											
	HOURS SUB-TOTALS		15	0	0	0	240	0	3	**255**	-
	BILLABLE RATE PER		$290.00	$235.00	$195.00	$160.00	$145.00	$95.00	$1,500.00		-
	TOTAL - PHASE 2		**$4,350.00**	**$0.00**	**$0.00**	**$0.00**	**$34,800.00**	**$0.00**	**$4,500.00**		**$43,650.00**
PHASE 3											
WATER											
TASK 1	Construction Observation (Assumes 18 months Construction)		54				1440		18	1494	$224,478.00
										0	$0.00
										0	$0.00
										0	$0.00
	Total Hours		54	0	0	0	1440	0	18	**1494**	
SUMMARY											
	HOURS SUB-TOTALS		54	0	0	0	1440	0	18	**1494**	-
	BILLABLE RATE		$290.00	$235.00	$195.00	$160.00	$145.00	$95.00	$1,500.00		-
	TOTAL - PHASE 3		**$15,660.00**	**$0.00**	**$0.00**	**$0.00**	**$208,800.00**	**$0.00**	**$27,000.00**		**$251,460.00**
TOTAL PROJECT SUMMARY											
	HOURS SUB-TOTALS		131	0	0	0	1722	45	21	**1898**	$323,455.00
	BILLABLE RATE		$290.00	$235.00	$195.00	$160.00	$145.00	$95.00	$1,500.00	**1898**	
	TOTAL PROJECT SUMMARY		**$37,990.00**	**$0.00**	**$0.00**	**$0.00**	**$249,690.00**	**$4,275.00**	**$31,500.00**		**$323,455.00**

Agenda No. 4.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 18, 2025**
Department:	**Police Department**
Subject:	**Resolution 25-R-150 - Accepting the Motor Vehicle Crime Prevention Authority grant and authorizing expenditure of funds with Insight Public Sector, Inc and All Safe Industries (J.Lowery/H.Fahnert)**

BACKGROUND

Under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43, Part 3, Chapter 57, eligible entities can receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for auto theft enforcement teams and to address motor vehicle burglaries. This grant program will help combat motor vehicle burglary and catalytic converter thefts in the jurisdiction.

The Schertz City Council approved Resolution 23-R-136 on October 15, 2024, to accept a grant from the Motor Vehicle Crime Prevention Authority (MCVPA) aimed at reducing motor vehicle burglaries and catalytic converter thefts. This grant allowed the City to obtain 17 License Plate Reader (LPR) cameras. This was a 20% match grant. We applied for an additional grant under resolution 25-R-061 on May 20, 2025, for a similar 20% match grant that council approved. This resolution is seeking grant funding to assist in paying for a renewal of the original 17 LPR cameras previously approved in 2024, an additional 24 LPR cameras and a SkyWatch Tower which includes training and delivery.

The City recommends accepting the FY25 grant award ($72,453.00 City match and $362,263.00 MCVPA grant funding) and using all funds to purchase the Flock Camera System from Insight Public Sector, Inc., an Omnia Partners cooperative vendor, and SkyWatch Towers from cooperative vendor All Safe industries. Purchases made in accordance with Texas Local Government Code Chapter 271, Subchapter F and the City of Schertz Purchasing Policy satisfy the requirement of a local government to seek competitive bids for the purchase of goods or services.

Flock LPR's have an annual fee that we anticipate paying for with future grants. If unable to identify funding, we can cancel our contract without any future financial obligation. The SkyWatch Tower will become city property upon acquisition.

GOAL

Mitigation of motor vehicle burglaries, including catalytic converter thefts.

COMMUNITY BENEFIT

The Flock Safety Camera System is designed to capture license plate numbers and vehicle details, and the SKYWATCH Tower System is used for video and surveillance, which can be crucial in deterrence and solving crimes. Providing real-time data and alerts on stolen vehicles, wanted suspects, or vehicles involved in crimes can help law enforcement quickly identify and apprehend offenders. This program utilizes installed cameras at strategic locations and business/private citizen cameras who sign up and elect to participate. Flock Safety systems frequently entail collaborative partnerships

with communities, wherein neighborhoods and businesses work in conjunction with law enforcement to implement and sustain surveillance cameras. This engenders a communal sense of accountability and cooperation in endeavors to prevent criminal activities. The conspicuous presence of surveillance cameras and/or towers can serve as a deterrent to illicit behavior. The awareness that their conduct is under observation and documentation can dissuade potential offenders from perpetrating crimes in areas encompassed by the system(s). The system's adaptability enables coverage of diverse locales, ranging from small residential areas to expansive urban regions. Its versatility empowers law enforcement to customize the deployment to address specific crime hotspots or areas of concern.

SUMMARY OF RECOMMENDED ACTION

The capacity of the system(s) to store and categorize footage enables law enforcement officers to efficiently review and search for pertinent information. This capability significantly reduces the time dedicated to investigations, allowing officers to allocate their time and resources more effectively. The implementation of the SkyWatch Tower System and Flock Safety cameras can heighten the sense of security within a community. The presence of monitoring and deterrent systems can provide reassurance to residents and potentially lead to a decrease in crime rates. The SkyWatch Tower System and Flock Safety cameras utilize high-resolution images and advanced machine learning algorithms, ensuring the accuracy and reliability of the captured data. This precision is essential for law enforcement in constructing cases and presenting evidence.

FISCAL IMPACT

Renewal for the existing Flock Camera System (17 LPR Cameras) will be purchased from Insight Public Sector, Inc. for $60,120. The City will pay $10,020 (approximately 17% of total cost) and the remaining amount will be reimbursed by the granting agency. The additional 24 new Flock Cameras will be purchased from Insight Public Sector, Inc. for $102,000. The City will pay $17,000 (approximately 17% of total cost) and the remaining amount will be reimbursed by the granting agency. The SkyWatch Tower System, to include training and delivery, will be purchased from All Safe Industries, Inc. for $272,596. The City will pay $45,433 (approximately 17% of the total cost) and the remaining amount will be reimbursed by the granting agency.

The total amount of the City's portion ($72,453) will be paid from FY25 funds and the remaining amount ($362,263) will be paid from FY25 funds (and then reimbursed).

RECOMMENDATION

Approve Resolution 25-R-150.

Attachments

Resolution 25-R-150 with attachments
Resolution 25-R-061 Fully Executed
24 Additional LPR's Flock Quote
SkyWatch Tower Quote
17 LPR Renewal Flock Quote

RESOLUTION NO. 25-R-150

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS ACCEPTING A GRANT AWARD FROM THE MOTOR VEIDCLE CRIME PREVENTION AUTHORITY TO MITIGATE MOTOR-VEHICLE BURGLARIES, CATALYTIC CONVERTER THEFTS, AND AUTHORIZING EXPENDITURES WITH INSIGHT LPR FOR THE FLOCK CAMERA SYSTEM AND WITH ALL SAFE INDUSTRIES, INC. FOR THE SKYWATCH TOWER SYSTEM

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

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle burglary and catalytic converter thefts; and

WHEREAS, the City of Schertz has agreed that in the event of loss or misuse of the grant funds, the City of Schertz assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority; and

WHEREAS, Schertz desires to accept the FY26 grant award and use all funds for purposes in compliance with the grant program requirement, and purchase the Flock Camera system from Insight LPR, an Omnia Partners cooperative vendor as well as a SkyWatch Tower System from All Safe Industries, Inc.; and

WHEREAS, purchases of materials, supplies, goods, services or equipment made in accordance with Texas Local Government Code Chapter 271, Subchapter F and the City of Schertz Purchasing Policy satisfy the requirement of a local government to seek competitive bids for the purchase of the goods or services;

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

Section 1. The City Council hereby accepts the grant from the Motor Vehicle Crime Prevention Authority and designates Steve Williams, Schertz City Manager, as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant (attached hereto as Exhibit A).

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

Section 3. The Flock Camera system will be purchased from Insight LPR, an Omnia Partners cooperative vendor in a total amount of $162,120, of which $27,020 will be paid by the City and the remaining amount reimbursable by the granting agency (attached as Exhibit A).

Section 4. The SkyWatch Tower system and necessary training and freight will be purchased from All Safe Industries, Inc. in total amount of $272,596 ($261,046 for the SkyWatch Advanced Bundle Package, $5,350 for mandatory training, and $6,200 for shipping of the SkyWatch Tower) of which $45,433 will be paid by the City and the remaining amount reimbursable by the granting agency (attached as Exhibit A).

Section 5. 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 6. 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 7. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 8. 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 9. 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 10. 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

FY26 SB224 Catalytic Converter Grant Motor Vehicle Crime Prevention Authority

Statement of Grant Award and Grantee Acceptance

FY26 SB224 ~~Catalytic~~ Converter Grant
Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance Notice

Grant Number:	**608-26-0940200C**
Grantee:	**City of Schertz**
Program Title:	**2026 Catalytic Converter Grant**
Grant Award Amount:	**$362,263**
Total Cash Match Amount:	**$72,453**
In-Kind Match Amount:	**$0**
Reimbursement Percent*:	**83.33%**
Grant Term:	**September 1, 2025 to August 31, 2026**

Grant Budget Summary: City of Schertz (App ID: 515)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	$0	$0	$0	
Fringe	$0	$0	$0	
Overtime	$0	$0	$0	
Professional and Contract Services	$0	$0	$0	
Travel	$0	$0	$0	
Equipment				
Supplies and Direct Operating Expenses (DOE)				
Total	$362,263	$72,453	$434,716	

*Reimbursement Percent: 83.33%: $362,263 MVCPA amount / ($362,263 MVCPA amount + $72,453 Cash Match)

That whereas, The **City of Schertz** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on April 14, 2025 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **2026 Catalytic Converter Grant** and further identified by grant number **608-26-0940200C** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY26 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **08/08/2025** and

Whereas, the Grantee desires to accept the FY26 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on April 14, 2025;

- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY26 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

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

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

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

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

APPROVED AND ACCEPTED BY:

Authorized Official

Steve Williams
City Manager
Schertz, Texas
Printed Name and Title

8/22/25
Date Signed

RESOLUTION 25-R-061

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE SCHERTZ POLICE DEPARTMENT TO APPLY FOR THE FY 2026 MOTOR VEHICLE CRIME PREVENTION AUTHORITY GRANT PROGRAM

WHEREAS, The Schertz City Council finds it in the best interest of the citizens of the City of Schertz that the FY 2026 Motor Vehicle Crime Prevention Authority Grant be operated for the Fiscal year 2026.

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

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle burglary, theft and catalytic converter theft; and

WHEREAS, the Schertz City Council is informed that there is a 20% matching fund requirement for said project. At this time, the whole 20% cash match contribution would be no more than $73,000, however, this amount may be reduced as the application is reviewed and items are removed.

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

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

WHEREAS, the Schertz Police Department will submit another resolution for approval if the grant is awarded to the Department. The new resolution will include the funds awarded and the scale of the project.

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED, this 20th day of May, 2025.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Sheila Edmondson

Flock Safety + TX - Schertz PD

Flock Group Inc.
1170 Howell Mill Rd. Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kevin Cutler
kevin.cutler@flocksafety.com
+13103076009

flock safety

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	TX - Schertz PD	Initial Term:	24 Months
Legal Entity Name:	TX - Schertz PD	Renewal Term:	24 Months
Accounts Payable Email:	apatterson@schertz.com	Payment Terms:	Net 30
Address:	1400 Schertz Pkwy Schertz, Texas 78154	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$72,000.00**
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	24	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	$1,250.00	13	$16,250.00
Professional Services - Standard Implementation Fee	$650.00	11	$7,150.00
		Subtotal Year 1:	$95,400.00
		Annual Recurring Subtotal:	$72,000.00
		Estimated Tax:	$0.00
		Contract Total:	$167,400.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$95,400.00
Annual Recurring after Year 1	$72,000.00
Contract Total	$167,400.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Flock Safety + TX - Schertz PD

Flock Group Inc.
1170 Howell Mill Rd. Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kevin Cutler
kevin.cutler@flocksafety.com
+13103076009

flock safety

flock safety

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Customer:	TX - Schertz PD	Initial Term:	24 Months
Legal Entity Name:	TX - Schertz PD	Renewal Term:	24 Months
Accounts Payable Email:	apatterson@schertz.com	Payment Terms:	Net 30
Address:	1400 Schertz Pkwy Schertz, Texas 78154	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$72,000.00**
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	24	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	$1,250.00	13	$16,250.00
Professional Services - Standard Implementation Fee	$650.00	11	$7,150.00
		Subtotal Year 1:	$95,400.00
		Annual Recurring Subtotal:	$72,000.00
		Estimated Tax:	$0.00
		Contract Total:	$167,400.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$95,400.00
Annual Recurring after Year 1	$72,000.00
Contract Total	$167,400.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: TX - Schertz PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

All Safe Industries, Inc.
10711 Electron Dr
Louisville KY 40299
888-972-3389
www.allsafeindustries.com

Quote

#QUO-28549

Expires 6/4/2025

Bill To
Schertz Police Department
ATTN: Henry Fahnert
1400 Schertz Pkwy
Schertz TX 78154

Ship To
Schertz Police Department
ATTN: Henry Fahnert
1400 Schertz Pkwy
Schertz TX 78154

D&B: 94-269-4308
CAGE: 1FZK7

Date	Cust Ref#	Terms	Sales Rep	Shipping Method
5/5/2025	HGAC Contract #EE11-24 Pricing	Net 30	Tionna Boston	Freight

Qty	Item #	Unit Price	Total Amount
1	**4231310-201** Advanced Bundle Package (Diesel) Includes: - SkyWatch Two Person (Diesel) Model - FLIR PT 606 HD Thermal Continuous Zoom/CCD, 35 mm, NTSC PTZ Camera including NVR, 24" Monitor, Joystick and Integration - FLIR Day/Night All Weather Dual PTZ Cameras - 3 Additional FLIR Day/IR Staring Cameras including integration - PA System - Roof Mounted Spot Lights (2)	$261,045.24	$261,045.24
1	**IS-SWTRAININGTE** SkyWatch Training - Includes - SkyWatch operational capabilities - Best practices for maintaining and servicing units - Component operational training for any purchased options i.e. cameras, wireless, etc - Manuals and other support information ***** NOTE ***** Training is mandatory for first-time purchases	$5,350.00	$5,350.00

Subtotal	$266,395.24
Discount Total	
Est. Shipping Cost	$6,200.00
Tax Total (0%)	$0.00
Total	$272,595.24

Quote valid for 30 days unless otherwise noted. Shipping is an estimate and will be prepaid and added to your invoice. Delivery time is estimated as of quote date and may be subject to change.

Flock Safety + TX - Schertz PD

_____

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

_____

MAIN CONTACT:
Hayden Webb
hayden.webb@flocksafety.com
+12106873559

Created Date: 11/04/2025
Expiration Date: 05/22/2024
Quote Number: Q-79698
PO Number:

flock safety

flock safety

Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1400 Schertz Pkwy Schertz, Texas 78154

Ship To: 1400 Schertz Pkwy Schertz, Texas 78154

Billing Company Name: TX - Schertz PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 24 Months
Renewal Term:
Payment Terms: Net 45
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$60,120.00**
Flock Safety Flock OS			
FlockOS® Advanced Package	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	11	Included
Flock Safety Falcon ®	Included	4	Included
Flock Safety Video Products			
Flock Safety Wing ™ Gateway - 128 Streams	Included	1	Included
Flock Safety Condor ™ PTZ w/ LTE Service	Included	2	Included
Flock Safety Wing ™ Gateway - 8 Streams	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	$1,125.00	11	$12,375.00
Professional Services - Standard Implementation Fee	$585.00	3	$1,755.00
Professional Services - Existing Infrastructure Implementation Fee	$135.00	1	$135.00
Professional Services - Wing Gateway Implementation Fee	$450.00	1	$450.00
Condor Professional Services - Standard Implementation Fee	$675.00	2	$1,350.00
Professional Services - Wing Gateway Implementation Fee	$450.00	6	$2,700.00

Subtotal Year 1:	$78,885.00
Annual Recurring Subtotal:	$60,120.00

Discounts:	$10,635.00
Estimated Tax:	$0.00
Contract Total:	$139,005.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$78,885.00
Annual Recurring after Year 1	$60,120.00
Contract Total	$139,005.00

*Tax not included

Discounts Applied	Amount (USD)
Flock Safety Platform	$13,360.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$2,085.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.
Flock Safety Condor™	Flock's pan, tilt, zoom (PTZ) or fixed cameras which capture video footage with the option to stream live video, capture and view video recordings, and upload videos.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Wing Gateway, Wing Cloud, Wing VMS	Unlocks access to purchase Wing.
Custom Map Layers	The FlockOS® Map is powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data.
Axon BWC (Body Worn Camera) Locations	Locate patrol officers and their BWC device statuses in one unified map view, optimizing coordination and response times.
Map Attachments	
Camera Registry Program	Access a customizable, fully-hosted camera registry website to quickly identify nearby video sources during incidents. Strengthen community ties by incorporating fixed camera feeds from local schools, businesses, and neighborhoods. The interactive map lets you spot relevant cameras so you can easily contact camera owners to assist in investigations.
SSO	Ability to sign into the Flock Safety platform via Okta Single Sign On (SSO). This increases login speed and information security.

Agenda No. 5.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 18, 2025**
Department:	**Police Department**
Subject:	**Resolution 25-R-157 - Authorizing an agreement with Miovision Technologies for Opticom Intersection Preemption Services (S.Williams/J.Lowery)**

BACKGROUND

In December 2023, the Fire Department signed an agreement with Global Traffic Technologies to acquire Opticom services for intersection preemption (Resolution 23-R-130). Opticom Emergency Vehicle Preemption (EVP) enables first responders to reach scenes quickly and safely by utilizing traffic signal preemption devices.

Miovision Technologies has acquired Global Traffic Technologies (GTT), and GTT's systems are now integrated into Miovision Technologies' platform.

GOAL

The Police Department would like to enter into an agreement with Miovision Technologies for Opticom services, providing us with the flexibility to expand our capabilities through additional licenses each year, beginning with ten (10) licenses for FY25-26. This strategic partnership will improve our operational efficiency and responsiveness.

COMMUNITY BENEFIT

Emergency Vehicle Preemption (EVP) directly supports our strategic plan by improving the safety of first responders and citizens sharing the road during emergency responses, ensuring a safe passage through intersections.

SUMMARY OF RECOMMENDED ACTION

City Staff recommends contracting with Miovision Technologies to enhance the safety of first responders and the public.

FISCAL IMPACT

The Fire Department currently has an approved NTE of $33,795 for opticom services for the term of the contract (10 years). The cost for Miovision Cloud EVP licenses is $630.00 per license/year. At this time, the Police Department would like to purchase licenses for ten vehicles, which is $6,300.00 annually, or $63,000 for the term of the contract (10 years). Additional licenses may be purchased in the future as additional PD and FD vehicles are added to the program. The additional funding will come from the existing approved operating budget.

RECOMMENDATION

Approval of Resolution 25-R-157.

Attachments

Resolution 25-R-157 with attachments

RESOLUTION 25-R-157

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT WITH MIOVISION TECHNOLOGIES FOR OPTICOM INTERSECTION PREEMPTION SERVICES

WHEREAS, the Schertz Fire Department entered into an agreement with Global Traffic Technologies, since acquired by Miovision Technologies, for Opticom intersection preemption services via Resolution 23-R-130; and

WHEREAS, the Opticom system prioritizes right-of-way for emergency vehicles, reducing delays and improving intersection safety, and allows emergency vehicles to bypass traffic signals in order to reach the scene quickly and safely; and

WHEREAS, the Schertz Police Department desires to contract for the same services for police vehicles to enhance the safety and efficiency of emergency response operations.

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

Section 1. The City Council hereby authorizes an agreement with Miovision Technologies for Opticom intersection preemption services for the Schertz Police Department substantially as set forth in Exhibit A.

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

EXHIBIT A

Agreement with Miovision Technologies for Opticom Intersection Preemption Services

Version: Q-43335-20251105-1442

Miovision Technologies US, LLC.
801 Transfer Road, Unit G02
St. Paul, MN, 55114, US

Bill To	Ship To	Estimate Number	Date	Expires
Schertz (TX) 1400 Schertz Parkway Schertz, Texas 78154 United States	Schertz (TX) 1400 SCHERTZ PKWY SCHERTZ, Texas 78154 United States	Q-43335	11/5/2025	2/3/2026

Customer	Procurement Method	Term: For Ongoing Services (Years)
Schertz (TX)	PCaaS	10

	Please reference HGAC Buy Contract #PE05-21.
Police Vehicles - Cloud EVP	10 Miovision Cloud EVP Vehicle Licenses Pricing includes configuration of Opticom Cloud, testing and activation of vehicles on the new Cloud Preemption system. Utilizing Whelen VSG's for connectivity.

Product Name	Term (Years)	Annual Unit Price	Total Unit Price	Qty	Total
Opticom Cloud Connected Vehicle	10	$630.00	$6,300.00	10	$63,000.00
			Police Vehicles - Cloud EVP TOTAL:		$60,000.00
				One Time Total:	USD 0.00
				Annual Total:	USD 6,300.00
				Total:	USD 63,000.00

Please reference estimate number **Q-43335** when submitting all purchase orders

Proposal Notes:
Please reference HGAC Buy Contract #PE05-21.
The Customer agrees to order the products outlined above at the prices indicated, and acknowledges that this order is governed by the current master sales agreement ("MSA") The City of Schertz- March 14, 2024. Execution of the quote can be approved via email confirmation or signature on the quote.

General Notes:

The Customer agrees to order the products outlined above at the prices indicated, and acknowledges that this order is governed by the current master sales agreement ("MSA") that it has with Miovision, or if no MSA exists then the terms outlined at: https://miovision.com/legal/msa shall govern. If Customer issues a purchase order, any additional, inconsistent or conflicting terms appearing in the purchase order shall be of no force or effect and shall not amend this order.

When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional fees: 1) crushed conduit or any other issues preventing cable from being installed, 2) lane or road closures, 3) police or other resources needed at the installation area, and/or 4) other third-party costs not known at the time of the proposal. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams.

Vehicle installation assumes standard installation and does not include: 1) special mounting brackets, 2) excess wiring, and/or 3) swapping out previously installed (replacement) vehicle hardware.

Project management expenses can increase in instances where development, if required, is not fully scoped.

Proposal excludes any activities associated with: 1) traffic control plan, 2) water pollution control plan, 3) changeable message signs/flaggers, 4) permits/bonds/ fees, and/or 5) removal/repair/replacement of concrete, asphalt, conduits or wiring.

Quote does not include any applicable travel expense. A budgetary "not exceed" price can be provided upon request if required.

For Opticom Cloud Connected Vehicle/Opticom Cloud Connected Intersection:

- Quote assumes no additional intersection certification or design documents are required.
- Quote does not include formal site acceptance testing, unless otherwise noted.
- Unless otherwise noted, Opticom's PCaaS solution includes one standard monthly report of system health. If custom reports are needed, they can be quoted optionally.
- Quote assumes intersection controllers are EVP-capable and/or TSP-capable as appropriate and have the proper licensing, which is to be enabled prior to Opticom equipment installation.
- Quote assumes any required controller configuration is the responsibility of purchaser and configuration/programming is complete prior to final commissioning.
- Quote assumes all management software will be hosted by Opticom.

When an Opticom vehicle modem is not on the quote:

- Quote assumes the cellular modem is configured such that the Opticom vehicle kit has the ability to communicate to the cloud-hosted Opticom centralized software.

Date:	Name:	Signature:

Agenda No. 6.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 18, 2025**
Department:	**Public Works**
Subject:	**Resolution 25-R-160 – Authorizing an On-Call Pump & Motor Services Contract with Advanced Water Well Technologies, Kutscher Drilling, LTD, and Lonestar Armature (B.James/L.Busch/N.Ferris)**

BACKGROUND

The City of Schertz requested proposals for an on-call pump and motor service contractors and pricing for services related to various pumps and motors and related systems in the City. Three contractors provided proposals in response to the solicitation. Upon evaluation of the pricing and qualifications, City staff is recommending awarding contracts to Advanced Water Well Technologies, Kutscher Drilling, LTD and Lonestar Armature based upon cost-effectiveness and quality of work. These contractors will be available for use city-wide by various departments in accordance with specific service proposal they submitted in the agreement. This will be for individual projects that are under $100k and within the approved budget. All individual projects exceeding $100k will be presented to council separately. If approved, The Agreement shall become effective upon the date of the final signature and shall remain in effect through November 18, 2028, with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in the Agreement.

GOAL

To authorize the City Manager to enter into an On-Call Pump and MotorService contract with Advanced Water Well Technologies, Kutscher Drilling, LTD and Lonestar Armature.

COMMUNITY BENEFIT

The City will be able to contact any of the approved vendors for services needed within the scope of the contract without going through the RFP process each time. This will result in an effective and efficient operational process.

SUMMARY OF RECOMMENDED ACTION

Approval of this resolution will allow the execution of this On-Call Pump and Motor Services contract.

FISCAL IMPACT

Fiscal impact will vary depending on the specific project. The costs for services and associated fees are included in the Professional Service Agreements. Funding available for projects may be allocated within each fiscal years' operating budget.

RECOMMENDATION

Approval of Resolution 25-R-160.

Attachments

Resolution 25-R-160 with Attachments

RESOLUTION 25-R-160

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ADVANCED WATER WELL TECHNOLOGIES, KUTSCHER DRILLING, LTD, AND LONESTAR ARMATURE.

WHEREAS, the City of Schertz has solicited proposals for on-call pump and motor services contract; and

WHEREAS, City Staff has determined that Advanced Water Well Technologies, Kutscher Drilling, LTD and Lonestar Armature, are qualified to provide such services for the City; and

WHEREAS, City Staff has determined it is in the best interest of the City and its residents to contract these services on an as-needed basis; and

WHEREAS, the City Council desires to allow the City Manager to approve and execute an on-call pump and motor services contract with Advanced Water Well Technologies, Kutscher Drilling, LTD and Lonestar Armature.

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

Section 1. The City Council hereby authorized the City Manager to execute and deliver the contracts with Advanced Water Well Technologies, Kutscher Drilling, LTD and Lonestar Armature for on-call pump and motor services in substantially the forms set forth attached hereto as Exhibit A (SERVICE AGREEMENT, ADVANCED WATER WELL TECHNOLOGIES), Exhibit B (SERVICE AGREEMENT, KUTSCHER DRILLING, LTD), and Exhibit C (SERVICE AGREEMENT, LONESTAR ARMATURE).

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of the 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 the 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 hereof 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 Rodriguez, Mayor

ATTEST:

_____

Sheila Edmondson, City Secretary

EXHIBIT A

SERVICES AGREEMENT (ADVANCED WATER WELL TECHNOLOGIES)

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and Advanced Water Well Technologies ("Contractor").

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

Section 2. Scope of Work
(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

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

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

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

Section 3. Compensation
(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

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

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

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

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

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

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

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

Section 4. Time of Completion

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

(A) Contract Times: Days

The Work is expected to be substantially completed within ____ calendar days after the Notice to Proceed is given ("Substantial Completion")

(B) Liquidated Damages

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

required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by the Owner as a result of the failure of Contractor to complete within the Contract Time.

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

Section 6. Miscellaneous Provisions

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

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

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

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

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

subsection.

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

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

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

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

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

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

public safety).

(K) **INTERLOCAL PARTICIPATION**

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

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

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

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

Section 7. <u>Termination</u>

(A) This Agreement may be terminated:

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

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

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

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

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for

those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

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

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided

herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

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

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz	_____
Attn: Steve Williams, City Manager	_____
1400 Schertz Parkway	_____
Schertz, Texas 78154	

EXHIBIT A

SCOPE OF WORK

General

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

Project Scope

The City of Schertz is seeking proposals to provide **On-call** maintenance/repair services for the pumps and motors located at the various potable water, raw water and wastewater facilities throughout the City of Schertz. Respondents to this RFP should demonstrate knowledge and experience in maintenance and repair of various types of pumps and motors that will allow the City of Schertz to obtain cost effective delivery of high-quality service in a prompt and reliable manner.

The City of Schertz operates a variety of water production, distribution and wastewater collection systems. These systems utilize a variety of different styles and sizes of pumps, motors and associated components and supporting equipment.

For the purpose of this contract, maintenance and repair is defined as work that involves the maintenance, repair, replacement or rehabilitation of a broken system, component(s), or sub-component(s) of a pump or motor.

These systems, components or sub-components include but are not limited to:

1. Vertical turbine pumps and motors
2. Vertical line shaft well pumps and motors
3. Split-case horizontal pumps and motors
4. Submersible pumps (potable, raw and wastewater)
5. Hydraulic control devices such as PRVs and check valves
6. Plumbing (DI, Steel, PVC, etc.)
7. Motor starting and control equipment
8. Pump instrumentation and metering equipment
9. Pump and motor mechanical devices and apparatuses

Contractors shall furnish all labor, supervision, tools, equipment, materials, metering instruments, supplies, parts, transportation, mobilization, insurance, bonds, permits, incidentals, and quality control necessary to provide pump and/or motor maintenance and repair services on an "as-needed basis".

Pump and/or motor maintenance and repair services may include, but are not limited to the following:

1. Troubleshooting and technical assistance
2. Fabrication capabilities

3. Repair capabilities
4. Pump and motor upgrades and/or modifications
5. Instrumentation, metering and alignment testing and validation
6. Ability to hoist and maneuver split case and submersible pumps, motors and components up to 3,500lbs at heights or depths up to 50'
7. Ability to hoist and maneuver vertical line shaft well pumps and motors up to 300HP and 500' deep

The Contractor shall communicate and advise the City on the condition of equipment and the required actions to complete maintenance and repair services. Only new parts or components may be used. "Like-new" or reconditioned parts or components require prior approval from the City and should only be considered in emergency or extenuating circumstances.

Specific work requirements will be identified in each individual project as they are deemed necessary and approved by the City.

Contractor labor rates set forth herein shall remain fixed and firm for the term of the contract. Material costs shall be paid at cost for each project at time services are requested.

Proposal Submissions

Due to the broad nature of the scope of work within this RFP, and the potential to award this contract to multiple vendors, the City will consider partial submissions that will only service specific equipment and/or facilities.

If partial submission is to be made, proposer will be required to identify one or more categories they are submitting for in Section 8 (Cost Proposal) of the RFP. Proposers will not be considered for categories they do not select and will not be penalized for not electing to service all categories. The selection criteria will remain at the best value for the City as determined by the evaluation committee and the criteria laid out in Section 2.5 of this RFP.

Awarding

The City of Schertz anticipates awarding this on-call contract to one or more vendors based on the best value for the City. Proposers may elect to submit a proposal for any or all categories, and each category will be evaluated independently and awarded as such. Award of a contract for one category does not guarantee award of all categories that a proposer submits a proposal for. Criteria for award is outlined in Section 2.5 of this RFP.

Award of this contract does not come with any guarantee of a minimum or maximum amount of work as it is an on-call, as-needed basis. If awarded to multiple vendors efforts will be made to equitably split the work as needed, however, response time and price will be considered a factor in the final decision of who will be assigned the work.

General Information

Because any work under this contract is an on-call contract service, exact project specifications are not available. General specifications are included in this solicitation and form the basis for any work to be performed. The specifications are intended to indicate the requirements of the City which include generally accepted practice in the construction industry.

To determine the price of any work performed under the on-call services contract, respondent's labor costs shall remain fixed, and firm provided in response. Material costs shall be paid at cost for each project at time services are requested (plus factor, if applicable).

Selected respondent(s) shall be responsible for complying with all Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this RFP. Selected respondents are also required to adhere to all applicable local environmental ordinances.

The selected respondent shall be responsible for obtaining all required permits applicable to performance under any single order placed against this RFP.

Selected respondent(s) must be available to provide service twenty-four (24) hours a day, seven (7) days a week, 365-days a year, including holidays throughout the duration of the contract, and are to give "priority" to all City trade service requests. Response times for trade work will be answered within a 24-hour period.

Service will be performed at a variety of City locations, including, but not limited to, restricted areas. All unique requirements and regulations for each location shall be strictly followed by the selected respondent and personnel, and subcontractor's and personnel. The City, at its sole discretion, may request a criminal background check on any personnel entering City property.

The City, at its sole discretion, has the right to restrict any respondent's employee or subcontractor's employee who has questionable actions or background or criminal check results.

Scheduling of Work

Contractors must be able to provide service twenty-four (24) hours a day, seven (7) days a week, 365 days a year, including holidays throughout the duration of the contract. The City must be given "priority" to all City service requests.

Response times to normal service calls shall be within a 24-hour period.

Response times to emergency service calls shall be within a 2-hour period

Respondent shall provide City with a schedule indicating the date and time personnel will be at a particular facility to perform work. This schedule must be provided PRIOR to arrival at any facility.

Respondent shall diligently prosecute the work to completion within the time set forth for each individual project. The period of performance shall include allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup.

When possible, respondents must ensure that the purchase, delivery and storage of materials and equipment are made without interference with City operations and personnel.

Respondents shall take all necessary precautions to ensure that no damage shall result from operations on private or public property. All damage must be reported, repaired or replaced by respondents at no cost to the City.

Respondent must at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the work, respondents must remove from the premises all rubbish, tools, scaffolding, equipment, and materials, not the property of the City. Upon completing the work, Respondent must leave the site in a clean and orderly condition satisfactory to the City. Final cleanup is part of the project, and respondents are responsible for all constructions, refuse disposal containers and their removal from the site.

Warranty

General Warranty.

Respondents shall warrant that work performed conforms to the project specifications or PO requirements and is free of any defect in equipment, material, or workmanship performed by respondent or any of its subcontractors or suppliers at any tier. All work provided by respondents shall be warranted for a minimum period of 1 year from the date of final acceptance of the work.

Performance Warranty

Work performed under the on-call services contract shall meet all applicable standards and codes. Respondents shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of 1 year after completion of work. The warranty period shall commence upon date of acceptance by the City.

Material Warranty

Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE, unless previously approved by the City. Materials shall be warranted against material defects and defects in workmanship for a period of not less than 1 year. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one year, then the warranty period below shall be the length of the manufacturer's warranty. Respondents shall be ultimately responsible for the warranty. Respondents shall provide the City with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

Exhibit A - Bid Table

Success: All data is valid!

					Numeric	
Status	Bid/No Bid Decision	#	Item	Per Hour	Unit Price	Total Cost
Category I: Potable Water Facility Pumps and Motors						
Success: All values provided	Bid	#1-1	Service Call: Onsite Inspection/Troubleshooting During Business hours (Mon-Fri 7:30am-5:00pm)	1	$ 175.00	$ 175.00
Success: All values provided	Bid	#1-2	Emergency Service Call: Onsite Inspection/Troubleshooting Outside Business hours	1	$ 250.00	$ 250.00
Success: All values provided	Bid	#1-3	Crane Service: 15- & 18-ton crane with operator	1	$ 225.00	$ 225.00
Success: All values provided	Bid	#1-4	Crane Service: 15- & 18-ton cranes with two (2) person crew	1	$ 325.00	$ 325.00
Success: All values provided	Bid	#1-5	Rig Time: Commercial Size Rig – Labor and Service Truck / 3-person crew	1	$ 325.00	$ 325.00
Success: All values provided	Bid	#1-6	Rig Time: Residential Rig – Labor / 2-person crew	1	$ 300.00	$ 300.00
Success: All values provided	Bid	#1-7	Shop Labor: Pumping equipment break down, In-house inspection, rebuild	1	$ 150.00	$ 150.00

Success: All values provided	Bid	#1-8	Overtime Shop Labor: Pumping equipment tear down, in-house inspection, rebuild	1	$ 200.00	$ 200.00
Success: All values provided	Bid	#1-9	Service Truck and 2-person crew	1	$ 225.00	$ 225.00
Success: All values provided	Bid	#1-10	Emergency Service Call: Holidays	1	$ 350.00	$ 350.00
Success: All values provided	Bid	#1-11	Emergency Rig Rate: Weekends & Afterhours	1	$ 375.00	$ 375.00
Success: All values provided	Bid	#1-12	Emergency Rig Rate: Holidays	1	$ 475.00	$ 475.00
Success: All values provided	Bid	#1-13	Fabrication Services	1	$ 225.00	$ 225.00
Basket Total						$ 3,600.00

Category II: Raw Water Facility Pumps and Motors

Success: All values provided	Bid	#2-1	Service Call: Onsite Inspection/Troubleshooting During Business hours (Mon-Fri 7:30am-5:00pm)	1	$ 175.00	$ 175.00
Success: All values provided	Bid	#2-2	Emergency Service Call: Onsite Inspection/Troubleshooting Outside Business hours	1	$ 250.00	$ 250.00
Success: All values provided	Bid	#2-3	Crane Service: 15- & 18-ton crane with operator	1	$ 225.00	$ 225.00

Success: All values provided	Bid	#2-4	Crane Service: 15- & 18-ton cranes with two (2) person crew	1	$ 325.00	$ 325.00
Success: All values provided	Bid	#2-5	Rig Time: Commercial Size Rig – Labor and Service Truck / 3-person crew	1	$ 325.00	$ 325.00
Success: All values provided	Bid	#2-6	Rig Time: Residential Rig – Labor / 2-person crew	1	$ 300.00	$ 300.00
Success: All values provided	Bid	#2-7	Shop Labor: Pumping equipment break down, In-house inspection, rebuild	1	$ 150.00	$ 150.00
Success: All values provided	Bid	#2-8	Overtime Shop Labor: Pumping equipment tear down, in-house inspection, rebuild	1	$ 200.00	$ 200.00
Success: All values provided	Bid	#2-9	Service Truck and 2-person crew	1	$ 225.00	$ 225.00
Success: All values provided	Bid	#2-10	Emergency Service Call: Holidays	1	$ 350.00	$ 350.00
Success: All values provided	Bid	#2-11	Emergency Rig Rate: Weekends & Afterhours	1	$ 375.00	$ 375.00
Success: All values provided	Bid	#2-12	Emergency Rig Rate: Holidays	1	$ 475.00	$ 475.00
Success: All values provided	Bid	#2-13	Fabrication Services	1	$ 225.00	$ 225.00
Basket Total						$ 3,600.00

Category III: Wastewater Facility Pumps and Motors

Not Bidding	No Bid	#3-1	Service Call: Onsite Inspection/Troubleshooting During Business hours (Mon-Fri 7:30am-5:00pm)	1		-
Not Bidding	No Bid	#3-2	Emergency Service Call: Onsite Inspection/Troubleshooting Outside Business hours	1		-
Not Bidding	No Bid	#3-3	Crane Service: 15- & 18-ton crane with operator	1		-
Not Bidding	No Bid	#3-4	Crane Service: 15- & 18-ton cranes with two (2) person crew	1		-
Not Bidding	No Bid	#3-5	Rig Time: Commercial Size Rig – Labor and Service Truck / 3-person crew	1		-
Not Bidding	No Bid	#3-6	Rig Time: Residential Rig – Labor / 2-person crew	1		-
Not Bidding	No Bid	#3-7	Shop Labor: Pumping equipment break down, In-house inspection, rebuild	1		-
Not Bidding	No Bid	#3-8	Overtime Shop Labor: Pumping equipment tear down, in-house inspection, rebuild	1		-
Not Bidding	No Bid	#3-9	Service Truck and 2-person crew	1		-
Not Bidding	No Bid	#3-10	Emergency Service Call: Holidays	1		-
Not Bidding	No Bid	#3-11	Emergency Rig Rate: Weekends & Afterhours	1		-

Not Bidding	No Bid	#3-12	Emergency Rig Rate: Holidays	1		-
Not Bidding	No Bid	#3-13	Fabrication Services	1		-
Basket Total						$ 0.00

Grand Total	$ 7,200.00

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

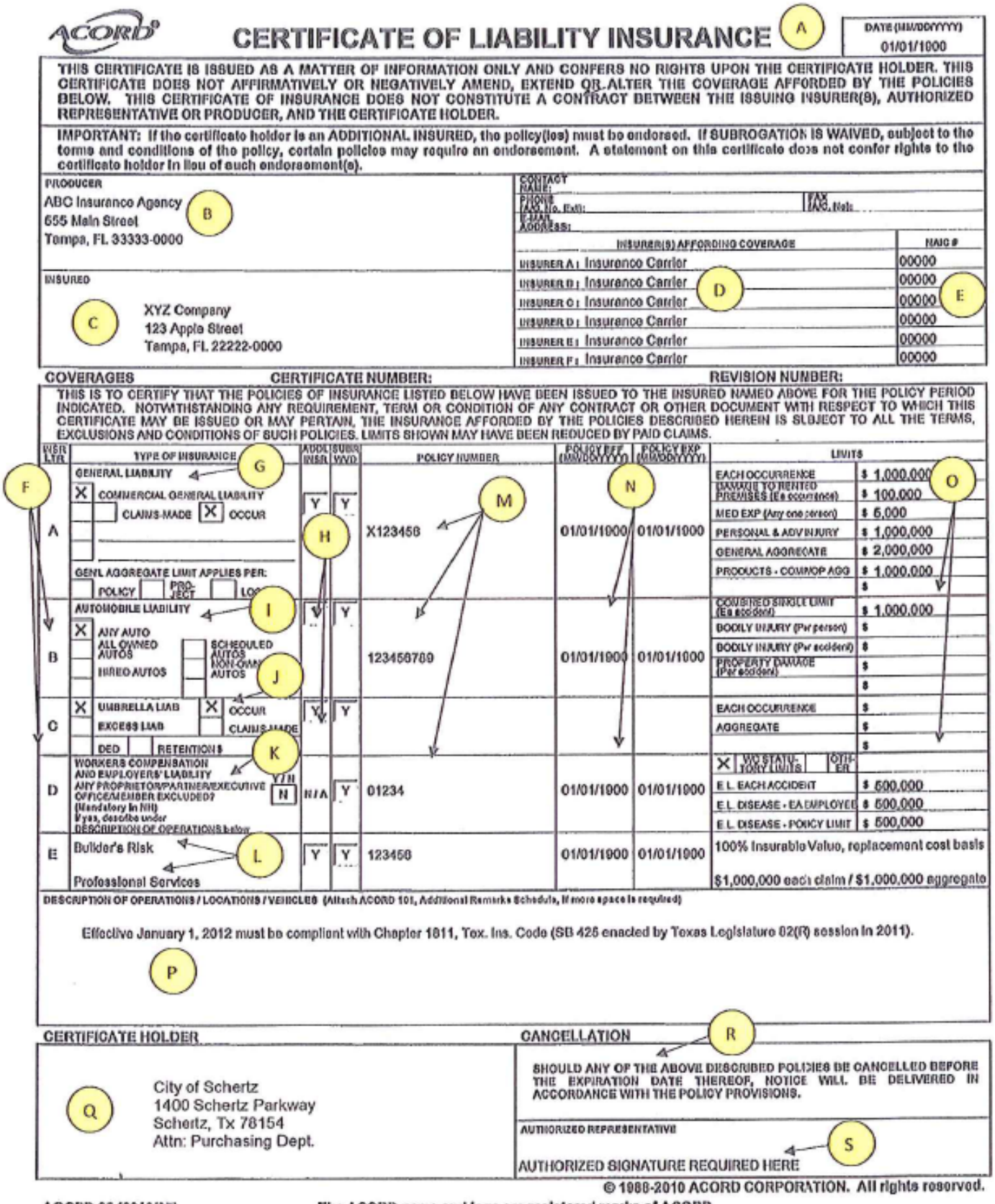
INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

City of Schertz
Purchasing Department
1400 Schertz Parkway
Schertz, TX 78154

emailed to: purchasing@schertz.com
Faxed to: 210-619-1169



ACORD

CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY)
01/01/1000

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

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

PRODUCER
ABC Insurance Agency
555 Main Street
Tampa, FL 33333-0000

B

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Carrier	00000
INSURER B : Insurance Carrier	00000
INSURER C : Insurance Carrier	00000
INSURER D : Insurance Carrier	00000
INSURER E : Insurance Carrier	00000
INSURER F : Insurance Carrier	00000

D

E

INSURED
C
XYZ Company
123 Apple Street
Tampa, FL 22222-0000

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

F

INSR LTR	TYPE OF INSURANCE	G	ADDL INSR	SUBR WVD	POLICY NUMBER	M	POLICY EFF (MM/DD/YYYY)	N	POLICY EXP (MM/DD/YYYY)	LIMITS	O
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	H	Y	Y	X123456		01/01/1000		01/01/1000	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000 $	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	I J	Y	Y	123456789		01/01/1000		01/01/1000	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $	
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	K	Y	Y						EACH OCCURRENCE $ AGGREGATE $ $	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Y	01234		01/01/1000		01/01/1000	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000	
E	Builder's Risk Professional Services	L	Y	Y	123456		01/01/1000		01/01/1000	100% Insurable Value, replacement cost basis $1,000,000 each claim / $1,000,000 aggregate	

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

P

CERTIFICATE HOLDER

Q
City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Attn: Purchasing Dept.

CANCELLATION

R

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

AUTHORIZED REPRESENTATIVE

S

AUTHORIZED SIGNATURE REQUIRED HERE

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(*Instructions for completing and submitting a certificate to the City of Schertz*)

Complete the certificate of insurance with the information listed below:

A) Certificate of Insurance date
B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
C) Insured's (Insurance Policy Holder) Information – complete name & address information
D) Insurer (name/names of insurance company) **(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
F) Insurer letter represents which insurance company provides which type of coverage from D
G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Contractor Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
M) Insurance Policy #'s
N) Insurance policy effective dates (always check for current dates)
O) Insurance Policy limits (See Insurance Requirements Checklist)
P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
    (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
    (2) Waiver of Subrogation
    (3) Primary and Non-Contributory
    (4) Cancellation Notice
Q) City of Schertz's name and address information must be listed in this section
R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit “C”

EVIDENCE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2025

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

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

PRODUCER

Matthew Patterson(1936374)
222 E Hutchison St
San Marcos TX 78666-5682

CONTACT NAME: Matthew Patterson
PHONE (A/C, NO, EXT): 512-396-1234
FAX (A/C, NO): 512-396-5548
E-MAIL ADDRESS: mpatterson@farmersagent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Everest Denali Ins Co	
INSURER B: Everest Indemnity Ins Co	
INSURER C: Texas Mutual Insurance Company	524210
INSURER D: Liberty Mutual Insurance Company	23043
INSURER E: Westchester Surplus Lines Ins Co	
INSURER F: Evanston Ins Co	

INSURED

ADVANCED WATER WELL TECHNOLOGIES
14394 E INTERSTATE HIGHWAY 10
CONVERSE TX 78109

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Blanket Addtl Ins [X] Blanket Waiver of Sub GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:	Y	Y	EN4ML00672241	10/24/2024	10/24/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Liab:	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2 mil Agg
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	EN4CA00949241	10/24/2024	10/24/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	EN4CU00716241	10/24/2024	10/24/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001260600	11/07/2024	11/07/2025	[X] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
D	INLAND MARINE/EQUIP POLICY CONTRACTORS EQUIP CVG	Y	Y	BMO(22)63912410	10/24/2024	10/24/2025		1,124,729

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

CERTIFICATE HOLDER

City of Schertz
1400 Schertz Pkwy
Schertz TX 78154

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Matthew Patterson

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EXHIBIT B

SERVICES AGREEMENT (KUTSCHER DRILLING, LTD)

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and Kutscher Drilling, LTD ("Contractor").

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

Section 2. Scope of Work

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

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

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

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

Section 3. Compensation

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

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

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

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

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

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

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

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

Section 4. Time of Completion

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

(A) Contract Times: Days

The Work is expected to be substantially completed within ____ calendar days after the Notice to Proceed is given ("Substantial Completion")

(B) Liquidated Damages

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

required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by the Owner as a result of the failure of Contractor to complete within the Contract Time.

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

Section 6. Miscellaneous Provisions

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

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

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

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

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

subsection.

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

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

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

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

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

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

public safety).

(K) **INTERLOCAL PARTICIPATION**

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

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

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

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

Section 7. <u>Termination</u>

(A) This Agreement may be terminated:

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

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

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

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

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for

those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

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

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided

herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

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

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz	_____
Attn: Steve Williams, City Manager	_____
1400 Schertz Parkway	_____
Schertz, Texas 78154	

EXHIBIT A

SCOPE OF WORK

General

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

Project Scope

The City of Schertz is seeking proposals to provide **On-call** maintenance/repair services for the pumps and motors located at the various potable water, raw water and wastewater facilities throughout the City of Schertz. Respondents to this RFP should demonstrate knowledge and experience in maintenance and repair of various types of pumps and motors that will allow the City of Schertz to obtain cost effective delivery of high-quality service in a prompt and reliable manner.

The City of Schertz operates a variety of water production, distribution and wastewater collection systems. These systems utilize a variety of different styles and sizes of pumps, motors and associated components and supporting equipment.

For the purpose of this contract, maintenance and repair is defined as work that involves the maintenance, repair, replacement or rehabilitation of a broken system, component(s), or sub-component(s) of a pump or motor.

These systems, components or sub-components include but are not limited to:

1. Vertical turbine pumps and motors
2. Vertical line shaft well pumps and motors
3. Split-case horizontal pumps and motors
4. Submersible pumps (potable, raw and wastewater)
5. Hydraulic control devices such as PRVs and check valves
6. Plumbing (DI, Steel, PVC, etc.)
7. Motor starting and control equipment
8. Pump instrumentation and metering equipment
9. Pump and motor mechanical devices and apparatuses

Contractors shall furnish all labor, supervision, tools, equipment, materials, metering instruments, supplies, parts, transportation, mobilization, insurance, bonds, permits, incidentals, and quality control necessary to provide pump and/or motor maintenance and repair services on an "as-needed basis".

Pump and/or motor maintenance and repair services may include, but are not limited to the following:

1. Troubleshooting and technical assistance
2. Fabrication capabilities

3. Repair capabilities
4. Pump and motor upgrades and/or modifications
5. Instrumentation, metering and alignment testing and validation
6. Ability to hoist and maneuver split case and submersible pumps, motors and components up to 3,500lbs at heights or depths up to 50'
7. Ability to hoist and maneuver vertical line shaft well pumps and motors up to 300HP and 500' deep

The Contractor shall communicate and advise the City on the condition of equipment and the required actions to complete maintenance and repair services. Only new parts or components may be used. "Like-new" or reconditioned parts or components require prior approval from the City and should only be considered in emergency or extenuating circumstances.

Specific work requirements will be identified in each individual project as they are deemed necessary and approved by the City.

Contractor labor rates set forth herein shall remain fixed and firm for the term of the contract. Material costs shall be paid at cost for each project at time services are requested.

Proposal Submissions

Due to the broad nature of the scope of work within this RFP, and the potential to award this contract to multiple vendors, the City will consider partial submissions that will only service specific equipment and/or facilities.

If partial submission is to be made, proposer will be required to identify one or more categories they are submitting for in Section 8 (Cost Proposal) of the RFP. Proposers will not be considered for categories they do not select and will not be penalized for not electing to service all categories. The selection criteria will remain at the best value for the City as determined by the evaluation committee and the criteria laid out in Section 2.5 of this RFP.

Awarding

The City of Schertz anticipates awarding this on-call contract to one or more vendors based on the best value for the City. Proposers may elect to submit a proposal for any or all categories, and each category will be evaluated independently and awarded as such. Award of a contract for one category does not guarantee award of all categories that a proposer submits a proposal for. Criteria for award is outlined in Section 2.5 of this RFP.

Award of this contract does not come with any guarantee of a minimum or maximum amount of work as it is an on-call, as-needed basis. If awarded to multiple vendors efforts will be made to equitably split the work as needed, however, response time and price will be considered a factor in the final decision of who will be assigned the work.

General Information

Because any work under this contract is an on-call contract service, exact project specifications are not available. General specifications are included in this solicitation and form the basis for any work to be performed. The specifications are intended to indicate the requirements of the City which include generally accepted practice in the construction industry.

To determine the price of any work performed under the on-call services contract, respondent's labor costs shall remain fixed, and firm provided in response. Material costs shall be paid at cost for each project at time services are requested (plus factor, if applicable).

Selected respondent(s) shall be responsible for complying with all Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this RFP. Selected respondents are also required to adhere to all applicable local environmental ordinances.

The selected respondent shall be responsible for obtaining all required permits applicable to performance under any single order placed against this RFP.

Selected respondent(s) must be available to provide service twenty-four (24) hours a day, seven (7) days a week, 365-days a year, including holidays throughout the duration of the contract, and are to give "priority" to all City trade service requests. Response times for trade work will be answered within a 24-hour period.

Service will be performed at a variety of City locations, including, but not limited to, restricted areas. All unique requirements and regulations for each location shall be strictly followed by the selected respondent and personnel, and subcontractor's and personnel. The City, at its sole discretion, may request a criminal background check on any personnel entering City property.

The City, at its sole discretion, has the right to restrict any respondent's employee or subcontractor's employee who has questionable actions or background or criminal check results.

Scheduling of Work

Contractors must be able to provide service twenty-four (24) hours a day, seven (7) days a week, 365 days a year, including holidays throughout the duration of the contract. The City must be given "priority" to all City service requests.

Response times to normal service calls shall be within a 24-hour period.

Response times to emergency service calls shall be within a 2-hour period

Respondent shall provide City with a schedule indicating the date and time personnel will be at a particular facility to perform work. This schedule must be provided PRIOR to arrival at any facility.

Respondent shall diligently prosecute the work to completion within the time set forth for each individual project. The period of performance shall include allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup.

When possible, respondents must ensure that the purchase, delivery and storage of materials and equipment are made without interference with City operations and personnel.

Respondents shall take all necessary precautions to ensure that no damage shall result from operations on private or public property. All damage must be reported, repaired or replaced by respondents at no cost to the City.

Respondent must at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the work, respondents must remove from the premises all rubbish, tools, scaffolding, equipment, and materials, not the property of the City. Upon completing the work, Respondent must leave the site in a clean and orderly condition satisfactory to the City. Final cleanup is part of the project, and respondents are responsible for all constructions, refuse disposal containers and their removal from the site.

Warranty

General Warranty.

Respondents shall warrant that work performed conforms to the project specifications or PO requirements and is free of any defect in equipment, material, or workmanship performed by respondent or any of its subcontractors or suppliers at any tier. All work provided by respondents shall be warranted for a minimum period of 1 year from the date of final acceptance of the work.

Performance Warranty

Work performed under the on-call services contract shall meet all applicable standards and codes. Respondents shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of 1 year after completion of work. The warranty period shall commence upon date of acceptance by the City.

Material Warranty

Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE, unless previously approved by the City. Materials shall be warranted against material defects and defects in workmanship for a period of not less than 1 year. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one year, then the warranty period below shall be the length of the manufacturer's warranty. Respondents shall be ultimately responsible for the warranty. Respondents shall provide the City with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

Exhibit A - Bid Tables

Status	Bid/No Bid Decis	#	Item	Per Hour	Numeric Unit Price	Total Cost
Category I: Potable Water Facility Pumps and Motors						
Success: All values provided	**Bid**	#1-1	**Service Call: Onsite Inspection/Troubleshooting During Business hours (Mon-Fri 7:30am-5:00pm)**	1	$ 300.00	$ 300.00
Success: All values provided	**Bid**	#1-2	**Emergency Service Call: Onsite Inspection/Troubleshooting Outside Business hours**	1	$ 350.00	$ 350.00
Success: All values provided	**Bid**	#1-3	**Crane Service: 15- & 18-ton crane with operator**	1	$ 190.00	$ 190.00

Success: All values provided	**Bid**	#1-4	**Crane Service: 15- & 18-ton cranes with two (2) person crew**	1	$ 145.00	$ 145.00
Success: All values provided	**Bid**	#1-5	**Rig Time: Commercial Size Rig – Labor and Service Truck / 3-person crew**	1	$ 300.00	$ 300.00
Success: All values provided	**Bid**	#1-6	**Rig Time: Residential Rig – Labor / 2-person crew**	1	$ 275.00	$ 275.00
Success: All values provided	**Bid**	#1-7	**Shop Labor: Pumping equipment break down, In-house inspection, rebuild**	1	$ 195.00	$ 195.00
Success: All values provided	**Bid**	#1-8	**Overtime Shop Labor: Pumping equipment tear down, in-house inspection, rebuild**	1	$ 225.00	$ 225.00
Success: All values provided	**Bid**	#1-9	**Service Truck and 2-person crew**	1	$ 275.00	$ 275.00
Success: All values provided	**Bid**	#1-10	**Emergency Service Call: Holidays**	1	$ 450.00	$ 450.00

Success: All values provided	**Bid**	#1-11	**Emergency Rig Rate: Weekends & Afterhours**	1	$ 400.00	$ 400.00
Success: All values provided	**Bid**	#1-12	**Emergency Rig Rate: Holidays**	1	$ 450.00	$ 450.00
Success: All values provided	**Bid**	#1-13	**Fabrication Services**	1	$ 160.00	$ 160.00
Basket Total						**$ 3,715.00**

Category II: Raw Water Facility Pumps and Motors

Success: All values provided	**Bid**	#2-1	**Service Call: Onsite Inspection/Troubleshooting During Business hours (Mon-Fri 7:30am-5:00pm)**	1	$ 300.00	$ 300.00
Success: All values provided	**Bid**	#2-2	**Emergency Service Call: Onsite Inspection/Troubleshooting Outside Business hours**	1	$ 350.00	$ 350.00

Success: All values provided	**Bid**	#2-3	**Crane Service: 15- & 18-ton crane with operator**	1	$ 190.00	$ 190.00
Success: All values provided	**Bid**	#2-4	**Crane Service: 15- & 18-ton cranes with two (2) person crew**	1	$ 145.00	$ 145.00
Success: All values provided	**Bid**	#2-5	**Rig Time: Commercial Size Rig – Labor and Service Truck / 3-person crew**	1	$ 300.00	$ 300.00
Success: All values provided	**Bid**	#2-6	**Rig Time: Residential Rig – Labor / 2-person crew**	1	$ 275.00	$ 275.00
Success: All values provided	**Bid**	#2-7	**Shop Labor: Pumping equipment break down, In-house inspection, rebuild**	1	$ 195.00	$ 195.00
Success: All values provided	**Bid**	#2-8	**Overtime Shop Labor: Pumping equipment tear down, in-house inspection, rebuild**	1	$ 225.00	$ 225.00
Success: All values provided	**Bid**	#2-9	**Service Truck and 2-person crew**	1	$ 275.00	$ 275.00

Success: All values provided	Bid	#2-10	Emergency Service Call: Holidays	1	$ 450.00	$ 450.00
Success: All values provided	Bid	#2-11	Emergency Rig Rate: Weekends & Afterhours	1	$ 400.00	$ 400.00
Success: All values provided	Bid	#2-12	Emergency Rig Rate: Holidays	1	$ 450.00	$ 450.00
Success: All values provided	Bid	#2-13	Fabrication Services	1	$ 160.00	$ 160.00
Basket Total						$ 3,715.00

Category III: Wastewater Facility Pumps and Motors

Not Bidding	No Bi	#3-1	Service Call: Onsite Inspection/Troubleshooting During Business hours (Mon-Fri 7:30am-5:00pm)	1		-
Not Bidding	No Bi	#3-2	Emergency Service Call: Onsite Inspection/Troubleshooting Outside Business hours	1		-

Not Bidding	**No Bi**	#3-3	**Crane Service: 15- & 18-ton crane with operator**	1		-
Not Bidding	**No Bi**	#3-4	**Crane Service: 15- & 18-ton cranes with two (2) person crew**	1		-
Not Bidding	**No Bi**	#3-5	**Rig Time: Commercial Size Rig – Labor and Service Truck / 3-person crew**	1		-
Not Bidding	**No Bi**	#3-6	**Rig Time: Residential Rig – Labor / 2-person crew**	1		-
Not Bidding	**No Bi**	#3-7	**Shop Labor: Pumping equipment break down, In-house inspection, rebuild**	1		-
Not Bidding	**No Bi**	#3-8	**Overtime Shop Labor: Pumping equipment tear down, in-house inspection, rebuild**	1		-
Not Bidding	**No Bi**	#3-9	**Service Truck and 2-person crew**	1		-

Not Bidding	No Bi	#3-10	Emergency Service Call: Holidays	1		-
Not Bidding	No Bi	#3-11	Emergency Rig Rate: Weekends & Afterhours	1		-
Not Bidding	No Bi	#3-12	Emergency Rig Rate: Holidays	1		-
Not Bidding	No Bi	#3-13	Fabrication Services	1		-
Basket Total						$ 0.00

Grand Total	$ 7,430.00

Primary Responses

Success: All data is valid!

					Text	Text	Numeric	
Status	Bid/No Bid Decisio	#	Item	Quantity Required	Service Name/Description	Unit of Measurement	Unit Price	Total Cost

Alternate Service Proposals

Success: All values provided	Bid	#1-1	**Alternate Service 1**	1	Drilling Rig	Per Hour	$ 450.00	$ 450.00
Not Bidding	No Bid	#1-2	**Alternate Service 2**	1				-
Not Bidding	No Bid	#1-3	**Alternate Service 3**	1				-
Not Bidding	No Bid	#1-4	**Alternate Service 4**	1				-
Not Bidding	No Bid	#1-5	**Alternate Service 5**	1				-
Not Bidding	No Bid	#1-6	**Alternate Service 6**	1				-
Not Bidding	No Bid	#1-7	**Alternate Service 7**	1				-

Not Bidding	**No Bid**	#1-8	**Alternate Service 11**	1				-
Not Bidding	**No Bid**	#1-9	**Alternate Service 8**	1				-
Not Bidding	**No Bid**	#1-10	**Alternate Service 9**	1				-
Not Bidding	**No Bid**	#1-11	**Alternate Service 10**	1				-
Not Bidding	**No Bid**	#1-12	**Alternate Service 12**	1				-
Basket Total								**$ 450.00**

Grand Total	**$ 450.00**

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

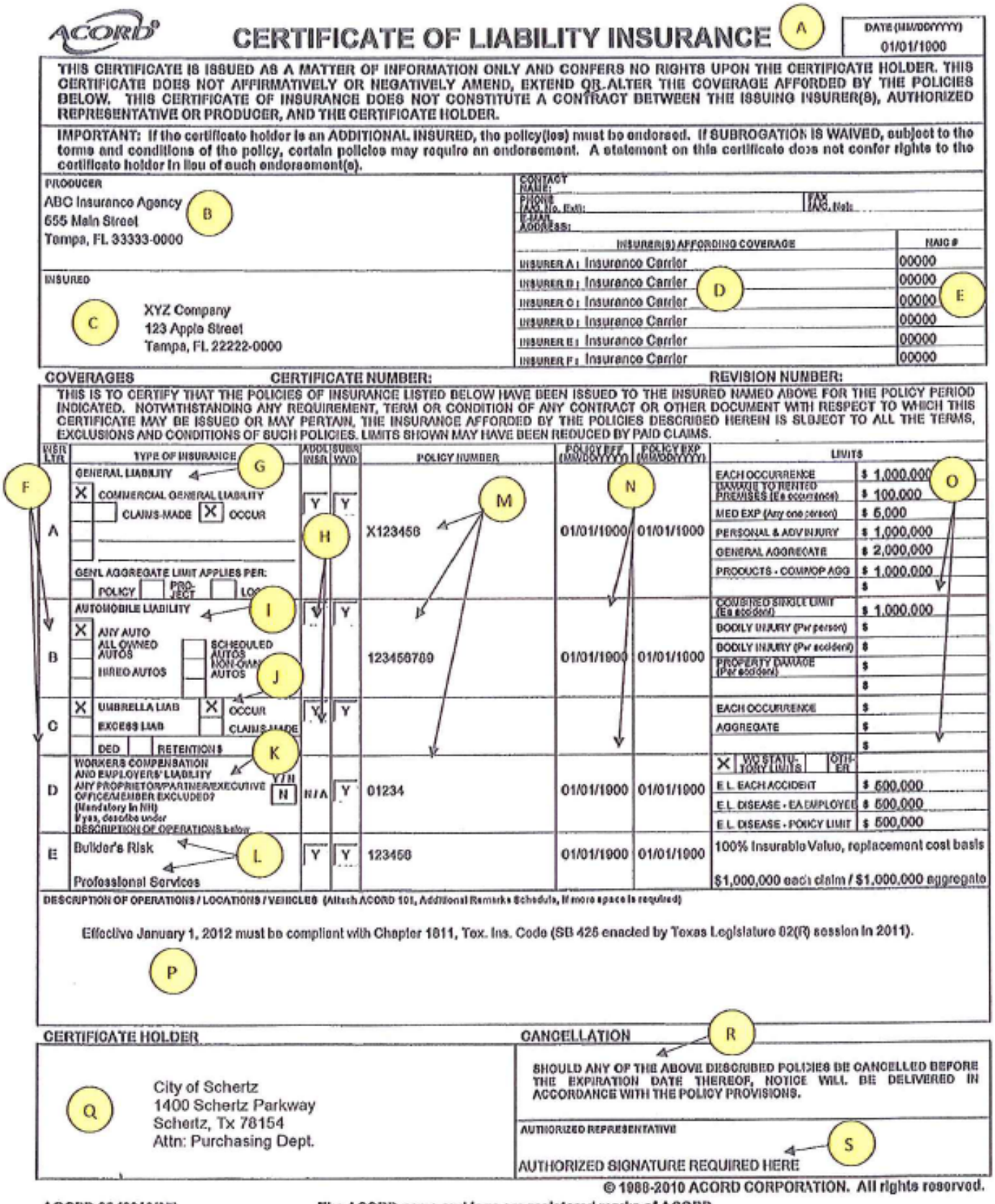
INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

City of Schertz
Purchasing Department
1400 Schertz Parkway
Schertz, TX 78154

emailed to: purchasing@schertz.com
Faxed to: 210-619-1169



ACORD

CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY)
01/01/1000

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

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

PRODUCER
ABC Insurance Agency
555 Main Street
Tampa, FL 33333-0000

B

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Carrier	00000
INSURER B : Insurance Carrier	00000
INSURER C : Insurance Carrier	00000
INSURER D : Insurance Carrier	00000
INSURER E : Insurance Carrier	00000
INSURER F : Insurance Carrier	00000

D

E

INSURED
C
XYZ Company
123 Apple Street
Tampa, FL 22222-0000

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

F

INSR LTR	TYPE OF INSURANCE	G	ADDL INSR	SUBR WVD	POLICY NUMBER	M	POLICY EFF (MM/DD/YYYY)	N	POLICY EXP (MM/DD/YYYY)	LIMITS	O
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	H	Y	Y	X123456		01/01/1000		01/01/1000	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000 $	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	I J	Y	Y	123456789		01/01/1000		01/01/1000	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $	
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	K	Y	Y						EACH OCCURRENCE $ AGGREGATE $ $	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Y	01234		01/01/1000		01/01/1000	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000	
E	Builder's Risk Professional Services	L	Y	Y	123456		01/01/1000		01/01/1000	100% Insurable Value, replacement cost basis $1,000,000 each claim / $1,000,000 aggregate	

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

P

CERTIFICATE HOLDER

Q
City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Attn: Purchasing Dept.

CANCELLATION

R

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

AUTHORIZED REPRESENTATIVE

S

AUTHORIZED SIGNATURE REQUIRED HERE

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(*Instructions for completing and submitting a certificate to the City of Schertz*)

Complete the certificate of insurance with the information listed below:

A) Certificate of Insurance date
B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
C) Insured's (Insurance Policy Holder) Information – complete name & address information
D) Insurer (name/names of insurance company) **(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
F) Insurer letter represents which insurance company provides which type of coverage from D
G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Contractor Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
M) Insurance Policy #'s
N) Insurance policy effective dates (always check for current dates)
O) Insurance Policy limits (See Insurance Requirements Checklist)
P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
    (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
    (2) Waiver of Subrogation
    (3) Primary and Non-Contributory
    (4) Cancellation Notice
Q) City of Schertz's name and address information must be listed in this section
R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit “C”

EVIDENCE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2025

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

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

PRODUCER
GBMB Insurance Agency LLC
P. O. Box 790828
San Antonio TX 78279-0828

CONTACT NAME: Elaine Tope
PHONE (A/C, No, Ext): 210-366-5094 **FAX (A/C, No):** 210-366-9549
E-MAIL ADDRESS: elainet@gbmbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Mutual Casualty Co.	21415
INSURER B : Texas Mutual Insurance Co	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KUTSC01
Kutscher Drilling, Ltd.
& Kutscher Pump, Inc.
3810 Hunter Rd.
San Marcos TX 78666

COVERAGES **CERTIFICATE NUMBER:** 1725835511 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			6D03450-26	4/25/2025	4/25/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			6E03450-26	4/25/2025	4/25/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** [X] OCCUR			6J03450-26	4/25/2025	4/25/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			0001305098	4/25/2025	4/25/2026	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Policy forms are attached WC420304B CA7450222 CG76501013 CG75783617 CG74291198
Umbrella is follow form
Project Water Well Digging and Removal IFB # 2024-026

CERTIFICATE HOLDER

City of Schertz
1400 Schertz Parkway
Att: Purchasing Department
Schertz TX 78154

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Chris Blakeman

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EXHIBIT C

SERVICES AGREEMENT (LONESTAR ARMATURE)

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

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

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

Section 2. Scope of Work
(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

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

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

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

Section 3. Compensation
(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

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

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

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

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

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

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

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

Section 4. Time of Completion

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

(A) Contract Times: Days

The Work is expected to be substantially completed within ____ calendar days after the Notice to Proceed is given ("Substantial Completion")

(B) Liquidated Damages

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

required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by the Owner as a result of the failure of Contractor to complete within the Contract Time.

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

Section 6. Miscellaneous Provisions

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

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

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

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

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

subsection.

(F) *Conflict of Terms*.
Scope of work:
In the case of any conflicts between the terms of this Agreement within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the technical scope of Work, fee schedule, and contract time only and shall not dictate Agreement terms.
Other Agreements between parties:
In the case of any conflicts between the terms of this Agreement and wording contained within any other attachment, amendment, and agreement executed between the parties in conjunction with this Agreement, this Agreement shall govern.

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

Relevant definitions from the bill:

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

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

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

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

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

public safety).

(K) **INTERLOCAL PARTICIPATION**

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

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

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

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

Section 7. <u>Termination</u>

(A) This Agreement may be terminated:

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

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

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

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

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for

those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

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

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided

herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

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

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz	_____
Attn: Steve Williams, City Manager	_____
1400 Schertz Parkway	_____
Schertz, Texas 78154	

EXHIBIT A

SCOPE OF WORK

General

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

Project Scope

The City of Schertz is seeking proposals to provide **On-call** maintenance/repair services for the pumps and motors located at the various potable water, raw water and wastewater facilities throughout the City of Schertz. Respondents to this RFP should demonstrate knowledge and experience in maintenance and repair of various types of pumps and motors that will allow the City of Schertz to obtain cost effective delivery of high-quality service in a prompt and reliable manner.

The City of Schertz operates a variety of water production, distribution and wastewater collection systems. These systems utilize a variety of different styles and sizes of pumps, motors and associated components and supporting equipment.

For the purpose of this contract, maintenance and repair is defined as work that involves the maintenance, repair, replacement or rehabilitation of a broken system, component(s), or sub-component(s) of a pump or motor.

These systems, components or sub-components include but are not limited to:

1. Vertical turbine pumps and motors
2. Vertical line shaft well pumps and motors
3. Split-case horizontal pumps and motors
4. Submersible pumps (potable, raw and wastewater)
5. Hydraulic control devices such as PRVs and check valves
6. Plumbing (DI, Steel, PVC, etc.)
7. Motor starting and control equipment
8. Pump instrumentation and metering equipment
9. Pump and motor mechanical devices and apparatuses

Contractors shall furnish all labor, supervision, tools, equipment, materials, metering instruments, supplies, parts, transportation, mobilization, insurance, bonds, permits, incidentals, and quality control necessary to provide pump and/or motor maintenance and repair services on an "as-needed basis".

Pump and/or motor maintenance and repair services may include, but are not limited to the following:

1. Troubleshooting and technical assistance
2. Fabrication capabilities

3. Repair capabilities
4. Pump and motor upgrades and/or modifications
5. Instrumentation, metering and alignment testing and validation
6. Ability to hoist and maneuver split case and submersible pumps, motors and components up to 3,500lbs at heights or depths up to 50'
7. Ability to hoist and maneuver vertical line shaft well pumps and motors up to 300HP and 500' deep

The Contractor shall communicate and advise the City on the condition of equipment and the required actions to complete maintenance and repair services. Only new parts or components may be used. "Like-new" or reconditioned parts or components require prior approval from the City and should only be considered in emergency or extenuating circumstances.

Specific work requirements will be identified in each individual project as they are deemed necessary and approved by the City.

Contractor labor rates set forth herein shall remain fixed and firm for the term of the contract. Material costs shall be paid at cost for each project at time services are requested.

Proposal Submissions

Due to the broad nature of the scope of work within this RFP, and the potential to award this contract to multiple vendors, the City will consider partial submissions that will only service specific equipment and/or facilities.

If partial submission is to be made, proposer will be required to identify one or more categories they are submitting for in Section 8 (Cost Proposal) of the RFP. Proposers will not be considered for categories they do not select and will not be penalized for not electing to service all categories. The selection criteria will remain at the best value for the City as determined by the evaluation committee and the criteria laid out in Section 2.5 of this RFP.

Awarding

The City of Schertz anticipates awarding this on-call contract to one or more vendors based on the best value for the City. Proposers may elect to submit a proposal for any or all categories, and each category will be evaluated independently and awarded as such. Award of a contract for one category does not guarantee award of all categories that a proposer submits a proposal for. Criteria for award is outlined in Section 2.5 of this RFP.

Award of this contract does not come with any guarantee of a minimum or maximum amount of work as it is an on-call, as-needed basis. If awarded to multiple vendors efforts will be made to equitably split the work as needed, however, response time and price will be considered a factor in the final decision of who will be assigned the work.

General Information

Because any work under this contract is an on-call contract service, exact project specifications are not available. General specifications are included in this solicitation and form the basis for any work to be performed. The specifications are intended to indicate the requirements of the City which include generally accepted practice in the construction industry.

To determine the price of any work performed under the on-call services contract, respondent's labor costs shall remain fixed, and firm provided in response. Material costs shall be paid at cost for each project at time services are requested (plus factor, if applicable).

Selected respondent(s) shall be responsible for complying with all Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this RFP. Selected respondents are also required to adhere to all applicable local environmental ordinances.

The selected respondent shall be responsible for obtaining all required permits applicable to performance under any single order placed against this RFP.

Selected respondent(s) must be available to provide service twenty-four (24) hours a day, seven (7) days a week, 365-days a year, including holidays throughout the duration of the contract, and are to give "priority" to all City trade service requests. Response times for trade work will be answered within a 24-hour period.

Service will be performed at a variety of City locations, including, but not limited to, restricted areas. All unique requirements and regulations for each location shall be strictly followed by the selected respondent and personnel, and subcontractor's and personnel. The City, at its sole discretion, may request a criminal background check on any personnel entering City property.

The City, at its sole discretion, has the right to restrict any respondent's employee or subcontractor's employee who has questionable actions or background or criminal check results.

Scheduling of Work

Contractors must be able to provide service twenty-four (24) hours a day, seven (7) days a week, 365 days a year, including holidays throughout the duration of the contract. The City must be given "priority" to all City service requests.

Response times to normal service calls shall be within a 24-hour period.

Response times to emergency service calls shall be within a 2-hour period

Respondent shall provide City with a schedule indicating the date and time personnel will be at a particular facility to perform work. This schedule must be provided PRIOR to arrival at any facility.

Respondent shall diligently prosecute the work to completion within the time set forth for each individual project. The period of performance shall include allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup.

When possible, respondents must ensure that the purchase, delivery and storage of materials and equipment are made without interference with City operations and personnel.

Respondents shall take all necessary precautions to ensure that no damage shall result from operations on private or public property. All damage must be reported, repaired or replaced by respondents at no cost to the City.

Respondent must at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the work, respondents must remove from the premises all rubbish, tools, scaffolding, equipment, and materials, not the property of the City. Upon completing the work, Respondent must leave the site in a clean and orderly condition satisfactory to the City. Final cleanup is part of the project, and respondents are responsible for all constructions, refuse disposal containers and their removal from the site.

Warranty

General Warranty.

Respondents shall warrant that work performed conforms to the project specifications or PO requirements and is free of any defect in equipment, material, or workmanship performed by respondent or any of its subcontractors or suppliers at any tier. All work provided by respondents shall be warranted for a minimum period of 1 year from the date of final acceptance of the work.

Performance Warranty

Work performed under the on-call services contract shall meet all applicable standards and codes. Respondents shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of 1 year after completion of work. The warranty period shall commence upon date of acceptance by the City.

Material Warranty

Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE, unless previously approved by the City. Materials shall be warranted against material defects and defects in workmanship for a period of not less than 1 year. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one year, then the warranty period below shall be the length of the manufacturer's warranty. Respondents shall be ultimately responsible for the warranty. Respondents shall provide the City with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

Exhibit A - Bid Tables

Status	Bid/No Bid Decisio	#	Item	Per Hour	Numeric Unit Price	Total Cost
Category I: Potable Water Facility Pumps and Motors						
Success: All values provided	**Bid**	#1-1	**Service Call: Onsite Inspection/Troubleshooting During Business hours (Mon-Fri 7:30am-5:00pm)**	1	$ 95.00	$ 95.00
Success: All values provided	**Bid**	#1-2	**Emergency Service Call: Onsite Inspection/Troubleshooting Outside Business hours**	1	$ 125.00	$ 125.00
Success: All values provided	**Bid**	#1-3	**Crane Service: 15- & 18-ton crane with operator**	1	$ 192.00	$ 192.00
Success: All values provided	**Bid**	#1-4	**Crane Service: 15- & 18-ton cranes with two (2) person crew**	1	$ 276.00	$ 276.00
Not Bidding	**No Bid**	#1-5	**Rig Time: Commercial Size Rig – Labor and Service Truck / 3-person crew**	1		-
Not Bidding	**No Bid**	#1-6	**Rig Time: Residential Rig – Labor / 2-person crew**	1		-

Success: All values provided	**Bid**	#1-7	**Shop Labor: Pumping equipment break down, In-house inspection, rebuild**	1	$ 85.00	$ 85.00
Success: All values provided	**Bid**	#1-8	**Overtime Shop Labor: Pumping equipment tear down, in-house inspection, rebuild**	1	$ 125.00	$ 125.00
Success: All values provided	**Bid**	#1-9	**Service Truck and 2-person crew**	1	$ 350.00	$ 350.00
Success: All values provided	**Bid**	#1-10	**Emergency Service Call: Holidays**	1	$ 200.00	$ 200.00
Not Bidding	**No Bid**	#1-11	**Emergency Rig Rate: Weekends & Afterhours**	1		-
Not Bidding	**No Bid**	#1-12	**Emergency Rig Rate: Holidays**	1		-
Not Bidding	**No Bid**	#1-13	**Fabrication Services**	1		-
Basket Total						**$ 1,448.00**

Category II: Raw Water Facility Pumps and Motors

Success: All values provided	Bid	#2-1	Service Call: Onsite Inspection/Troubleshooting During Business hours (Mon-Fri 7:30am-5:00pm)	1	$ 95.00	$ 95.00
Success: All values provided	Bid	#2-2	Emergency Service Call: Onsite Inspection/Troubleshooting Outside Business hours	1	$ 125.00	$ 125.00
Success: All values provided	Bid	#2-3	Crane Service: 15- & 18-ton crane with operator	1	$ 192.00	$ 192.00
Success: All values provided	Bid	#2-4	Crane Service: 15- & 18-ton cranes with two (2) person crew	1	$ 276.00	$ 276.00
Not Bidding	No Bid	#2-5	Rig Time: Commercial Size Rig – Labor and Service Truck / 3-person crew	1		-
Not Bidding	No Bid	#2-6	Rig Time: Residential Rig – Labor / 2-person crew	1		-

Success: All values provided	Bid	#2-7	Shop Labor: Pumping equipment break down, In-house inspection, rebuild	1	$ 85.00	$ 85.00
Success: All values provided	Bid	#2-8	Overtime Shop Labor: Pumping equipment tear down, in-house inspection, rebuild	1	$ 125.00	$ 125.00
Success: All values provided	Bid	#2-9	Service Truck and 2-person crew	1	$ 350.00	$ 350.00
Success: All values provided	Bid	#2-10	Emergency Service Call: Holidays	1	$ 200.00	$ 200.00
Not Bidding	No Bid	#2-11	Emergency Rig Rate: Weekends & Afterhours	1		-
Not Bidding	No Bid	#2-12	Emergency Rig Rate: Holidays	1		-
Not Bidding	No Bid	#2-13	Fabrication Services	1		-
Basket Total						$ 1,448.00

Category III: Wastewater Facility Pumps and Motors

Not Bidding	**No Bid**	#3-1	**Service Call: Onsite Inspection/Troubleshooting During Business hours (Mon-Fri 7:30am-5:00pm)**	1		-
Not Bidding	**No Bid**	#3-2	**Emergency Service Call: Onsite Inspection/Troubleshooting Outside Business hours**	1		-
Not Bidding	**No Bid**	#3-3	**Crane Service: 15- & 18-ton crane with operator**	1		-
Not Bidding	**No Bid**	#3-4	**Crane Service: 15- & 18-ton cranes with two (2) person crew**	1		-
Not Bidding	**No Bid**	#3-5	**Rig Time: Commercial Size Rig – Labor and Service Truck / 3-person crew**	1		-

Not Bidding	**No Bid**	#3-6	**Rig Time: Residential Rig – Labor / 2-person crew**	1		-
Not Bidding	**No Bid**	#3-7	**Shop Labor: Pumping equipment break down, In-house inspection, rebuild**	1		-
Not Bidding	**No Bid**	#3-8	**Overtime Shop Labor: Pumping equipment tear down, in-house inspection, rebuild**	1		-
Not Bidding	**No Bid**	#3-9	**Service Truck and 2-person crew**	1		-
Not Bidding	**No Bid**	#3-10	**Emergency Service Call: Holidays**	1		-
Not Bidding	**No Bid**	#3-11	**Emergency Rig Rate: Weekends & Afterhours**	1		-
Not Bidding	**No Bid**	#3-12	**Emergency Rig Rate: Holidays**	1		-
Not Bidding	**No Bid**	#3-13	**Fabrication Services**	1		-

					Text	Text	Numeric
Status	Bid/No Bid Decision	#	Item	Quantity Required	Service Name/Description	Unit of Measurement	Unit Price
Alternate Service Proposals							
Success: All values provided	**Bid**	#1-1	**Alternate Service 1**	1	IN SHOP MACHINE WORK	HOURLY	$ 125.00
Not Bidding	**No Bid**	#1-2	**Alternate Service 2**	1			
Not Bidding	**No Bid**	#1-3	**Alternate Service 3**	1			
Not Bidding	**No Bid**	#1-4	**Alternate Service 4**	1			
Not Bidding	**No Bid**	#1-5	**Alternate Service 5**	1			
Not Bidding	**No Bid**	#1-6	**Alternate Service 6**	1			
Not Bidding	**No Bid**	#1-7	**Alternate Service 7**	1			

Not Bidding	**No Bid**	#1-8	**Alternate Service 11**	1			
Not Bidding	**No Bid**	#1-9	**Alternate Service 8**	1			
Not Bidding	**No Bid**	#1-10	**Alternate Service 9**	1			
Not Bidding	**No Bid**	#1-11	**Alternate Service 10**	1			
Not Bidding	**No Bid**	#1-12	**Alternate Service 12**	1			
Basket Total							

Grand Total	

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

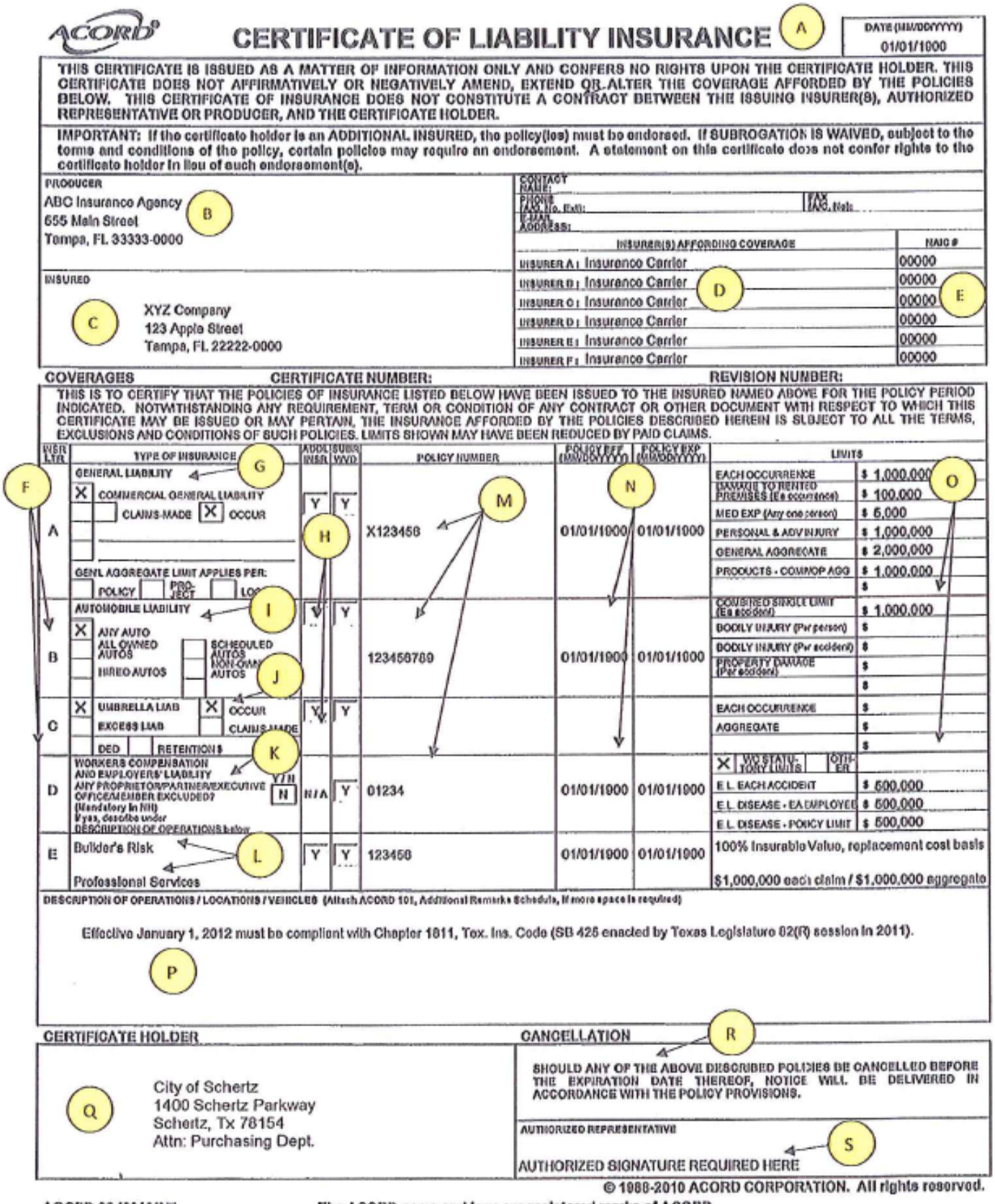
INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

City of Schertz
Purchasing Department
1400 Schertz Parkway
Schertz, TX 78154

emailed to: purchasing@schertz.com
Faxed to: 210-619-1169



ACORD

CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY)
01/01/1000

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

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

PRODUCER
ABC Insurance Agency
555 Main Street
Tampa, FL 33333-0000

B

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Carrier	00000
INSURER B : Insurance Carrier	00000
INSURER C : Insurance Carrier	00000
INSURER D : Insurance Carrier	00000
INSURER E : Insurance Carrier	00000
INSURER F : Insurance Carrier	00000

D

E

INSURED
C
XYZ Company
123 Apple Street
Tampa, FL 22222-0000

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

F

INSR LTR	TYPE OF INSURANCE	G	ADDL INSR	SUBR WVD	POLICY NUMBER	M	POLICY EFF (MM/DD/YYYY)	N	POLICY EXP (MM/DD/YYYY)	LIMITS	O
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	H	Y	Y	X123456		01/01/1000		01/01/1000	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000 $	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	I J	Y	Y	123456789		01/01/1000		01/01/1000	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $	
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	K	Y	Y						EACH OCCURRENCE $ AGGREGATE $ $	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Y	01234		01/01/1000		01/01/1000	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000	
E	Builder's Risk Professional Services	L	Y	Y	123456		01/01/1900		01/01/1900	100% Insurable Value, replacement cost basis $1,000,000 each claim / $1,000,000 aggregate	

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

P

CERTIFICATE HOLDER

Q
City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Attn: Purchasing Dept.

CANCELLATION

R

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

AUTHORIZED REPRESENTATIVE

S

AUTHORIZED SIGNATURE REQUIRED HERE

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(*Instructions for completing and submitting a certificate to the City of Schertz*)

Complete the certificate of insurance with the information listed below:

A) Certificate of Insurance date
B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
C) Insured's (Insurance Policy Holder) Information – complete name & address information
D) Insurer (name/names of insurance company) **(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
F) Insurer letter represents which insurance company provides which type of coverage from D
G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Contractor Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
M) Insurance Policy #'s
N) Insurance policy effective dates (always check for current dates)
O) Insurance Policy limits (See Insurance Requirements Checklist)
P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
    (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
    (2) Waiver of Subrogation
    (3) Primary and Non-Contributory
    (4) Cancellation Notice
Q) City of Schertz's name and address information must be listed in this section
R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit “C”

EVIDENCE OF INSURANCE

Agenda No. 7.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 18, 2025**
Department:	**Public Works**
Subject:	**Resolution 25-R-149 – Authorizing on-call materials contracts with Asphalt Patch Enterprises, Inc, Brauntex Materials, Inc, Express Metered Concrete LLC, and Vulcan Construction Materials LLC (B.James/L.Busch/N.Ferris)**

BACKGROUND

The City of Schertz requested proposals for an on-call materials service contractors and pricing for asphalt, back-fill and concrete materials. Four contractors provided proposals in response to the solicitation. Upon evaluation of the pricing and qualifications, City staff is recommending award to Asphalt Patch Enterprises, Inc, Brauntex Materials, Inc, Express Metered Concrete LLC and Vulcan Construction Materials LLC based upon cost-effectiveness and quality of work. These contractors will be available for use city-wide by various departments in accordance with the specific service proposal they submitted as outlined in the agreement. This will be for individual projects that are under $100k and within the approved budget. All individual projects exceeding $100k will be presented to council separately per City Policy. If approved, The Agreement shall become effective upon the date of the final signature and shall remain in effect through October 30, 2028, with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in the Agreement.

GOAL

To authorize the City Manager to enter into an On-Call Materials Service contract with Asphalt Patch Enterprises, Inc, Brauntex Materials, Inc, Express Metered Concrete LLC and Vulcan Construction Materials LLC.

COMMUNITY BENEFIT

The City will be able to contact any of the approved vendors for materials needed within the scope of the contract without going through the RFP process each time. This will result in an effective and efficient operational process.

SUMMARY OF RECOMMENDED ACTION

Approval of the resolution will allow the execution of this On-Call Materials Service contract.

FISCAL IMPACT

Fiscal impact will vary depending on the specific project. The costs for materials and associated fees are included in the Professional Service Agreements. Funding available for projects may be allocated within each fiscal year's operating budget.

RECOMMENDATION

Approval of Resolution 25-R-149.

Attachments

Resolution 25-R-149 with Attachments

RESOLUTION 25-R-149

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ASPHALT PATCH ENTERPRISES, INC, BRAUNTEX MATERIALS, INC, EXPRESS METERED CONCRETE LLC, AND VULCAN CONSTRUCTION MATERIALS LLC.

WHEREAS, the City of Schertz has solicited proposals for on-call materials services contract; and

WHEREAS, City Staff has determined that Asphalt Patch Enterprises, Inc, Brauntex Materials, Inc, Express Metered Concrete LLC, and Vulcan Construction Materials LLC, are qualified to provide such services for the City; and

WHEREAS, City Staff has determined it is in the best interest of the City and its residents to contract these services on an as-needed basis; and

WHEREAS, the City Council desires to allow the City Manager to approve and execute an on-call materials services contract with Asphalt Patch Enterprises, Inc, Brauntex Materials, Inc, Express Metered Concrete LLC, and Vulcan Construction Materials LLC.

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

Section 1. The City Council hereby authorized the City Manager to execute and deliver the contracts with Asphalt Patch Enterprises, Inc, Brauntex Materials, Inc, Express Metered Concrete LLC, and Vulcan Construction Materials LLC for on-call material services in substantially the forms set forth attached hereto as Exhibit A (SERVICE AGREEMENT, ASPHALT PATCH ENTERPRISES INC.), Exhibit B (SERVICE AGREEMENT, BRAUNTEX MATERIALS, INC.), Exhibit C (SERVICE AGREEMENT, EXPRESS METERED CONCRETE LLC), and Exhibit D (SERVICE AGREEMENT, VULCAN CONSTRUCTION MATERIALS LLC).

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of the 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 the 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 hereof 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

SERVICES AGREEMENT (ASPHALT PATCH ENTERPRISES, INC)

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and Asphalt Patch Enterprises, Inc.("Contractor").

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

Section 2. Scope of Work
(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

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

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

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

Section 3. Compensation
(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

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

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

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

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

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

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

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

Section 4. Time of Completion

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

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

carrying out the work involved in this Agreement. The general aggregate shall be no less than $2,000,000.

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

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

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

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

Section 6. Miscellaneous Provisions

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

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

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

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work

to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

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

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

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

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

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

(K) **INTERLOCAL PARTICIPATION**

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

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

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

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

Section 7. Termination

(A) This Agreement may be terminated:

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

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

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

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

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

Section 8. Indemnification

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

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

Within this Agreement, words of any gender shall be held and construed to include any other

gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments
All exhibits and attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement
It is understood and agreed that this Agreement, which incorporates the original RFP, Contractor's Response to RFP, and Purchase Order(s) issued for payment contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

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

Section 20. Relationship of Parties
Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit
City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 22. Dispute Resolution
In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied

party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz	_____
Attn: Steve Williams, City Manager	_____
1400 Schertz Parkway	_____
Schertz, Texas 78154	

SECTION 5

SCOPE OF WORK

General

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

Project Scope

The City of Schertz is seeking proposals to provide materials for various Public Works projects on an on-call, as-needed basis. The materials required include asphalt, backfill, and concrete.

Awarding

The City of Schertz anticipates awarding this contract to multiple vendors in order to meet the full requirements for materials. Vendors may elect to submit a proposal for each of the requested materials or any combination based on their qualifications. Vendors will select which material service they are submitting a proposal for below. Vendors do not have to submit for each requested service to be considered. The City reserves the right to make no awards for any services wherein the submitted proposals do not meet the requirements and/or expectations of price, availability, and timeline for delivery.

Service Categories

List of current and required material services as follows:

- Asphalt Materials
  - Type D Hotmix PG64-22
  - Type D Hotmix PG70-22
  - Type B Hotmix PG70-22
  - Asphalt Treated Base
  - Patching Material SCM I

- Backfill Materials
  - Manufactured Sand (Concrete Sand)
  - Flexible Base, Grade 1
  - Flexible Base, Grade 2
  - Crushed Aggregate for 8” – 15” Pipe
  - Chat Rock, Gem Sand

- Concrete Materials
  - Class "A" Concrete (4,000 psi)
  - Class "B" Concrete (3,000 psi)
  - Flowable Fill

ATTACHMENT B
On-Call Asphalt Materials Cost Proposal

B.1 Required Materials

The following list includes all the asphalt materials that the City may require. These materials will be picked up by City Staff and transported on City provided vehicles. Contractor will be required to load material at pickup location.

Product Description	Specification	Product ID	Material Rate (Per Ton)
Type D Hotmix PG64-22	Section 02741	No BID	
Type D Hotmix PG70-22	Section 02741	No BID	
Type B Hotmix PG70-22	Section 02741	No BID	
Asphalt Treated Base	Section 02711	No BID	
Patching Material SCM I	TxDOT DMS-9209	ASP-HP-93	#149.86

*All inclusive price.

B.2 **Pickup Location**

Provide the physical address where the material will be picked up from:

Street: 7610 Barbarossa Rd
City: New Braunfels, TX 78130
State/Zip: TX 78130

B.3 Additional Fees / Cost

Please describe any additional cost or fees not included in the above materials cost, to include loading, labor, etc.

N/A - No additional cost or fees -

ATTACHMENT C
On-Call Backfill Materials

C.1 Required Materials

The following list includes all the asphalt materials that the City may require. These materials will be picked up by City Staff and transported on City provided vehicles. Contractor will be required to load materials at pickup location.

Product Description	Specification	Product ID	Material Rate (Per Ton)
Manufactured Sand (Concrete Sand)	**Section 02320 Part 2.02 E**	NO BID	
Flexible Base, Grade 1	**Section 02713 Part 2.01 B**	NO BID	
Flexible Base, Grade 2	**Section 02713 Part 2.01 B**	NO BID	
3/4" Wash Rock (Crushed Aggregate for 8" – 15" Pipe)	**Section 02320 Part 2.02 H**	NO BID	
Chat Rock (Gem Sand)	**Section 02320 Part 2.02 F**	NO BID	

C.2 **Pickup Location**

Provide the physical address where the material will be picked up from:

Street: N/A

City: _____

State/Zip: _____

C.3 Additional Fees / Cost

Please describe any additional cost or fees not included in the above materials cost, to include loading, labor, etc.

N/A

ATTACHMENT D

On-Call Concrete Materials

D.1 Required Materials

The following list includes all the cementitious materials that the City may require. These materials will require delivery and may involve delivery to more than one location on same load, with an estimated response time of 72 hours for planned projects. There may be need for emergency response deliveries, with a required response time of eight (8) hours. Please provide a cost proposal for both planned and emergency delivery in your proposal below:

PLANNED DELIVERY		**72 HOUR RESPONSE TIME**	
Product Description	**Specification**	**Product ID**	**Material Rate (Per Ton)**
Class "A" Concrete (4,000 psi)	**Section 03315**	NO BID	
Class "B" Concrete (3,000 psi)	**Section 03315**	NO BID	
Flowable Fill	**Section 02320 Part 2.02 N**	NO BID	

Planned Delivery Rate	**Indicate Per-Mile Charge or Flat Rate**	**Cost**
Note- This may involve delivery to multiple locations on same load	N/A	

ATTACHMENT D (Cont.)
On-Call Concrete Materials

EMERGENCY DELIVERY		8 HOUR RESPONSE TIME	
Product Description	**Specification**	**Product ID**	**Material Rate (Per Ton)**
Class "A" Concrete (4,000 psi)	**Section 03315**	NO BID	
Class "B" Concrete (3,000 psi)	**Section 03315**	NO BID	
Flowable Fill	**Section 02320 Part 2.02 N**	NO BID	

Planned Delivery Rate	**Indicate Per-Mile Charge or Flat Rate**	**Cost**
Note- This may involve delivery to multiple locations on same load	N/A	

D.2 **Pickup Location**

Provide the physical address where the material will be picked up from:

Street: N/A

City: _____

State/Zip: _____

D.3 Additional Fees / Cost

Please describe any additional cost or fees not included in the above materials cost, to include loading, labor, etc.

N/A

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

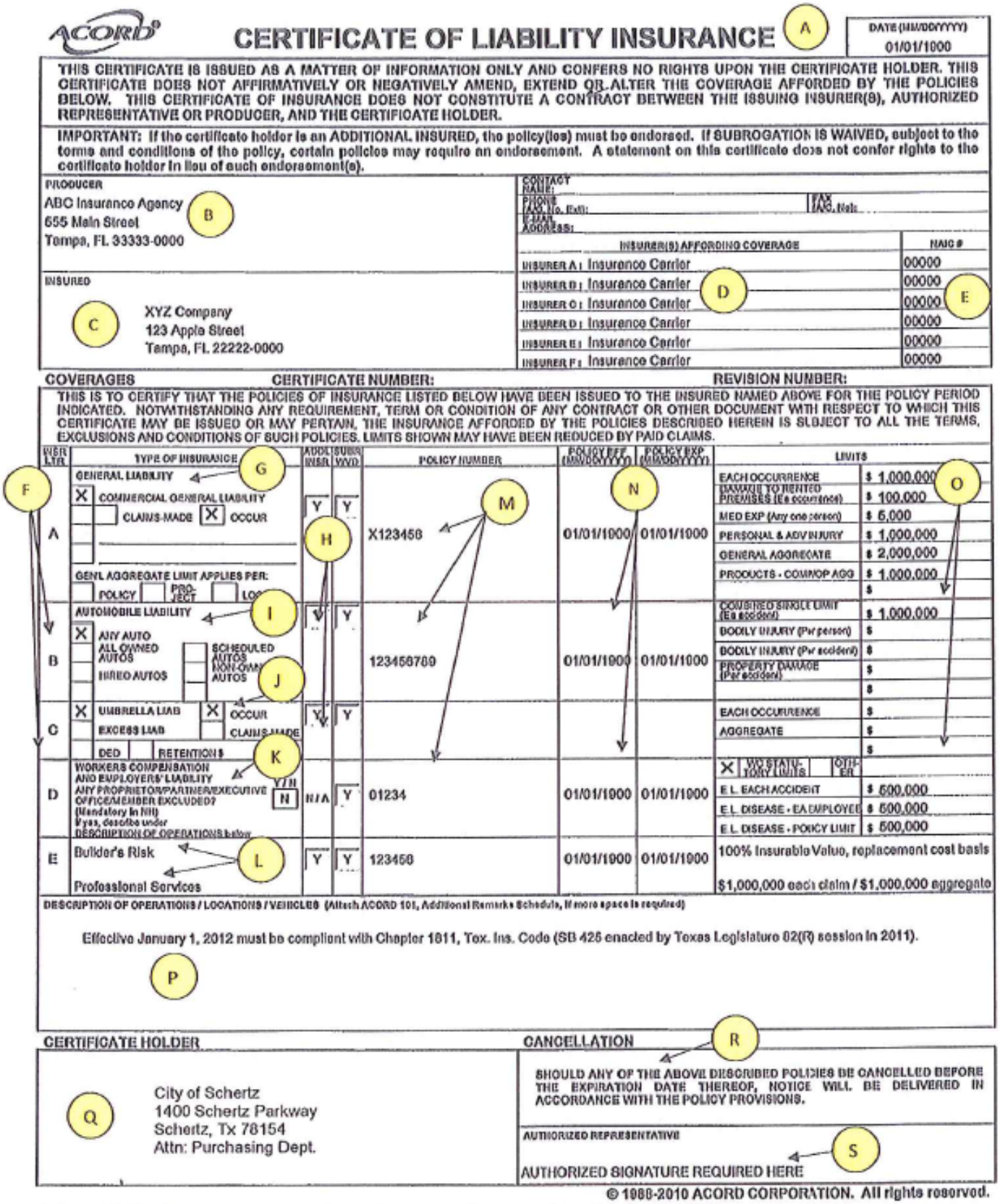
INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

City of Schertz
Purchasing Department
1400 Schertz Parkway
Schertz, TX 78154

emailed to: purchasing@schertz.com
Faxed to: 210-619-1169



ACORD

CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY)
01/01/1000

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

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

PRODUCER
ABC Insurance Agency
555 Main Street
Tampa, FL 33333-0000
B

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Carrier	00000
INSURER B : Insurance Carrier	00000
INSURER C : Insurance Carrier	00000
INSURER D : Insurance Carrier	00000
INSURER E : Insurance Carrier	00000
INSURER F : Insurance Carrier	00000

D

E

INSURED
C
XYZ Company
123 Apple Street
Tampa, FL 22222-0000

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

F

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY G X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y H	Y	X123456 M	01/01/1000 N	01/01/1000	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000 $ O
B	AUTOMOBILE LIABILITY I X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS J	Y	Y	123456789	01/01/1000	01/01/1000	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ K	Y	Y				EACH OCCURRENCE $ AGGREGATE $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A	Y	01234	01/01/1000	01/01/1000	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000
E	Builder's Risk L Professional Services	Y	Y	123456	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis $1,000,000 each claim / $1,000,000 aggregate

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

P

CERTIFICATE HOLDER

Q
City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Attn: Purchasing Dept.

CANCELLATION

R

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

AUTHORIZED REPRESENTATIVE

S

AUTHORIZED SIGNATURE REQUIRED HERE

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(*Instructions for completing and submitting a certificate to the City of Schertz*)

Complete the certificate of insurance with the information listed below:

A) Certificate of Insurance date
B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
C) Insured's (Insurance Policy Holder) Information – complete name & address information
D) Insurer (name/names of insurance company) **(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
F) Insurer letter represents which insurance company provides which type of coverage from D
G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Contractor Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
M) Insurance Policy #'s
N) Insurance policy effective dates (always check for current dates)
O) Insurance Policy limits (See Insurance Requirements Checklist)
P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
    (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
    (2) Waiver of Subrogation
    (3) Primary and Non-Contributory
    (4) Cancellation Notice
Q) City of Schertz's name and address information must be listed in this section
R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit “C”

EVIDENCE OF INSURANCE

EXHIBIT B

SERVICES AGREEMENT (BRAUNTEX MATERIALS INC)

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and Brauntex Materials, Inc("Contractor").

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

Section 2. Scope of Work
(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

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

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

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

Section 3. Compensation
(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

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

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

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

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

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

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

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

Section 4. Time of Completion

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

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

carrying out the work involved in this Agreement. The general aggregate shall be no less than $2,000,000.

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

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

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

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

Section 6. Miscellaneous Provisions

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

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

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

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work

to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

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

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

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

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

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

(K) **INTERLOCAL PARTICIPATION**

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

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

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

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

Section 7. Termination

(A) This Agreement may be terminated:

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

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

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

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

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

Section 8. Indemnification

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

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

Within this Agreement, words of any gender shall be held and construed to include any other

gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments
All exhibits and attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement
It is understood and agreed that this Agreement, which incorporates the original RFP, Contractor's Response to RFP, and Purchase Order(s) issued for payment contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

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

Section 20. Relationship of Parties
Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit
City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 22. Dispute Resolution
In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied

party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz	_____
Attn: Steve Williams, City Manager	_____
1400 Schertz Parkway	_____
Schertz, Texas 78154	

SECTION 5

SCOPE OF WORK

General

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

Project Scope

The City of Schertz is seeking proposals to provide materials for various Public Works projects on an on-call, as-needed basis. The materials required include asphalt, backfill, and concrete.

Awarding

The City of Schertz anticipates awarding this contract to multiple vendors in order to meet the full requirements for materials. Vendors may elect to submit a proposal for each of the requested materials or any combination based on their qualifications. Vendors will select which material service they are submitting a proposal for below. Vendors do not have to submit for each requested service to be considered. The City reserves the right to make no awards for any services wherein the submitted proposals do not meet the requirements and/or expectations of price, availability, and timeline for delivery.

Service Categories

List of current and required material services as follows:

- Asphalt Materials
  - Type D Hotmix PG64-22
  - Type D Hotmix PG70-22
  - Type B Hotmix PG70-22
  - Asphalt Treated Base
  - Patching Material SCM I

- Backfill Materials
  - Manufactured Sand (Concrete Sand)
  - Flexible Base, Grade 1
  - Flexible Base, Grade 2
  - Crushed Aggregate for 8” – 15” Pipe
  - Chat Rock, Gem Sand

- Concrete Materials
  - Class "A" Concrete (4,000 psi)
  - Class "B" Concrete (3,000 psi)
  - Flowable Fill

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

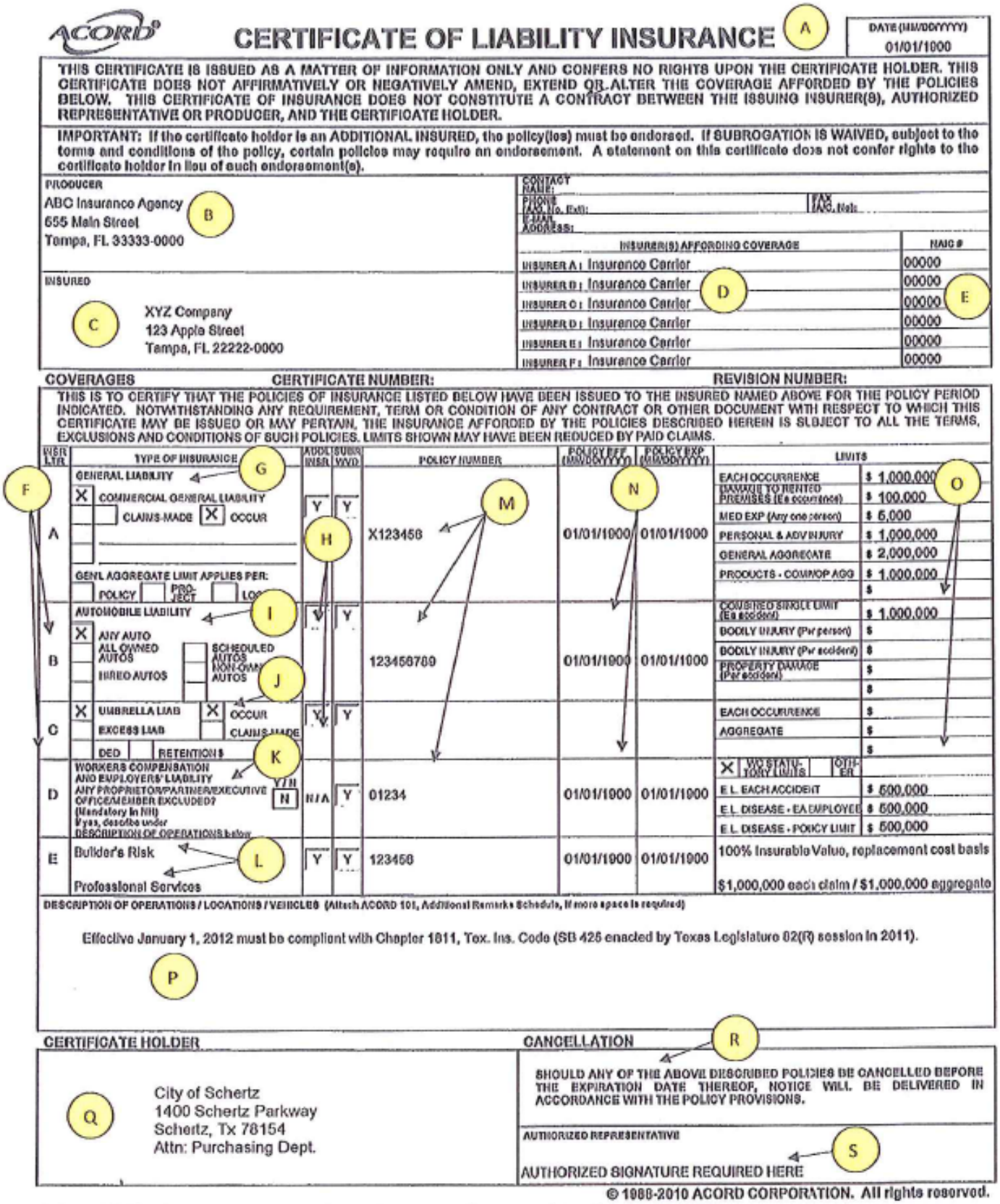
INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

City of Schertz
Purchasing Department
1400 Schertz Parkway
Schertz, TX 78154

emailed to: purchasing@schertz.com
Faxed to: 210-619-1169



ACORD

CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY)
01/01/1000

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

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

PRODUCER
ABC Insurance Agency
555 Main Street
Tampa, FL 33333-0000
B

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Carrier	00000
INSURER B : Insurance Carrier	00000
INSURER C : Insurance Carrier	00000
INSURER D : Insurance Carrier	00000
INSURER E : Insurance Carrier	00000
INSURER F : Insurance Carrier	00000

D

E

INSURED
C
XYZ Company
123 Apple Street
Tampa, FL 22222-0000

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

F

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY G X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y H	Y	X123456 M	01/01/1000 N	01/01/1000	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000 $ O
B	AUTOMOBILE LIABILITY I X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS J	Y	Y	123456789	01/01/1000	01/01/1000	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ K	Y	Y				EACH OCCURRENCE $ AGGREGATE $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A	Y	01234	01/01/1000	01/01/1000	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000
E	Builder's Risk L Professional Services	Y	Y	123456	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis $1,000,000 each claim / $1,000,000 aggregate

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

P

CERTIFICATE HOLDER

Q
City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Attn: Purchasing Dept.

CANCELLATION

R

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

AUTHORIZED REPRESENTATIVE

S

AUTHORIZED SIGNATURE REQUIRED HERE

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(*Instructions for completing and submitting a certificate to the City of Schertz*)

Complete the certificate of insurance with the information listed below:

A) Certificate of Insurance date
B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
C) Insured's (Insurance Policy Holder) Information – complete name & address information
D) Insurer (name/names of insurance company) **(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
F) Insurer letter represents which insurance company provides which type of coverage from D
G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Contractor Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
M) Insurance Policy #'s
N) Insurance policy effective dates (always check for current dates)
O) Insurance Policy limits (See Insurance Requirements Checklist)
P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
    (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
    (2) Waiver of Subrogation
    (3) Primary and Non-Contributory
    (4) Cancellation Notice
Q) City of Schertz's name and address information must be listed in this section
R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit “C”

EVIDENCE OF INSURANCE

On-Call Asphalt Materials Cost Proposal

Required Materials

The following list includes all the asphalt materials that the City may require. These materials will be picked up by City Staff and transported on City provided vehicles. Contractor will be required to load material at pickup location.

Product Description	Specification	Product ID	Material Rate (Per Ton)
Type D Hotmix PG64-22	Section 02741	041	$59.00
Type D Hotmix PG70-22	Section 02741	3268-D7022	$63.00
Type B Hotmix PG70-22	Section 02741	3268-B7022	$63.00
Asphalt Treated Base	Section 02711	016	$65.00
Patching Material SCM I	TxDOT DMS-9209	NO BID	NO BID

Pickup Location

Provide the physical address where the material will be picked up from:

Street: 1504 Wald Rd

City: New Braunfels

State/Zip: Texas 78132

Additional Fees / Cost

Please describe any additional cost or fees not included in the above materials cost, to include loading, labor, etc.

None

On-Call Backfill Materials

Required Materials

The following list includes all the asphalt materials that the City may require. These materials will be picked up by City Staff and transported on City provided vehicles. Contractor will be required to load materials at pickup location.

Product Description	Specification	Product ID	Material Rate (Per Ton)
Manufactured Sand (Concrete Sand)	**Section 02320 Part 2.02 E**	040	$16.50
Flexible Base, Grade 1	**Section 02713 Part 2.01 B**	001	$10.75
Flexible Base, Grade 2	**Section 02713 Part 2.01 B**	003	$7.25
3/4" Wash Rock (Crushed Aggregate for 8" – 15" Pipe)	**Section 02320 Part 2.02 H**	043	$18.75
Chat Rock (Gem Sand)	**Section 02320 Part 2.02 F**	NO BID	NO BID

Pickup Location

Provide the physical address where the material will be picked up from:

Street: 1504 Wald Rd

City: New Braunfels

State/Zip: Texas 78132

Additional Fees / Cost

Please describe any additional cost or fees not included in the above materials cost, to include loading, labor, etc.

None

On-Call Concrete Materials

Required Materials

The following list includes all the cementitious materials that the City may require. These materials will require delivery and may involve delivery to more than one location on same load, with an estimated response time of 72 hours for planned projects. There may be need for emergency response deliveries, with a required response time of eight (8) hours. Please provide a cost proposal for both planned and emergency delivery in your proposal below:

PLANNED DELIVERY		72 HOUR RESPONSE TIME	
Product Description	**Specification**	**Product ID**	**Material Rate (Per Ton)**
Class "A" Concrete (4,000 psi)	**Section 03315**	4004NF	$140.00/cubic yard
Class "B" Concrete (3,000 psi)	**Section 03315**	3004NF	$135.00/cubic yard
Flowable Fill	**Section 02320 Part 2.02 N**	401	$110.00/cubic yard

Planned Delivery Rate	Indicate Per-Mile Charge or Flat Rate	Cost
Note- This may involve delivery to multiple locations on same load	Flat Rate	$450.00

EMERGENCY DELIVERY		8 HOUR RESPONSE TIME	
Product Description	**Specification**	**Product ID**	**Material Rate (Per Ton)**
Class "A" Concrete (4,000 psi)	**Section 03315**	4004NF	$150.00/cubic yard
Class "B" Concrete (3,000 psi)	**Section 03315**	3004NF	$145.00/cubic yard
Flowable Fill	**Section 02320 Part 2.02 N**	401	$120.00/cubic yard

Planned Delivery Rate	Indicate Per-Mile Charge or Flat Rate	Cost
Note- This may involve delivery to multiple locations on same load	Flat Rate	$450

Pickup Location

Provide the physical address where the material will be picked up from:

Street: 1504 World Rd

City: New Braunfels, TX 78132

State/Zip: Texas 78132

Additional Fees/ Cost

Please describe any additional cost or fees not included in the above materials cost, to include loading, labor, etc.

None

EXHIBIT C

SERVICES AGREEMENT (EXPRESS METERED CONCRETE LLC)

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and Express Metered Concrete LLC("Contractor").

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

Section 2. Scope of Work
(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

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

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

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

Section 3. Compensation
(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

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

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

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

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

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

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

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

Section 4. Time of Completion

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

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

carrying out the work involved in this Agreement. The general aggregate shall be no less than $2,000,000.

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

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

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

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

Section 6. Miscellaneous Provisions

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

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

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

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work

to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

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

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

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

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

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

(K) **INTERLOCAL PARTICIPATION**

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

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

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

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

Section 7. Termination

(A) This Agreement may be terminated:

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

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

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

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

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

Section 8. Indemnification

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

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

Within this Agreement, words of any gender shall be held and construed to include any other

gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments
All exhibits and attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement
It is understood and agreed that this Agreement, which incorporates the original RFP, Contractor's Response to RFP, and Purchase Order(s) issued for payment contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

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

Section 20. Relationship of Parties
Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit
City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 22. Dispute Resolution
In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied

party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz	_____
Attn: Steve Williams, City Manager	_____
1400 Schertz Parkway	_____
Schertz, Texas 78154	

SECTION 5

SCOPE OF WORK

General

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

Project Scope

The City of Schertz is seeking proposals to provide materials for various Public Works projects on an on-call, as-needed basis. The materials required include asphalt, backfill, and concrete.

Awarding

The City of Schertz anticipates awarding this contract to multiple vendors in order to meet the full requirements for materials. Vendors may elect to submit a proposal for each of the requested materials or any combination based on their qualifications. Vendors will select which material service they are submitting a proposal for below. Vendors do not have to submit for each requested service to be considered. The City reserves the right to make no awards for any services wherein the submitted proposals do not meet the requirements and/or expectations of price, availability, and timeline for delivery.

Service Categories

List of current and required material services as follows:

- Asphalt Materials
  - Type D Hotmix PG64-22
  - Type D Hotmix PG70-22
  - Type B Hotmix PG70-22
  - Asphalt Treated Base
  - Patching Material SCM I

- Backfill Materials
  - Manufactured Sand (Concrete Sand)
  - Flexible Base, Grade 1
  - Flexible Base, Grade 2
  - Crushed Aggregate for 8” – 15” Pipe
  - Chat Rock, Gem Sand

- Concrete Materials
  - Class "A" Concrete (4,000 psi)
  - Class "B" Concrete (3,000 psi)
  - Flowable Fill

ATTACHMENT D

On-Call Concrete Materials

D.1 Required Materials

The following list includes all the cementitious materials that the City may require. These materials will require delivery and may involve delivery to more than one location on same load, with an estimated response time of 72 hours for planned projects. There may be need for emergency response deliveries, with a required response time of eight (8) hours. Please provide a cost proposal for both planned and emergency delivery in your proposal below:

PLANNED DELIVERY		72 HOUR RESPONSE TIME	
Product Description	**Specification**	**Product ID**	**Material Rate (~~Per Ton~~) CY**
Class "A" Concrete (4,000 psi)	**Section 03315**	4000 psi	#167/CY 4 cy minimum charge
Class "B" Concrete (3,000 psi)	**Section 03315**	3000 psi	#153/CY 4 cy minimum charge
Flowable Fill	**Section 02320 Part 2.02 N**	Flowable Fill ∠200 psi	#124/CY 7 cy minimum charge/truck

Planned Delivery Rate	Indicate Per-Mile Charge or Flat Rate	Cost
Note- This may involve delivery to multiple locations on same load	#60/truck each truck - 1 hr pour time after 1 hr #3/min	

* if delivery to multiple locations - the time will continue to run. Concrete will be mixed Fresh onsite at each location

ATTACHMENT D (Cont.)
On-Call Concrete Materials

EMERGENCY DELIVERY		8 HOUR RESPONSE TIME	
Product Description	**Specification**	**Product ID**	**Material Rate ~~(Per Ton)~~ CY**
Class "A" Concrete (4,000 psi)	**Section 03315**	4000 psi	$167/cy 4 cy min charge
Class "B" Concrete (3,000 psi)	**Section 03315**	3000 psi	$153/cy 4 cy min charge
Flowable Fill < 200 psi	**Section 02320 Part 2.02 N**	Flowable Fill < 200 psi	$124/cy 7 cy min charge/truck

Planned Delivery Rate	Indicate Per-Mile Charge or Flat Rate	Cost
Note- This may involve delivery to multiple locations on same load	$60/truck each truck – 1 hr pour time. After 1 hr $3/min	

* if delivery to multiple locations – the truck time will continue to run.

* Concrete will be mixed onsite – concrete mixed fresh onsite at each location
Volumetric Concrete mixers.

D.2 **Pickup Location**

Provide the physical address where the material will be picked up from:

* Street: 2077 Wald Rd
City: New Braunfels
State/Zip: TX 78132

D.3 Additional Fees / Cost

Please describe any additional cost or fees not included in the above materials cost, to include loading, labor, etc.

After 1 hr/truck Overtime $3/min, Weekend Fee $175/truck, After hours 5pm call out – $175, Sunday Call out $500/truck, Wash out fee $100/bag if not washout area provided (Customer responsible for disposal) - Late night call out $500 (After 7pm)

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

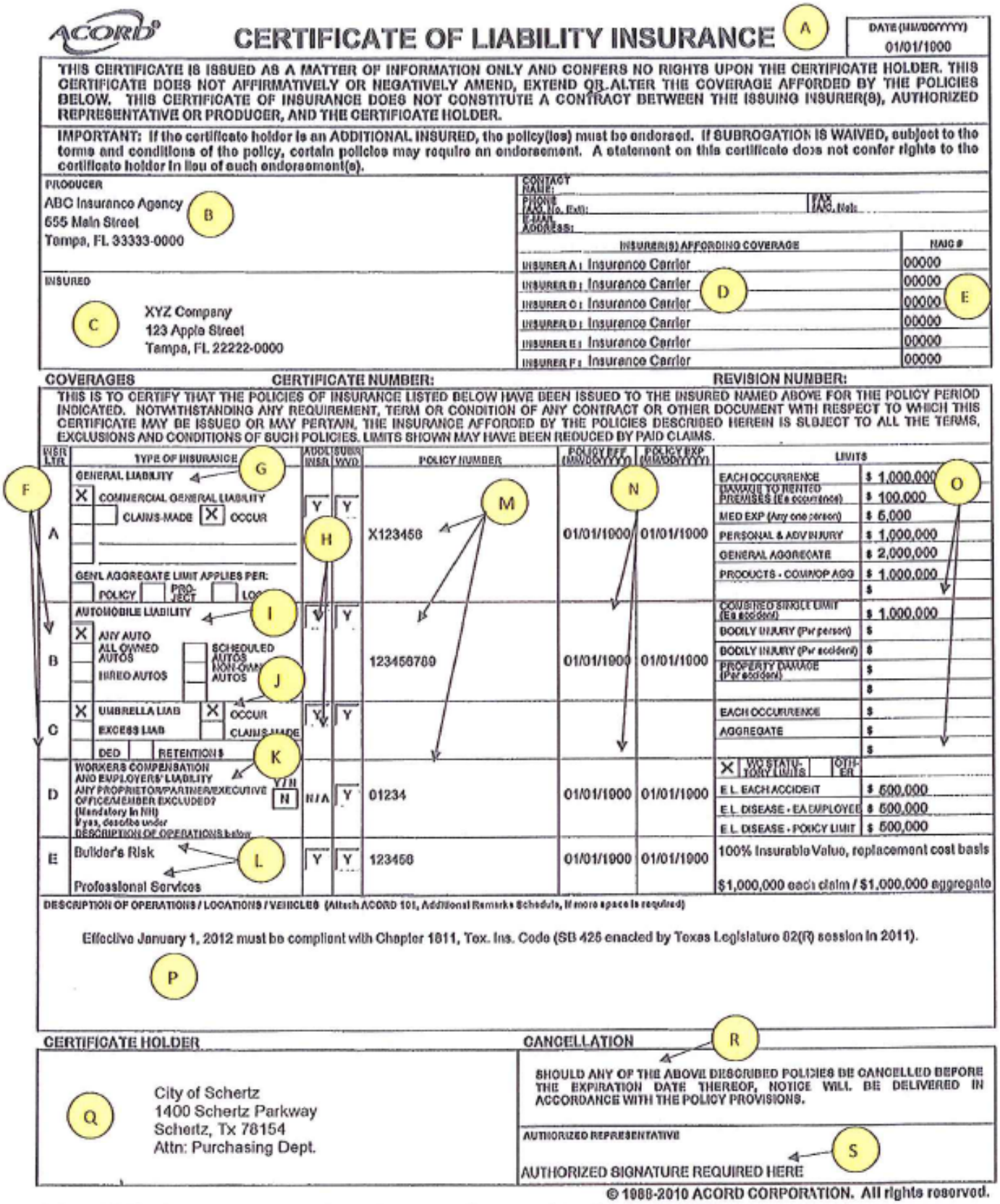
INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

City of Schertz
Purchasing Department
1400 Schertz Parkway
Schertz, TX 78154

emailed to: purchasing@schertz.com
Faxed to: 210-619-1169



ACORD

CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY)
01/01/1000

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

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

PRODUCER
ABC Insurance Agency
555 Main Street
Tampa, FL 33333-0000
B

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Carrier	00000
INSURER B : Insurance Carrier	00000
INSURER C : Insurance Carrier	00000
INSURER D : Insurance Carrier	00000
INSURER E : Insurance Carrier	00000
INSURER F : Insurance Carrier	00000

D

E

INSURED
C
XYZ Company
123 Apple Street
Tampa, FL 22222-0000

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

F

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY G X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y H	Y	X123456 M	01/01/1000 N	01/01/1000	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000 $ O
B	AUTOMOBILE LIABILITY I X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS J	Y	Y	123456789	01/01/1000	01/01/1000	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ K	Y	Y				EACH OCCURRENCE $ AGGREGATE $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A	Y	01234	01/01/1000	01/01/1000	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000
E	Builder's Risk L Professional Services	Y	Y	123456	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis $1,000,000 each claim / $1,000,000 aggregate

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

P

CERTIFICATE HOLDER

Q
City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Attn: Purchasing Dept.

CANCELLATION

R

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

AUTHORIZED REPRESENTATIVE

S

AUTHORIZED SIGNATURE REQUIRED HERE

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(*Instructions for completing and submitting a certificate to the City of Schertz*)

Complete the certificate of insurance with the information listed below:

A) Certificate of Insurance date
B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
C) Insured's (Insurance Policy Holder) Information – complete name & address information
D) Insurer (name/names of insurance company) **(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
F) Insurer letter represents which insurance company provides which type of coverage from D
G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Contractor Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
M) Insurance Policy #'s
N) Insurance policy effective dates (always check for current dates)
O) Insurance Policy limits (See Insurance Requirements Checklist)
P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
    (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
    (2) Waiver of Subrogation
    (3) Primary and Non-Contributory
    (4) Cancellation Notice
Q) City of Schertz's name and address information must be listed in this section
R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit “C”

EVIDENCE OF INSURANCE

EXHIBIT D

SERVICES AGREEMENT (VULVAN CONSTRUCTION MATERIALS LLC)

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and Vulcan Construction Materials, LLC("Contractor").

Section 1. Duration

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

Section 2. Scope of Work

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

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

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

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

Section 3. Compensation

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

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

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

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

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

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

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

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

Section 4. Time of Completion

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

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

carrying out the work involved in this Agreement. The general aggregate shall be no less than $2,000,000.

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

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

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

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

Section 6. Miscellaneous Provisions

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

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

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

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work

to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

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

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

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

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

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

(K) **INTERLOCAL PARTICIPATION**

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

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

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

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

Section 7. Termination

(A) This Agreement may be terminated:

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

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

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

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

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

Section 8. Indemnification

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

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

Within this Agreement, words of any gender shall be held and construed to include any other

gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments
All exhibits and attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement
It is understood and agreed that this Agreement, which incorporates the original RFP, Contractor's Response to RFP, and Purchase Order(s) issued for payment contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

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

Section 20. Relationship of Parties
Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit
City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 22. Dispute Resolution
In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied

party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz	_____
Attn: Steve Williams, City Manager	_____
1400 Schertz Parkway	_____
Schertz, Texas 78154	

SECTION 5

SCOPE OF WORK

General

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

Project Scope

The City of Schertz is seeking proposals to provide materials for various Public Works projects on an on-call, as-needed basis. The materials required include asphalt, backfill, and concrete.

Awarding

The City of Schertz anticipates awarding this contract to multiple vendors in order to meet the full requirements for materials. Vendors may elect to submit a proposal for each of the requested materials or any combination based on their qualifications. Vendors will select which material service they are submitting a proposal for below. Vendors do not have to submit for each requested service to be considered. The City reserves the right to make no awards for any services wherein the submitted proposals do not meet the requirements and/or expectations of price, availability, and timeline for delivery.

Service Categories

List of current and required material services as follows:

- Asphalt Materials
  - Type D Hotmix PG64-22
  - Type D Hotmix PG70-22
  - Type B Hotmix PG70-22
  - Asphalt Treated Base
  - Patching Material SCM I

- Backfill Materials
  - Manufactured Sand (Concrete Sand)
  - Flexible Base, Grade 1
  - Flexible Base, Grade 2
  - Crushed Aggregate for 8” – 15” Pipe
  - Chat Rock, Gem Sand

- Concrete Materials
  - Class "A" Concrete (4,000 psi)
  - Class "B" Concrete (3,000 psi)
  - Flowable Fill

ATTACHMENT B
On-Call Asphalt Materials Cost Proposal

B.1 Required Materials

The following list includes all the asphalt materials that the City may require. These materials will be picked up by City Staff and transported on City provided vehicles. Contractor will be required to load material at pickup location.

Product Description	Specification	Product ID	Material Rate (Per Ton)
Type D Hotmix PG64-22	Section 02741	321060	$74
Type D Hotmix PG70-22	Section 02741	321760	$78
Type B Hotmix PG70-22	Section 02741	121760	$76
Asphalt Treated Base	Section 02711		
Patching Material SCM I	TxDOT DMS-9209		

B.2 **Pickup Location**

Provide the physical address where the material will be picked up from:

Street: 9303 N Loop 1604 E

City: San Antonio

State/Zip: TX 78259

B.3 Additional Fees / Cost

Please describe any additional cost or fees not included in the above materials cost, to include loading, labor, etc.

ATTACHMENT C
On-Call Backfill Materials

C.1 Required Materials

The following list includes all the asphalt materials that the City may require. These materials will be picked up by City Staff and transported on City provided vehicles. Contractor will be required to load materials at pickup location.

Product Description	Specification	Product ID	Material Rate (Per Ton)
Manufactured Sand (Concrete Sand)	**Section 02320 Part 2.02 E**	30971	$28.25
Flexible Base, Grade 1	**Section 02713 Part 2.01 B**		
Flexible Base, Grade 2	**Section 02713 Part 2.01 B**		
3/4" Wash Rock (Crushed Aggregate for 8" – 15" Pipe)	**Section 02320 Part 2.02 H**	26291	$26
Chat Rock (Gem Sand)	**Section 02320 Part 2.02 F**		

C.2 **Pickup Location**

Provide the physical address where the material will be picked up from:

Street: 4303 N Loop 1604 E

City: San Antonio

State/Zip: TX 78259

C.3 Additional Fees / Cost

Please describe any additional cost or fees not included in the above materials cost, to include loading, labor, etc.

ATTACHMENT D

On-Call Concrete Materials

D.1 Required Materials

The following list includes all the cementitious materials that the City may require. These materials will require delivery and may involve delivery to more than one location on same load, with an estimated response time of 72 hours for planned projects. There may be need for emergency response deliveries, with a required response time of eight (8) hours. Please provide a cost proposal for both planned and emergency delivery in your proposal below:

PLANNED DELIVERY		72 HOUR RESPONSE TIME	
Product Description	**Specification**	**Product ID**	**Material Rate (Per Ton)**
Class "A" Concrete (4,000 psi)	**Section 03315**		
Class "B" Concrete (3,000 psi)	**Section 03315**		
Flowable Fill	**Section 02320 Part 2.02 N**		

Planned Delivery Rate	Indicate Per-Mile Charge or Flat Rate	Cost
Note- This may involve delivery to multiple locations on same load		

ATTACHMENT D (Cont.)
On-Call Concrete Materials

EMERGENCY DELIVERY		8 HOUR RESPONSE TIME	
Product Description	**Specification**	**Product ID**	**Material Rate (Per Ton)**
Class "A" Concrete (4,000 psi)	**Section 03315**		
Class "B" Concrete (3,000 psi)	**Section 03315**		
Flowable Fill	**Section 02320 Part 2.02 N**		

Planned Delivery Rate	Indicate Per-Mile Charge or Flat Rate	Cost
Note- This may involve delivery to multiple locations on same load		

D.2 **Pickup Location**

Provide the physical address where the material will be picked up from:

Street: _____

City: _____

State/Zip: _____

D.3 Additional Fees / Cost

Please describe any additional cost or fees not included in the above materials cost, to include loading, labor, etc.

_____

_____

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

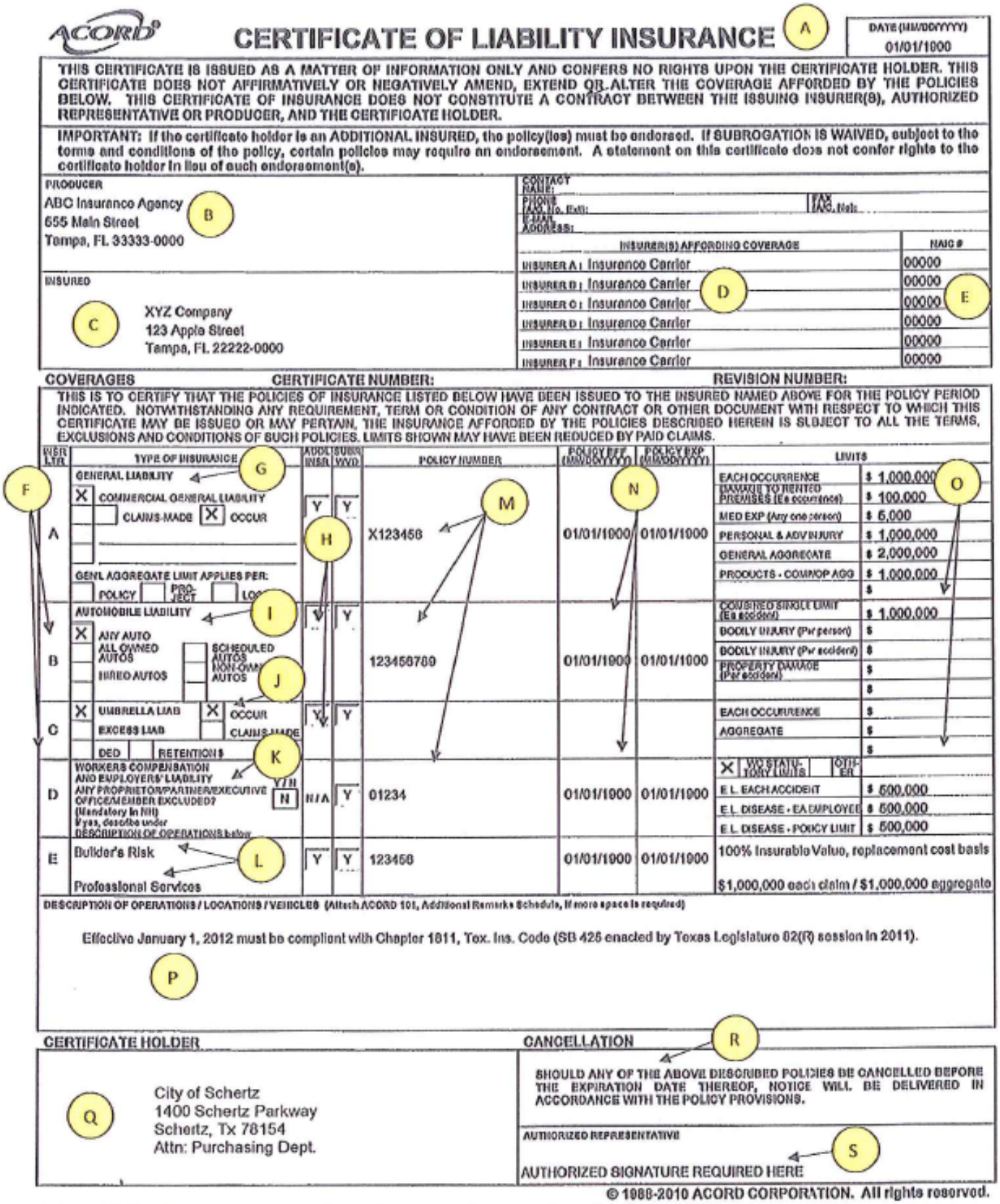
INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

City of Schertz
Purchasing Department
1400 Schertz Parkway
Schertz, TX 78154

emailed to: purchasing@schertz.com
Faxed to: 210-619-1169



ACORD

CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY)
01/01/1000

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

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

PRODUCER
ABC Insurance Agency
555 Main Street
Tampa, FL 33333-0000
B

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Carrier	00000
INSURER B : Insurance Carrier	00000
INSURER C : Insurance Carrier	00000
INSURER D : Insurance Carrier	00000
INSURER E : Insurance Carrier	00000
INSURER F : Insurance Carrier	00000

D

E

INSURED
C
XYZ Company
123 Apple Street
Tampa, FL 22222-0000

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

F

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY G X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y H	Y	X123456 M	01/01/1000 N	01/01/1000	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000 $ O
B	AUTOMOBILE LIABILITY I X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS J	Y	Y	123456789	01/01/1000	01/01/1000	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ K	Y	Y				EACH OCCURRENCE $ AGGREGATE $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A	Y	01234	01/01/1000	01/01/1000	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000
E	Builder's Risk L Professional Services	Y	Y	123456	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis $1,000,000 each claim / $1,000,000 aggregate

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

P

CERTIFICATE HOLDER

Q
City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Attn: Purchasing Dept.

CANCELLATION

R

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

AUTHORIZED REPRESENTATIVE

S

AUTHORIZED SIGNATURE REQUIRED HERE

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(*Instructions for completing and submitting a certificate to the City of Schertz*)

Complete the certificate of insurance with the information listed below:

A) Certificate of Insurance date
B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
C) Insured's (Insurance Policy Holder) Information – complete name & address information
D) Insurer (name/names of insurance company) **(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
F) Insurer letter represents which insurance company provides which type of coverage from D
G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Contractor Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
M) Insurance Policy #'s
N) Insurance policy effective dates (always check for current dates)
O) Insurance Policy limits (See Insurance Requirements Checklist)
P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
    (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
    (2) Waiver of Subrogation
    (3) Primary and Non-Contributory
    (4) Cancellation Notice
Q) City of Schertz's name and address information must be listed in this section
R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit “C”

EVIDENCE OF INSURANCE

Agenda No. 8.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 18, 2025**
Department:	**City Secretary**
Subject:	**Nominations for the Schertz-Seguin Local Government Corporation (SSLGC) Board of Directors**

BACKGROUND

The Schertz Seguin Local Government Corporation (SSLGC) was formed in 1999 to provide drinking water to the cities of Schertz and Seguin. SSLGC has a five-member board each with a five-year term. The member cities alternate filling the five seats with one of them expiring each year. Schertz needs to appoint a new board member to the SSLGC Board of Directors to fulfill the unexpired term ending December 31, 2028, vacated with the passing of Mayor Pro Tem Brown. Additionally, Schertz needs to appoint a third board member with a term beginning January 1, 2026, and ending December 31, 2030.

Any qualified resident from the City of Schertz can be appointed to this position. At the December 19, 2023, City Council meeting, Council addressed a question regarding whether a current City Councilmember could serve, something that had not occurred in the past, from either City, as far as staff was aware. City Attorney, Dan Santee, stated that City and Board attorneys agreed that there was nothing in the law to preclude a Councilmember from serving on the Board with the understanding that a conflict could arise from which the Councilmember would need to abstain. If a Councilmember is chosen for either term, they should state their understanding when accepting the nomination.

At the next Council Meeting on December 2, 2025, two board members must be chosen.

1. Fulfill the unexpired term ending December 31, 2028, of Mayor Pro Tem Brown.
2. Appoint a third board member with a term beginning January 1, 2026, and ending December 31, 2030.

Agenda No. 9.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 18, 2025**
Department:	**Finance**
Subject:	**Resolution 25-R-159 - Approving a Bond Order for Cibolo Creek Municipal Authority (S. Gonzalez/J. Walters)**

BACKGROUND

The Cibolo Creek Municipal Authority (CCMA) provides wastewater treatment services for most of the City of Schertz as well as areas outside of the City of Schertz. CCMA operates two wastewater treatment plants, the Odo J. Riedel Regional Water Reclamation Plant which is off of Schaefer Road and serves northern Schertz and the South Plant that as the name implies serves southern Schertz.

Staff presented a worksession item to City Council on April 15, 2025 about the need to move forward in partnership with CCMA to expand the South Plant. Schertz needs an additional 1.375 million gallons per day of capacity in the south plant. Council passed Resolution 25-R-129 on September 16, 2025 to authorize an Interlocal Agreement with CCMA to expand the South Plant. That agreement requires approval from Schertz prior to CCMA issuing any debt associated with the expansion.

CCMA is proposing to issue $8,500,000.00 in contract revenue bonds to pay for the design of the expansion. The estimated construction cost of the expansion to provide Schertz the additional 1.375 million gallons per day is an additional approximately $42,000,000.00.

GOAL

Provide funding for the CCMA Treatment Plant expansion to service Schertz residents and businesses in the southern area of Schertz.

COMMUNITY BENEFIT

Expanding the treatment plant capacity will allow for additional development in the region in addition to providing reliable services to existing residents and businesses in the area.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 25-R-159.

FISCAL IMPACT

This item is to approve issuance of $8,500,000 in debt by CCMA to pay for the design of the treatment plant expansion. Based on the agreement, Schertz will be paying 55% of the annual debt payments over the life of the debt and Cibolo will pay 45%.

These payments are currently estimated to average $368,000 with a grand total of $7,300,000 over the life of the debt for the design portion of the expansion. Funding for these debt payments will come from the Sewer Fee, which was calculated in anticipation of this project.

RECOMMENDATION

Staff recommends approval of Resolution 25-R-159

Attachments

Resolution 25-R-159

CCMA Bond Sale Financial Information

RESOLUTION 25-R-159

APPROVING A BOND ORDER ADOPTED BY THE BOARD OF DIRECTORS OF THE CIBOLO CREEK MUNICIPAL AUTHORITY AUTHORIZING THE ISSUANCE OF OBLIGATIONS DESIGNATED AS "CIBOLO CREEK MUNICIPAL AUTHORITY CONTRACT REVENUE BONDS, SERIES 2025 (SOUTH WASTEWATER TREATMENT PLANT EXPANSION PROJECT)" PURSUANT TO A DELEGATED SALE; APPROVING, RATIFYING, RECONFIRMING, AND READOPTING THE PROVISIONS OF A REGIONAL WASTEWATER TREATMENT CONTRACT; AUTHORIZING THE MAYOR, THE MAYOR PRO TEM, THE CITY MANAGER, AND THE CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS TO EXECUTE ON BEHALF OF THE CITY OF SCHERTZ, TEXAS ALL DOCUMENTS IN CONNECTION WITH THIS TRANSACTION; AND OTHER MATTERS IN CONNECTION THEREWITH

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

Section 1. The City Council (the "City Council") of the City of Schertz, Texas (the "City") has reviewed and hereby approves (i) the Bond Order as to form and content, including the factual findings contained therein and all documents referenced therein, adopted by the Board of Directors of the Cibolo Creek Municipal Authority (the "Authority") on November 13, 2025 relating to the issuance of obligations designated as "Cibolo Creek Municipal Authority Contract Revenue Bonds, Series 2025 (South Wastewater Treatment Plant Expansion Project)" (the "Bonds"), (ii) the Bonds will be sold to Robert W. Baird & Co., Inc., as the authorized representative of a group of underwriters (the "Underwriters"), (iii) the Regional Wastewater Treatment Contract, including the factual findings contained therein, previously approved and executed between the City and the Authority (the "Contract") which provides certain security for the payment of the Bonds is hereby approved, ratified, reconfirmed, and readopted, (iv) the bond purchase contract (the "Purchase Contract") authorizing the sale of the Bonds to the Underwriters, (v) the Sale and Offering Documents (as defined in the Contract), including, but not limited to, the City's annual continuing disclosure requirements in accordance with the Rule (as defined in the Contract), and (vi) the City's obligations under the Contract and acknowledges that the payment of principal of and interest on such Bonds is payable solely from the Bond Payments (as defined in the Contract) to be made by the City to the Authority under and pursuant to the Contract and by the City of Cibolo, Texas under and pursuant to the terms of its separate "Regional Wastewater Treatment Contract" with the Authority. The Mayor, Mayor Pro Tem, City Manager, and the City Secretary (the "Authorized Officials") of the City are hereby authorized to execute on behalf of the City, the Purchase Contract and any and all documents in connection with this transaction. This resolution may be relied upon by the appropriate representatives of the parties to this transaction and the Texas Attorney General in his review and approval of this transaction.

Section 2. The City Council recognizes that Section 48 of the Bond Order contains covenants of the City relating to the Bonds. Since certain financial information, financial status, operating data, and annual audits of the City's utility system will be entirely within the control and disposition of the City, and the Preliminary Official Statement and the Final Official Statement prepared in connection with the issuance of the Bonds (together, the "Official Statement"), describe a continuing disclosure undertaking agreement (the "Undertaking") of the City, the City Council specifically adopts the covenants hereinafter described, which comprise the Undertaking, and shall comply therewith for so long as all or any portion of the Bond Payments made by the City under the Contract act as security for or a source of repayment of the Bonds.

A. Definitions.

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

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

MSRB means the Municipal Securities Rulemaking Board.

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

SEC means the United States Securities and Exchange Commission.

B. Annual Reports.

The City shall file annually with the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2025, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 33 of the Bond Order, being the information described in Exhibit C thereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit C thereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 103, as amended, Texas Local Government Code, the City must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the City Secretary within one hundred eighty (180) days after the last day of the City's fiscal year. Additionally, upon the filing of this financial statement and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

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

C. Notice of Certain Events.

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

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

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

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

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

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

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

D. Limitations, Disclaimers, and Amendments.

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

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

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

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

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

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

E. Information Format – Incorporation by Reference.

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

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

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

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

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

Section 4. Any Authorized Official, acting for and on behalf of the City, is authorized to execute the Ratification Certificate attached hereto as Schedule I. The execution of the Ratification Certificate shall evidence the sale date of the Bonds by the Authority to the Underwriters in accordance with the provisions of Texas law.

Section 5. 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 6. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 7. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 8. 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 9. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 10. This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

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APPROVED THIS THE 18th DAY OF November, 2025.

CITY OF SCHERTZ, TEXAS

_____

Ralph Rodriguez, Mayor

ATTEST:

_____

Sheila Edmondson, City Secretary

SCHEDULE I

Ratification Certificate

EXHIBIT A

General Policies and Procedures Concerning Compliance with Federal Securities Laws

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

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

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

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

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

1. the City Manager and the Director of Finance (each, a "Compliance Officer") shall be responsible for satisfying the City's obligations pursuant to the Undertaking through adherence to these Policies and Procedures;

2. the Compliance Officer shall establish reminder or "tickler" systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the City's information of the type described in Section 53B of the Resolution;

3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 53C of the Resolution;

4. the Compliance Officer shall work with external consultants of the City, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the City and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;

5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the City, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;

6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any City agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;

7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the City; and

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

FINANCIAL INFORMATION OF THE CIBOLO CREEK MUNICIPAL AUTHORITY

The following tables are for informational purposes only. The Bonds Similarly Secured are solely supported by the Special Payments generated by the Regional Wastewater Treatment Contract between the Cibolo Creek Municipal Authority (the "CCMA") and the City of Schertz as well as Regional Wastewater Treatment Contract between CCMA and the City of Schertz and City of Cibolo. No revenues generated by CCMA will be pledged in repayment of the Bonds or Contract Revenue Bonds, Series 2014, Contract Revenue Bonds, Series 2018 or Contract Revenue Bonds, Series 2025.

REVENUE BOND DEBT DATA

(As of October 1, 2025)

Revenue Bonds Outstanding:	Par Amount
Revenue Bonds, Series 2017	$ 2,035,000
Revenue Refunding Bonds,Series 2020	960,000
Revenue and Refunding Bonds, Series 2021	17,185,000
	$ 20,180,000
Southern Wastewater Treatment Plant Contract Revenue Bonds Outstanding:	
Contract Revenue Bonds (Southern Wastewater Treatment Plant Project), Series 2014	$ 5,265,000
Contract Revenue Bonds (Southern Wastewater Treatment Plant Project), Series 2018	3,830,000
	$ 9,095,000
Southern Wastewater Treatment Plant Expansion Project Contract Revenue Bonds:	
Contract Revenue Bonds, Series 2025 (the "Bonds")	$ 8,500,000 *
Total Revenue and Contract Revenue Bonds Outstanding	$ 37,775,000

** Preliminary, subject to change.*

(1) Pertaining to the Original Contract and the Series 2014 and Series 2018 Bonds, the City of Cibolo provided the Authority an Opt-In letter in 2025 declaring the City of Cibolo's intent to take wastewater capacity and 50% of the payments for FYE 2025-2034 and 100% for FYE 2035-2044 for the Original System Contract Revenue Bonds. The new Regional Wastewater Treatment Contract governing the repayment of the Bonds is secured by both the City of Schertz (55%) and City of Cibolo (45%) as a lien on and pledge of each City's gross revenues, defined as the Special Payments, as a maintenance and operations expense. No revenues or ad valorem taxes of the Cibolo Creek Municipal Authority are pledged for repayment of the Bonds.

REVENUE BONDS AUTHORIZED BUT UNISSUED

- NONE -

CAPITAL ASSETS

(As of September 30, 2024)

Land	$ 3,636,007
Construction in Progress	17,438,954
Wastewater System	77,241,208
Machinery and Equipment	4,356,207
Office Building and Grounds	186,317
Total General Fixed Assets	$ 102,858,693

Source: The Authority's Annual Financial Report.

SEWER SYSTEM OPERATING STATEMENT

The following condensed statements have been compiled using accounting principles customarily employed in the determination of net revenues available for debt service, and in all instances exclude depreciation, transfers, bad debt, debt service payments and expenditures identified as capital.

	Fiscal Year Ended				
	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020
Revenues					
Service Revenue	$ 11,508,389	$ 11,075,722	$ 11,093,157	$ 10,527,842	$ 9,312,950
Impact Fees	2,538,291	2,263,642	1,368,578	1,884,276	2,539,816
Miscellaneous Revenues	1,016,583	689,478	171,814	173,374	185,726
Total Operating Revenue	$ 15,063,263	$ 14,028,842	$ 12,633,549	$ 12,585,492	$ 12,038,492
Expenditures					
Payroll Expenditures	$ 3,743,091	$ 3,375,327	$ 3,155,427	$ 3,019,052	$ 3,031,498
Professional Fees	142,406	173,441	220,765	286,816	254,925
Purchased and Contracted Services	1,793,484	1,801,526	1,337,781	1,634,281	1,445,209
Consumable Supplies and Materials	871,395	774,280	809,869	688,820	531,987
Recurring Operating Expenditures	1,495,612	1,325,264	1,583,762	1,438,254	1,301,061
Total Operating Expenses	$ 8,045,988	$ 7,449,838	$ 7,107,604	$ 7,067,223	$ 6,564,680
Net Revenue Available for Debt Service	$ 7,017,275[(1)]	$ 6,579,004	$ 5,525,945	$ 5,518,269	$ 5,473,812
Debt Service*	$ 2,417,088	$ 2,411,463	$ 2,569,536	$ 2,469,617	$ 2,490,774
Debt Service Coverage	2.9X	2.73X	2.15X	2.23X	2.2X
Customer Count:					
Sewer	48,622	47,212	45,954	45,194	44,147
Total Amount of Sewer Treated for Customers (Thousands of Gallons)	2,733,584	2,681,773	2,739,051	2,678,840	2,369,707

(1) CCMA administration anticipates that the unaudited net revenues available for debt service for the period ending September 30, 2025 will be approximately $_____.

**Contract Payments for the Bonds and the Original System Contract Revenue Bonds are directly deposited into the Authority's Debt Service Fund and are not compiled with the Authority's General Fund shown above.*

SEWER RATES

Billing Rates: The Authority FY 2024 sewer treatment rate of 4.13/1,000 gallons of flow to all wholesale customers as of October 1, 2022. The manner of billing for all users (except Randolph Air Force Base and Universal City/Aviation Road, which have remained the same) is now based upon the three (3) month winter average potable water consumption by each connection, averaged for all connections in each contracting entity. The charges to users are stated at a rate per 1,000 gallon billing units. On September 30, 2024, there were 47,364 sewer connections or their equivalents within the Authority's service area.

The Authority charges a one-time Impact Fee (capital recovery) of $2,200 per connection equivalent to new users of the North Zone System and $2,300 per customer equivalent to new users of the South Zone System, as of July 13, 2023. The income received from these fees is difficult to budget accurately since new connections are made as new homes and businesses are constructed in the Authority's service area; however, an estimate is projected based on best information known to management when the budget is proposed. The $2,200 impact fee per connection equivalent and the $2,300 impact fee per connection equivalent have been reviewed/approved by the Texas Commission on Environmental Quality.

CONTRACT REVENUE BONDS, SERIES 2025

Fiscal Year Ending Sep. 30	The Bonds [1] Principal	Interest [2]	Total	City of Schertz Portion (55%)	City of Cibolo Portion (45%)	Bonds Outstanding at the End of the Year	Percent of Principal Retired
2026	$ 245,000	$ 302,813	$ 547,813	$ 301,297	$ 246,516	$ 8,255,000	3%
2027	280,000	392,113	672,113	369,662	302,451	7,975,000	6%
2028	290,000	378,813	668,813	367,847	300,966	7,685,000	10%
2029	305,000	365,038	670,038	368,521	301,517	7,380,000	13%
2030	320,000	350,550	670,550	368,803	301,748	7,060,000	17%
2031	335,000	335,350	670,350	368,693	301,658	6,725,000	21%
2032	350,000	319,438	669,438	368,191	301,247	6,375,000	25%
2033	365,000	302,813	667,813	367,297	300,516	6,010,000	29%
2034	380,000	285,475	665,475	366,011	299,464	5,630,000	34%
2035	400,000	267,425	667,425	367,084	300,341	5,230,000	38%
2036	420,000	248,425	668,425	367,634	300,791	4,810,000	43%
2037	440,000	228,475	668,475	367,661	300,814	4,370,000	49%
2038	465,000	207,575	672,575	369,916	302,659	3,905,000	54%
2039	485,000	185,488	670,488	368,768	301,719	3,420,000	60%
2040	510,000	162,450	672,450	369,848	302,603	2,910,000	66%
2041	530,000	138,225	668,225	367,524	300,701	2,380,000	72%
2042	555,000	113,050	668,050	367,428	300,623	1,825,000	79%
2043	580,000	86,688	666,688	366,678	300,009	1,245,000	85%
2044	610,000	59,138	669,138	368,026	301,112	635,000	93%
2045	635,000	30,163	665,163	365,839	299,323	-	100%
Total	$ 8,500,000	$ 4,759,500	$ 13,259,500	$ 7,292,725	$ 5,966,775		

[1] *The Bonds, will be secured by a take or pay contract with the City of Schertz (55%) and the City of Cibolo (45%), Texas as liens on and pledges of each city's gross revenues, defined as the Special Payments, as a maintenance and operations expense. No revenues or ad valorem taxes of the Cibolo Creek Municipal Authority are pledged for repayment of the Bonds.*

[2] *Interest calculated at an assumed rate solely for illustration purposes.*

CITY OF SCHERTZ, TEXAS

The City of Schertz, Texas ("Schertz"), is located directly northeast of the City of San Antonio, Texas. Schertz is located a the geographical center of the San Antonio Metropolitan Statistical Area and has an area of over 29 square miles. Schertz is bisected by U.S. Interstate Highway 35 North and its Southern Boundary is IH 10.

Schertz was incorporated in December 1958 and is a home rule municipality operating under its own Charter since 1974, as amended. Schertz operates under the Council/Manager form of government pursuant to the laws of the State of Texas. The City Manager, appointed by seven-member elected City Council and Mayor, is the chief executive officer of the City.

Schertz is located along I-35 and I-10 corridors. Nestled between two of the fastest-growing metros in the country, Schertz has been nationally recognized for its commitment to economic prosperity and workforce opportunities.

In the last few years, three Fortune 100 companies have made major investments in Schertz. These companies include Amazon and SYSCO. Businesses with headquarters or divisions located within the City or in close proximity include Fed Ex Ground, Brandt Companies, Republic National Distributing Company, HEB, Visionworks and Hollingsworth .

Schertz's population has grown from 18,695 in 2000; 31,465 in 2010; 42,440 in 2020; and an estimated 43,239 in 2025. Schertz continues to see new areas open up for development.

FINANCIAL INFORMATION OF THE CITY OF SCHERTZ, TEXAS

CONTRACT REVENUE BONDS SUPPORTED BY THE UTILITY SYSTEM OF THE CITY OF SCHERTZ

Schertz/Seguin Local Government Corp - Contract Revenue Bonds, Series 2001	$ 5,000,000	(1)
Schertz/Seguin Local Government Corp - Contract Revenue Bonds, New Series 2016	17,402,500	(1)
Schertz/Seguin Local Government Corp - SWIFT Funding Board Participation Loan, Series 2016	11,415,000	(1)
Schertz/Seguin Local Government Corp - Contract Revenue Refunding Bonds, New Series 2018	7,785,000	(1)
Schertz/Seguin Local Government Corp - Contract Revenue Refunding Bonds, Taxable New Series 2022	17,167,500	(1)
Schertz/Seguin Local Government Corp - Contract Revenue Improvement Bonds, New Series 2022A	2,225,000	(1)
Schertz/Seguin Local Government Corp - Contract Revenue Improvement Bonds, New Series 2023	250,000	(1)
Schertz/Seguin Local Government Corp - Contract Revenue Improvement Bonds, New Series 2025	7,500,000	(1)
Cibolo Creek Municipal Authority - Contract Revenue Bonds (Southern Wastewater Treatment Plant Proj), Series 2014	5,265,000	(2)
Cibolo Creek Municipal Authority - Contract Revenue Bonds (Southern Wastewater Treatment Plant Proj), Series 2018	3,830,000	(2)
The Bonds (55% Schertz)	4,675,000	(3)
	$ 82,515,000	(3)

(1) The contract revenue bonds of the Schertz/Seguin Local Government Corporation are split 50%/50% with the City of Seguin, Texas. Figures above reflect the City of Schertz' 50% share of the above-referenced bonds.

(2) The contract revenue bonds of the Cibolo Creek Municipal Authority Southern Wastewater Treatment Plant Series 2014 and Series 2018 are secured by a take-or-pay contract with the City of Schertz. The City of Cibolo has the right to the original project as further described below. The liability as shown assumes the City of Schertz remains responsible for the existing project bonds for illustrative purposes only.

(3) Preliminary, subject to change.

In addition to the Regional Wastewater Contract entered into between the Authority and the City of Schertz that supports the Orignal System Contract Revenue Bonds, there is a Southern Plant Wastewater Services and Funding Agreement (the "Funding Agreement") between the Authority, the City and the City of Cibolo. The Funding Agreement establishes certain contractual rights, duties, and obligations among these parties with respect to the Project. In general terms, the Funding Agreement provides that the Authority will establish a rate methodology with respect to the Project and that the City of Schertz and the City of Cibolo will pay their annual proportionate share of the Project's Maintenance and Operation Expenses and that for the first ten years the City shall pay 100% of the debt service on the Original System Contract Revenue Bonds, for years 11-20 the City of Schertz and the City of Cibolo will each pay 50% of the debt service on the Original System Contract Revenue Bonds, and for years 21-30 the City of Cibolo will pay 100% of the debt service on the Original System Contract Revenue Bonds. However, the Contract obligates the City of Schertz to pay 100% of the debt service on the Original System Contract Revenue Bonds while they are Outstanding. Lastly, Section 4(g) of the Funding Agreement provides that Cibolo can terminate any obligation it has pursuant to the Funding Agreement by providing notice within 9 years (2029) and termination within 10 years, if the City of Cibolo, in its sole discretion, determines that all necessary permits, licenses, certificates of convenience and necessity, and approvals as may be necessary for Cibolo to provide wastewater services to a service area large enough to require the wastewater system capacity of the Project have been obtained.

UTILITY SYSTEM OUTSTANDING DEBT SERVICE

(as of October 1, 2025)

In addition to the Bonds and the Authority's Contract Revenue Bonds, Series 2014 and Contract Revenue Bonds, Series 2018 (the "Previously Issued Bonds"), the City of Schertz' Utility System supports (7) seven series of City general obligation bonds with net revenues of the Schertz's Utility System. Schertz has no currently outstanding revenue bonds. Set forth below are the debt service requirements for Schertz's currently outstanding general obligation debt that is self-supporting:

Combination Tax and Limited Pledge Certificates of Obligation, Series 2018	$ 4,160,000
General Obligation and Refunding Bonds, Series 2018	450,000
Combination Tax and Limited Pledge Certificates of Obligation, Series 2019	2,675,000
General Obligation Refunding Bonds, Series 2021	1,490,000
Combination Tax and Limited PledgeCertificates of Obligation, Series 2022	4,175,000
Combination Tax and Limited PledgeCertificates of Obligation, Series 2022A	9,250,000
Combination Tax and Revenue Certificates of Obligation, Series 2025	26,290,000
Total	$ 48,490,000

FYE (9/30)	City of Schertz' Self-Supporting General Obligation Debt
2026	$ 4,604,054
2027	3,988,538
2028	3,986,213
2029	3,991,238
2030	3,988,713
2031	3,990,013
2032	3,995,113
2033	3,952,906
2034	3,778,800
2035	3,783,981
2036	3,776,853
2037	3,780,891
2038	3,780,838
2039	3,382,134
2040	3,143,419
2041	3,147,578
2042	3,141,088
2043	2,078,125
2044	2,074,125
2045	2,070,500
Total	$ 70,435,120

DEBT SERVICE SUPPORTED BY THE CITY OF SCHERTZ UTILITY SYSTSEM

Fiscal Year Ending Sep. 30	SSLGC (Schertz Portion)	CCMA (Series 2014 and 2018)	City of Schertz Portion of The Bonds [1]			Utility System Supported Certificates of Obligation	Total Utility System Debt Service
			Principal	Interest[2]	Total		
2026	$ 4,685,737	$ 355,425	$ 135,000	$ 166,547	$ 301,547	$ 4,604,054	$ 9,946,763
2027	4,677,557	358,600	155,000	215,650	370,650	3,988,538	9,395,345
2028	4,687,427	356,325	160,000	208,288	368,288	3,986,213	9,398,252
2029	4,683,183	356,325	170,000	200,688	370,688	3,991,238	9,401,434
2030	4,673,409	358,500	175,000	192,613	367,613	3,988,713	9,388,235
2031	4,672,403	355,225	185,000	184,300	369,300	3,990,013	9,386,941
2032	4,672,480	356,725	195,000	175,513	370,513	3,995,113	9,394,830
2033	4,680,015	357,775	200,000	166,250	366,250	3,952,906	9,356,946
2034	4,687,022	355,875	210,000	156,750	366,750	3,778,800	9,188,447
2035	4,833,036	-	220,000	146,775	366,775	3,783,981	8,983,792
2036	5,030,875	-	230,000	136,325	366,325	3,776,853	9,174,053
2037	5,216,366	-	240,000	125,400	365,400	3,780,891	9,362,657
2038	5,213,318	-	255,000	114,000	369,000	3,780,838	9,363,156
2039	5,207,167	-	265,000	101,888	366,888	3,382,134	8,956,188
2040	5,212,744	-	280,000	89,300	369,300	3,143,419	8,725,463
2041	5,213,267	-	290,000	76,000	366,000	3,147,578	8,726,845
2042	3,372,253	-	305,000	62,225	367,225	3,141,088	6,880,566
2043	3,339,991	-	320,000	47,738	367,738	2,078,125	5,785,854
2044	3,303,044	-	335,000	32,538	367,538	2,074,125	5,744,707
2045	3,168,551	-	350,000	16,625	366,625	2,070,500	5,605,676
2046	3,133,673	-	-	-	-	-	3,133,673
2047	2,875,320	-	-	-	-	-	2,875,320
2048	2,238,032	-	-	-	-	-	2,238,032
2049	2,187,255	-	-	-	-	-	2,187,255
2050	2,145,182	-	-	-	-	-	2,145,182
2051	2,103,972	-	-	-	-	-	2,103,972
2052	1,691,250	-	-	-	-	-	1,691,250
Total	$ 107,604,528	$ 3,210,775	$ 4,675,000	$ 2,615,409	$ 7,290,409	$ 70,435,120	$ 188,540,832

[1] *The City of Schertz' portion of the Bonds is 55%. The City of Cibolo provided the Authority an Opt-In letter in 2025 declaring the City of Cibolo's intent to take wastewater capacity and 50% of the payments for FYE 2025-2034 and 100% for FYE 2035-2044 for the Original System Contract Revenue Bonds. The City of Schertz' portion of the Bonds and remaining payments on Original System Contract Revenue Bonds will be secured by a take or pay contract with the City of Schertz, Texas as a lien on and pledge of the City's gross revenues, defined as the Special Payments, as a maintenance and operations expense. No revenues or ad valorem taxes of the Cibolo Creek Municipal Authority are pledged for repayment of the Bonds.*

[2] *Interest calculated at an assumed rate solely for illustration purposes.*

CITY WATERWORKS AND SEWER SYSTEM PLANT IN OPERATION

(As of September 30, 2024)

Land	$ 2,415,103
Water Rights	70,245
Buildings and Improvements	3,725,152
Machinery, Equipment and Vehicles	7,339,679
Infrastructure	143,743,449
Construction in Progress	29,149,045
Total	$ 186,442,673
Less: Accumulated Depreciation	(49,505,365)
Net Waterworks and Sewer System in Service	$ 136,937,308

CITY WATERWORKS AND SEWER SYSTEM OPERATING STATEMENT

The following condensed statements have been compiled using accounting principles customarily employed in the determination of net revenues available for debt service, and in all instances exclude depreciation, transfers, bad debt, debt service payments and expenditures identified as capital.

	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020
Revenues	$ 37,797,992	$ 34,925,282	$ 33,057,225	$ 30,085,804	$ 30,284,539
Expenditures [1]	21,889,473	21,644,889	20,213,549	17,520,081	16,606,858
Net Revenues Available Available for Debt Service	$ 15,908,519	$ 13,280,393	$ 12,843,676	$ 12,565,723	$ 13,677,681
Connections:					
Water	16,504	16,037	16,228	15,861	13,683
Sewer	14,181	14,334	14,295	14,128	13,112

	9/30/2024	*9/30/2023*	*9/30/2022*	*9/30/2021*	*9/30/2020*
Cibolo Creek Municipal Authority [2]	*$ 715,050*	*$ 716,050*	*$ 716,245*	*$ 714,450*	*$ 717,400*
Schertz/Seguin LGC [2]	*4,128,161*	*4,128,160*	*3,913,110*	*3,908,231*	*3,892,799*
Cibolo Valley LGC [2]	*300,000*	*400,000*	*300,000*	*99,999*	*100,000*

Source: The City's Comprehensive Annual Financial Reports for Fiscal Year Ending September 30, 2024.

[1] Expenditures exclude depreciation and debt service either for City' self supporting debt or debt secured by take or pay contracts. includes contractual payments to each Cibolo Creek Municipal Authority, Schertz/Seguin Local Government Corporation and Cibolo Valley Local Government Corporation for maintenance and operations annual expenditures made under the contracts. The amounts shown in the table represent M&O expenses as well as debt service payments for a given year.

[2] Represents total annual payments to each entity and represents the maintenance and operations expenses as well as debt service

SCHERTZ WATER SUPPLY

The City's primary water source is from the Carrizo Aquifer which is pumped and treated by the Schertz/Seguin Local Government Corporation ("SSLGC" or the "Corporation). SSLGC has water leases totaling 19,363 acre feet and leases 840 acre feet to Springs Hill and of the remainder 50% are dedicated to the City of Schertz. The City's water system has 10 water storage tanks which can hold 16,500,000 gallons. The city maintains 236 miles of water lines. Schertz's total water usage for fiscal year September 30, 2024 was 2,425,608,700 gallons.

Schertz's secondary source of water is a lease from the Edwards Aquifer Authority for 1,768 acre-feet (or 576,104,568 gallons) per year. This water source is used only during emergency situations or when the City Utility System demand is at peak levels. Schertz has 2 wells which can produce up to 4,180,000 gallons per day from the Edwards Aquifer. Although the City still maintains its permits (and ownership) to draw water from the Edwards Aquifer, for fiscal year ending September 30, 2024 the City obtained 99% of its water from the Schertz/Seguin Local Government Corporation.

To develop an additional source of water outside of the Edwards Aquifer, the City of Schertz, along with the City of Seguin, created the Schertz/Seguin Local Government Corporation. The Corporation was charged with financing a new water resource for these cities.

Schertz/Seguin Local Government Corporation. Pursuant to the regional water supply contract dated November 15, 1999, the Corporation issued Contract Revenue Bonds to finance the development of a well field and collection system and transmission and treatment facilities, including the acquisition of related water rights and rights-of-way (the "SSLGC Project"). The SSLGC Project transports groundwater from the Carrizo Aquifer in southwestern Gonzales County to the Schertz Live Oak Tank and the Seguin Water Treatment Plant. The SSLGC Project provides the necessary water, coupled with water from the Edwards Aquifer, to address the City's needs. The payments by the cities of Schertz and Seguin constitute an operating expense of their respective utility systems. The City of Schertz is obligated to pay 50% of the debt service, operation and maintenance and overhead payments. SSLGC Bonds outstanding as of September 30, 2025 are $141,990,000. Water began to flow from the SSLGC Project to the City of Schertz on February 20, 2003.

HISTORICAL WATER CONSUMPTION

FYE (9/30)	Estimated Population	Number of Customers	Water Usage (in Gallons)				Water Sales
			Daily Average	Peak Day	Peak Month	Total Usage	
2014	36,477	13,324	4,245,772	10,089,000	213,349,000	1,549,707,100	7,960,763
2015	37,865	13,570	4,043,050	8,385,000	218,644,000	1,475,713,400	7,943,694
2016	37,938	13,877	4,113,553	8,587,000	214,546,000	1,501,446,900	8,543,050
2017	39,453	14,124	4,335,480	9,478,000	218,181,000	1,582,450,300	9,741,286
2018	41,182	14,678	4,532,352	9,083,000	230,144,000	1,519,008,100	10,271,113
2019	47,948	15,020	4,822,500	11,094,000	257,809,000	1,622,930,500	11,089,576
2020	42,612	15,471	6,169,463	1,401,000	253,588,000	2,251,854,000	12,343,795
2021	43,300	15,748	5,907,287	13,299,444	239,390,000	2,156,160,000	11,566,510
2022	42,754	16,228	6,065,515	14,482,000	251,145,000	2,213,913,000	13,249,624
2023	43,010	16,037	6,476,000	12,110,000	263,488,000	2,367,420,000	14,124,123
2024	43,239	16,504	6,645,503	10,730,000	232,699,000	2,425,608,700	14,131,118

Source: The City

PRINCIPAL WATER CUSTOMERS

	Name of Customer	Average Monthly Consumption (In Gallons)	Percentage of Total Water Sales
1	City of Cibolo	1,299,733	9.20%
2	WHC Schertz Apts, LLC	1,168,050	8.27%
3	Rnger Escavating	946,833	6.70%
4	Crossvine Master Community	905,075	6.40%
5	Sycamore Creek Apartments	781,608	5.53%
6	Comal ISD School	676,792	4.79%
7	Pecan Grove TxLLC	672,675	4.76%
8	Hoestead Residential Master	642,692	4.55%
9	Apg Texas 1 LP	476,908	3.37%
10	Bussy's Flea Market	472,025	3.34%
	Total	8,042,391	56.91%

New Rates

Effective October 1, 2025

Gallons sold by meter size (Residential & Small Commercial)

Base Monthly fee, based on meter size

5/8 IN	$ 27.42
3/4 IN	$ 41.10
1.0 IN	$ 68.51
2 IN	$ 274.07
3 IN	$ 657.79
4 IN	$ 1,151.12
6IN	$ 2,521.51
8 IN	$ 4,429.75
10 IN	$ 6,921.47
12 IN	$ 9,136.36

Usage Fee, rate per 1,000 gallons

-	6,000	$ 3.38
6,001	12,000	$ 3.79
12,001	18,000	$ 4.43
18,001	30,000	$ 5.41
30,001	Above	$ 6.88

WASTEWATER SYSTEM

Schertz's Wastewater System consists of 119 mile wastewater collection system. The collection system is owned and operated by the City. Schertz contracts with the Cibolo Municipal Authority, created in 1971 as a conservation and reclamation district, for the purpose of providing a regional sewer system for an area which includes Schertz, the City of Selma, the City of Cibolo, and parts of the cities of Live Oak, Universal City and San Antonio, and the Randolph Air Force Base (the "Member Cities") for the treatment of wastewater. In 2016, Schertz began developing in areas that are serviced by San Antonio River Authority who are currently serving 74 resident accounts.

Schertz' Wastewater System is responsible for maintaining the collection system and billing its citizens that are on the wastewater system. The rates, which are shown on the following page, produce revenues that are sufficient to pay the sanitation costs, maintain the collection system, pay debt service, if any, and overhead.

PRINCIPAL SEWER CUSTOMERS [(1)]

	Name of Customer	Consumption (gallons)	Amount ($)
1	WHC Schertz Apts, LLC	6,641,000	$ 191,543
2	Ymca/Splash Pad	4,838,000	14,528
3	Pecan Grove Txllc	3,340,500	117,163
4	Sycamore Creek Apartments	3,176,000	131,325
5	Legacy Oaks Apartments	2,752,500	86,940
6	Colgate Inc	2,123,800	72,275
7	Ddc Ashton, Ltd	1,968,400	62,690
8	Sysco	1,904,100	59,176
9	Riedel's Apts	1,793,600	59,592
10	Apg Texas 1 Lp	1,732,800	81,509
	Total	30,270,700	$ 876,741

(1) *Through September 30, 2024.*

SEWER RATES

(New rates effective October 1, 2025)		**2025-26**
Residential Rates (Single Family)		
Base Rate - per month	$	16.40
Per 1,000 gal Charge, Per month		
Per 1,000 gal charge Total - 12,000 gallons or less	$	5.40
greater than 12,000 gallons	$	12.38
Business and Multi-family Dwelling Units:		
Base Rate per month	$	20.63
The base rate shall be assessed in terms of connection equivalents which shall be as follows: the customer's previous 12 month water consumption as determined at the annual re-rating in February divided by 365, with the results of such division then divided by 245 gallons. The figure arrived at by the second division shall be the customer's "connection equivalent". Each business shall be assessed a base rate		
Per 1,000 gal Charge, per Month		
Per 1,000 gal charge Total - 12,000 gallons or less	$	5.53
Greater than 12,000 gallons	$	12.38
YMCA	$	3.64
Per 1,000 gal Charge, Per Month		

CITY OF CIBOLO, TEXAS

The City of Cibolo, Texas ("Cibolo" or the "City"), is a political subdivision of the Sate of Texas located in the extreme western corner of Guadalupe County in south central Texas. Situated along Farm to Market Road 78 and north to south along FM 1103, paralleled by IH 10 to the South and IH 35 to the north. The City lies approximately 13 miles east of the San Antonio metropolitan area and lies primarily in Guadalupe County.

The City operates as a home rule city under the laws of the State of Texas and a Home Rule Charter that was adopted on September 11, 2004. The Home Rule Charter provides that the City will operate under the Council/Manager form of government pursuant to the laws of the State of Texas. The City Manger, appointed by the eight-member elected City Council, is the chief administrative officer of the City.

Cibolo's population has grown from 3,035 in 2000; 15,349 in 2010; 32,276 in 2020; and an estimated 37,555 in 2025.

FINANCIAL INFORMATION OF THE CITY OF CIBOLO, TEXAS

CONTRACT REVENUE BONDS SUPPORTED BY THE CITY OF CIBOLO

Canyon Regional Water Authority - Tax-Exempt Contract Revenue and Refunding Bonds (Lake Dunlap/Mid-Cities Project), Series 2016	$	1,244,384	
Canyon Regional Water Authority - Tax-Exempt Contract Revenue Refunding Bonds (Wells Ranch I Project), Series 2016		2,336,656	
Canyon Regional Water Authority - Tax-Exempt Contract Revenue Refunding Bonds (Wells Ranch I Project), Series 2021		1,504,155	
Canyon Regional Water Authority - Tax-Exempt Contract Revenue Bonds (Wells Ranch II), Series 2021 (Texas Water Development Board SWIRFT Project Financing)		4,624,972	
The Bonds (45%)		3,825,000	*
	$	13,535,167	*

** Preliminary, subject to change.*

In addition to the Regional Wastewater Contract entered into between the Authority and the City of Cibolo that supports the Bonds, for the Orignal System Contract Revenue Bonds there is a Southern Plant Wastewater Services and Funding Agreement (the "Funding Agreement") between the Authority, the City of Schertz and the City of Cibolo. The Funding Agreement establishes certain contractual rights, duties, and obligations among these parties with respect to the Project. In general terms, the Funding Agreement provides that the Authority will establish a rate methodology with respect to the Project and that the City of Schertz and the City of Cibolo will pay their annual proportionate share of the Project's Maintenance and Operation Expenses and that for the first ten years the City of Schertz shall pay 100% of the debt service on the Original System Contract Revenue Bonds, for years 11-20 the City of Schertz and the City of Cibolo will each pay 50% of the debt service on the Original System Contract Revenue Bonds, and for years 21-30 the City of Cibolo will pay 100% of the debt service on the Original System Contract Revenue Bonds. However, the Contract obligates the City to pay 100% of the debt service on the Original System Contract Revenue Bonds while they are Outstanding. Lastly, Section 4(g) of the Funding Agreement provides that Cibolo can terminate any obligation it has pursuant to the Funding Agreement by providing notice within 9 years (2029) and termination within 10 years, if the City of Cibolo, in its sole discretion, determines that all necessary permits, licenses, certificates of convenience and necessity, and approvals as may be necessary for Cibolo to provide wastewater services to a service area large enough to require the wastewater system capacity of the Project have been obtained.

UTILITY SYSTEM OUTSTANDING DEBT SERVICE

(as of October 1, 2025)

In addition to the Bonds the City of Cibolo's Utility System supports (2) two series of City general obligation bonds with net revenues of the Cibolo's Utility System in addition to their outstanding revenue bonds. Set forth below are the debt service requirements for Cibolo's currently outstanding general obligation debt that is self-supporting:

General Obligation and Refunding Bonds, Series 2015	$ 380,000
Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2019	1,060,000
Total	$ 1,440,000

FYE (9/30)	City of Cibolo's Self-Supporting General Obligation Debt
2026	$ 294,775
2027	289,300
2028	97,375
2029	94,450
2030	96,750
2031	93,950
2032	96,050
2033	93,050
2034	94,950
2035	97,075
2036	94,525
2037	96,900
2038	94,200
2039	96,425
Total	$ 1,729,775

REVENUE BOND DEBT DATA

(As of October 1, 2025)

Utility System Revenue Bonds, Series 2006	$ 205,000
Utility System Revenue Refunding Bonds, Series 2021	2,720,000
Total Utility System Debt	$ 2,925,000

REVENUE BONDS AUTHORIZED BUT UNISSUED

-NONE-

REVENUE BONDS DEBT SERVICE REQUIREMENTS

FY Ending 30-Sep	Principal	Interest	Total
2026	$ 595,000	$ 70,315	$ 665,315
2027	395,000	59,806	454,806
2028	405,000	53,881	458,881
2029	410,000	47,300	457,300
2030	425,000	30,900	455,900
2031	445,000	13,900	458,900
2032	250,000	5,000	255,000
	$ 2,925,000	$ 281,103	$ 3,206,103

DEBT SERVICE SUPPORTED BY THE CITY OF CIBOLO UTILITY SYSTEM

Fiscal Year Ending Sep. 30	Canyon Regional Water Authority Debt	CCMA (Series 2014 and 2018)	City of Cibolo Utility System Revenue Bond Debt	City of Cibolo Portion of The Bonds [1]			Utility System Supported Certificates of Obligation	Total Utility System Debt Service
				Principal	Interest[2]	Total		
2026	$ 1,501,729	$ 355,425	$ 665,315	$ 110,000	$ 136,266	$ 246,266	$ 294,775	$ 3,063,510
2027	1,503,208	358,600	454,806	125,000	176,463	301,463	289,300	2,907,377
2028	1,505,928	356,325	458,881	130,000	170,525	300,525	97,375	2,719,034
2029	1,058,287	356,325	457,300	135,000	164,350	299,350	94,450	2,265,712
2030	1,016,108	358,500	455,900	145,000	157,938	302,938	96,750	2,230,196
2031	1,018,165	355,225	458,900	150,000	151,050	301,050	93,950	2,227,290
2032	1,021,320	356,725	255,000	155,000	143,925	298,925	96,050	2,028,020
2033	631,482	357,775	-	165,000	136,563	301,563	93,050	1,383,870
2034	633,251	355,875	-	170,000	128,725	298,725	94,950	1,382,801
2035	634,530	712,300	-	180,000	120,650	300,650	97,075	1,744,555
2036	103,466	714,300	-	190,000	112,100	302,100	94,525	1,214,391
2037	103,433	715,050	-	200,000	103,075	303,075	96,900	1,218,458
2038	103,581	714,550	-	210,000	93,575	303,575	94,200	1,215,906
2039	103,688	712,800	-	220,000	83,600	303,600	96,425	1,216,513
2040	103,756	717,200	-	230,000	73,150	303,150	-	1,124,106
2041	103,782	713,600	-	240,000	62,225	302,225	-	1,119,607
2042	-	714,200	-	250,000	50,825	300,825	-	1,015,025
2043	-	713,800	-	260,000	38,950	298,950	-	1,012,750
2044	-	712,400	-	275,000	26,600	301,600	-	1,014,000
2045	-	-	-	285,000	13,538	298,538	-	298,538
Total	$ 11,145,714	$ 10,350,975	$ 3,206,103	$ 3,825,000	$ 2,144,091	$ 5,969,091	$ 1,729,775	$ 32,401,658

[1] *The City of Cibolo's portion of the Bonds is 45%. The City of Cibolo provided the Authority an Opt-In letter in 2025 declaring the City of Cibolo's intent to take wastewater capacity and 50% of the payments for FYE 2025-2034 and 100% for FYE 2035-2044 for the Original System Contract Revenue Bonds. The City of Cibolo's portion of the Bonds and payments on the Original System Contract Revenue Bonds will be secured by a take or pay contract with the City of Cibolo, Texas as a lien on and pledge of the City's gross revenues, defined as the Special Payments, as a maintenance and operations expense. No revenues or ad valorem taxes of the Cibolo Creek Municipal Authority are pledged for repayment of the Bonds.*

[2] *Interest calculated at an assumed rate solely for illustration purposes.*

COVERAGE FACTOR - CITY OF CIBOLO

Cibolo Utility System Coverage of Utility System Supported Debt Service		
Cibolo Net Revenues available for debt service for fiscal year ended 9/30/2024	$	4,682,039
Average Annual Debt Service Requirements (2026-2045)	$	1,620,083
Coverage Factor (Based on Average Annual Debt Service)		2.89X
Maximum Annual Debt Service Requirement	$	3,063,510
Coverage Factor (Based on Maximum Annual Debt Service)		1.53X

WATERWORKS AND SEWER SYSTEM OPERATING STATEMENT

The following condensed statements have been compiled using accounting principles customarily employed in the determination of net revenues available for debt service, and in all instances exclude depreciation, transfers, bad debt, debt service payments and expenditures identified as capital.

	Fiscal Year Ended				
	9/30/2024*	9/30/2023	9/30/2022	9/30/2021	9/30/2020
Revenues	$ 18,235,296	$ 17,004,871	$ 14,663,345	$ 13,065,398	$ 14,876,703
Expenses	13,553,257	14,022,319	12,297,834	11,264,817	10,750,325
Net Revenue Available for Debt Service	$ 4,682,039	$ 2,982,552	$ 2,365,511	$ 1,800,581	$ 4,126,378
Customer Count:					
Water	6,924	6,669	6,320	5,975	5,741
Sewer	11,401	10,895	10,368	10,122	9,818

Source: The City's Comprehensive Annual Financial Reports

CAPITAL ASSETS

(as of 9/30/2024)

	Beginning Balance	Increases	Deletions/ Transfers	Ending Balance
Land	$ 1,396,208	$ 860,362	$ -	$ 2,256,570
Water Rights	$ 475,000	-	-	$ 475,000
Construction in Progress	$ 8,730,661	2,611,651	-	$ 11,342,312
Total Assets not being Depreciated	10,601,869	3,472,013	-	$ 14,073,882
Infrastructure	$ 48,803,296	3,492,741	-	$ 52,296,037
Transportation and Equipment	$ 2,461,361	$ 865,696	$ -	$ 3,327,057
Totals	$ 51,264,657	$ 4,358,437	$ -	$ 55,623,094
Less: Accumulated Depreciation	$ (10,819,119)	(1,230,418)	-	$ (12,049,537)
Total Property Plant & Equipment	$ 40,445,538	$ 3,128,019	$ -	$ 43,573,557
Business-Type activities capital assets, net	$ 51,047,407	$ 6,600,032	$ -	$ 57,647,439

PRINCIPAL WATER CUSTOMERS

Name of Customer	Gallons	% of Total
SCUCISD	14,929,800	2.02%
DR Horton	13,547,300	1.84%
Trophy Oak Property LP	9,244,300	1.25%
Blue Wave Car Wash	7,826,000	1.06%
GO Car Wash Management	7,331,600	0.99%
HEB	6,556,600	0.89%
Cromwell Street LLC	5,722,400	0.78%
Grand at Cibolo	5,507,100	0.75%
The Brooks at Cibolo	5,216,500	0.71%
Steele Creek Residential HOA	5,167,000	0.70%
Total	81,048,600	10.99%

Total Usage for the entire City was 737,477,446 gallons.

Source: The City's Comprehensive Annual Financial Reports

CITY OF CIBOLO WATER RATES

(Based on Monthly Billing, Effective October 17, 2024)

Residential:

1,200 gallons or less (special rate)		$ 13.50	Special Rate
Over 1,200 gallons (base rate)		28.00	Base Rate
1,201 to 7,000	additional	$6.19	per 1,000 gallons
7,001 to 15,000	additional	7.91	per 1,000 gallons
15,0001 to 30,000	additional	9.58	per 1,000 gallons
30,001 to 50,000	additional	11.25	per 1,000 gallons
over 50,0000	additional	14.08	per 1,000 gallons

Multi-Family:

First (1,000 gallons x LUE)	Base Rate based on meter size		
1,001 to 7,000 (x LUE)	additional	$ 5.95	per 1, 000 gallons
7,001 to 15,000 (x LUE)	additional	7.61	per 1, 000 gallons
15,0001 to 30,000 (x LUE)	additional	9.21	per 1, 000 gallons
30,001 to 50,000 (x LUE)	additional	10.82	per 1, 000 gallons
over 50,0000 (x LUE)	additional	13.54	per 1, 000 gallons

Commercial/Hydrant Meters:

First 1,000 gallons	Base Rate based on meter size		
1,0001 to 7,000	additional	$ 6.19	per 1,000 gallons
7,001 to 15,0000	additional	7.91	per 1,000 gallons
15,001 to 30,000	additional	9.58	per 1,000 gallons
30,001 to 50,000	additional	11.25	per 1,000 gallons
over 50,000	additional	14.08	per 1,000 gallons

Wholesale Meters:

First 1,000 gallons	Base Rate based on meter size		
1,001 to 30,000	additional	$ 6.43	
30,001 to 60,000	additional	8.22	
over 60,000	additional	11.1	

Meter Size -LUE	**S**	**Meter Size**	**$**
3/4"-1.5	$ 35.65	3"-20	$ 480.50
1"-2.5	60.10	4"-40	961.00
1.5"-7	163.80	6"-64	1,528.80
2"-10	240.25	8"-112	2,620.80
		10"-220	5,241.60

Note: The above information provided by the City of Cibolo.

CITY OF CIBOLO'S WATER SUPPLY

The City of Cibolo's primary water source is the Canyon Regional Water Authority ("CRWA"). The City has a total of 5,152 acre feet available to them.

CRWA has built, operates, and maintains a water treatment facility located at Lake Dunlap and Wells Ranch and certain related transmission lines for the purpose of receiving, treating, and transmitting certain of the water purchased pursuant to the contract with the Guadalupe-Blanco River Authority.

Payments to CRWA for water supply and to Cibolo Creek Municipal Authority for sewage treatment are a component of Maintenance and Operations Exepneses of the Utility System and are paid prior to the debt service on outstanding Utility System revenue obligations. During the last five fiscal years, the City of Cibolo has pad the following amounts ot each entity.

	Fiscal Year Ended				
	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020
Canyon Regional Water Authority	$ 3,957,773	$ 4,362,416	$ 3,931,346	$ 3,932,620	$ 3,611,878
Cibolo Creek Municipal Authority	$ 3,467,544	$ 3,104,378	$ 2,956,739	$ 2,785,477	$ 2,600,164

The City currently anticipates that its existing water supply is adequate until at least 2024 based upon moderate growth assumptions. The City is also a founding member of the Cibolo Valley Local Government Corporation ("CVLGC"), along with the City of Schertz, which is a nonprofit corporation created under Texas law to allow for a joint and collaborative effort to seek additional water supplies and water treatment facilities on a regional basis. The CVLGC is similar to the existing Schertz/Seguin Local Government Corporation ("SSLGC") that was created for similar purposes by the cities of Seguin and Schertz that has proven to be instrumental in developing water supply and water treatment facilities on a regional basis in a cost-efficient manner. CVLGC has acquired water rights leases on 10,994 acres of land in Wilson County, thereby securing 10,994 acre feet of water from the Carrizo Wilcox Aquifer. The City also has the ability to lease additional water from SSLGC in the event greater than anticipated growth were to occur in the short term. The City remains confident that it is developing or has secured adequate water supplies to support the long-term growth anticipated for the City.

Note: The above information was taken from the Issuer's 2024 Annual Financial Report, information provided by the Issuer and the Texas Municipal Reports published by the Municipal Advisory Council of Texas.

CITY OF CIBOLO SEWER RATES

(Based on Monthly Billing, Effective October 17, 2024)

Residential:			
First 3,000 gallons of water used		$ 18.65	Base Rate
3,001 plus gallons of water used	additional	$5.44	per 1,000 gallons
Commercial:			
First 3,000 gallons of water used		$23.19	Base Rate
3,001 plus gallons of water used	additional	5.44	per 1,000 gallons
Multi-Family:			
First 3,000 gallons of water used x LUE		23.19	Base Rate
(3,001 plus x LUE) gallons of water used	additional	$ 5.44	per 1, 000 gallons

Sludge Waste Transporter Permit: $250.00 per unit

Account Fees:	
Account set up fee	$ 50.00
Account transfer fee	50.00
Administrative Fee	$ 50.00
Late penalty	10.00
Daily hydrant rental fee	8.00
Security Deposits	
Residential	$ 120.00
Temporary service request (5 days or less)	40.00
Commercial/Industrial	Two months estimated use
Garbage only accounts	40.00
Hydrant Meters	900.00
Commercial Rolloff Dumpsters	800.00
Meter Installation and Tap Fees:	
Installation:	
5/8" Meter to 1.5" Meter*	$ 80.00
2" Meter*	110.00
3"Meter up to 4" Meter*	175.00
6" Meter and up*	320.00
Hydrant Meter*	90.00
* plus meter cost	
Water Taps:	
Water Impact Fee (if applicable)	$ 1,839.00
Short Service (main on same side of the street)**	750.00
Long Service (main not on same side of the street	1,850.00
** plus meter/supply cost	
Wastewater Taps:	
Wastewater Impact Fee (if applicable)	$ 873.00
CCMA fee	1,850.00 plus 30.00 administrative fee
6 ft deep or less	1,950.00
Each additional foot over 5 feet	400.00 per foot

* Due to the fluctuation of meter and supply costs, parts will be quoted at time of permitted at City's cost plus 10%.

Note: The above information provided by the City of Cibolo.

Agenda No. 10.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 18, 2025**
Department:	**Planning & Community Development**
Subject:	**Ordinance 25-S-046 - Conduct a public hearing and consider a request to rezone approximately 11.03 acres of land from Pre-Development District (PRE) to Agricultural District (AD), generally known as 7703 Trainer Hale Road, approximately 1,700 feet north from the intersection of Trainer Hale Road and IH-10, more specifically known as Bexar County Parcel Identification Number 339346, City of Schertz, Bexar County, Texas (B.James/L.Wood/W.Willingham)**

BACKGROUND

Per the applicant's letter of intent, the applicant is proposing to rezone approximately 11.03 acres of land from Pre-Development District (PRE) to Agricultural District (AD) with plans to construct a second home on the property and an accessory agricultural structure. The property is currently unplatted with an existing home on site.

In 2010, the subject property was annexed into the City of Schertz through Ordinance 10-A-20 and was provided the Pre-Development District (PRE) zoning designation. Later in 2024, properties directly adjacent to the subject site were annexed into the City of Schertz and were provided the Agricultural District (AD) zoning designation through Ordinance 24-S-24. The applicant purchased this property in 2013, thus preventing the current property owner from requesting a desired zoning district upon annexation. The applicant is now requesting a rezone to Agricultural District (AD) which is consistent with the surrounding area.

On September 19, 2025, thirteen (13) public notices were mailed to the surrounding properties within a 200-foot boundary of the subject property including one public notice sent to SCUCISD. At the time of the staff report, zero (0) responses in favor, zero (0) responses neutral, and zero (0) responses in opposition have been received. A public hearing notice was published in the "San Antonio Express" on October 29, 2025. Additionally, one (1) sign was placed on the subject property by the applicant.

Subject Property:

	Zoning	**Land Use**
Existing	Pre-Development District (PRE)	Residential and Agricultural Use
Proposed	Agricultural District (AD)	Residential and Agricultural Use

Adjacent Properties:

	Zoning	**Land Use**
North	Agricultural District (AD)	Private Road - Dusty Fields
South	Pre-Development District (PRE)	Residential and Undeveloped
East	Agricultural District, Right-of-Way	Undeveloped, Trainer Hale Road (Principal Arterial)
West	Agricultural District (AD)	Agricultural

GOAL

Per the applicant's letter of intent, the applicant is proposing to rezone approximately 11.03 acres of land from Pre-Development District (PRE) to Agricultural District (AD) with plans to construct a second home on the property and an accessory structure for agricultural equipment.

Dimensional and Developmental Standards (Sec. 21.5.7.B)

			Min Lot Dimensions (Ft.)			**Min Yard Setbacks (Ft.)**			**Misc. Lot Requirements**	
	Code	*Zoning District*	*Area (Sq. ft.)*	*Width (Ft)*	*Depth (Ft)*	*Front (Ft)*	*Side (Ft)*	*Rear (Ft)*	*Max Height (Ft)*	*Max. Impervious Coverage*
Existing	(PRE)	Pre-Development District	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Proposed	(AD)	Agricultural District	217,000	100	100	25	25	25	35	30%

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

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

The Comprehensive Land Plan is a guiding document for the long-range vision of Schertz and designates this area as "Regional Corridor." The Regional Corridor designation is intended for commercial and entertainment areas along major thoroughfares that serve populations within the city and the broader region. Agricultural District (AD) is intended for agricultural conservation areas on lots over five acres, and in areas where development is premature due to lack of utilities.

Although the subject property's zoning request differs from the Future Land Use Map's designation, the proposed Agricultural District (AD) is consistent with the Comprehensive Land Plan. The Future Land Use Map within the Comprehensive Land Use Plan is a guiding document for determining appropriate land uses and development types for the future vision of Schertz. However, the existing conditions and existing land uses must be considered when reviewing zoning applications. The proposed zone change has been brought forth by the owner of the property, who purchased this land in 2013 zoned as Pre-Development District (PRE). In 2024, properties directly adjacent to the subject site were annexed into the City of Schertz and were provided the Agricultural District (AD) zoning designation through Ordiance 24-S-24.

The applicant intends to construct a single family home in the future which is consistent with the existing character of the surrounding area. If the subject property were proposed to be developed more intensively in the future so as to change the character of the immediate area, the zoning designation would also need to be reviewed in conjunction with the Comprehensive Land Use Plan and Future Land Use Map.

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

City.
As part of promoting health, safety, and general welfare, zone change requests should align with the Unified Development Code (UDC) and city policy. Agricultural District (AD) is intended to provide for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards. The subject property is located within the Schertz Sewer CCN but is currently serviced by an on site septic system while adjacent properties are also not connected to sanitary sewer. Furthermore, the Schertz Engineering Department has conducted an analysis of the zone change request and has determined that the potential traffic impact as a result of the zone change will not have a measurable impact on the city's transportation system.Therefore, given the current conditions of the surrounding area and the minimal traffic impact, a rezone to Agricultural District (AD) does meet the intent of the UDC.

3. Whether the uses permitted by the proposed change will be consistent and appropriate with existing uses in the immediate area.
The subject property and surrounding area is largely rural. The subject property is currently the site of a single family home with agricultural activities on the remainder of the property, which is consistent in character with the surrounding area. UDC Section 21.1.2 indicates that the intent of the UDC is to minimize the conflicts among uses of land and buildings. Therefore, given the character of surrounding properties, Agricultural District (AD) is consistent in character with the surrounding area and aligns with the provisions of the UDC. See below the permitted uses in the existing and proposed zoning districts.

Permitted Use Table (Sec. 21.5.8)*

	Existing Zoning District	Proposed Zoning District
	Pre-Development District (PRE)	Agricultural District (AD)
Permitted Uses	- Church, Temple Synagogue Mosque, or other Place of Worship (SUP) -Municipal Uses -School, public or private	- Agricultural/Field Crops - Livestock -One Family Dwelling Detached -Stable, Commercial

**The permitted use table shown is non-exhaustive. For a complete list of permitted use, see UDC Section 21.5.8- Permitted Use Table*

4. Whether other factors are deemed relevant and important in the consideration of the amendment.
All UDC requirements have been met for the proposed zone change.

SCUCISD has been notified of the zone change request.

Schertz' Fire, EMS, and Police Departments have been notified of the zone change request. EMS and the Police Department have not provided concerns specific to this request. The Fire Department expressed concerns related to accessing structures on site and would need to ensure the driveway can effectively support the weight of fire apparatus.

RECOMMENDATION

Due to the rural character of the surrounding area, the limited utility availability, and the increase in development standards resulting from the zone change, staff recommends approval of Ordinance 25-S-046.

The Planning and Zoning Commission met on October 1, 2025, and made a recommendation to approve the proposed rezone to Agricultural District (AD) with a 7-0 vote to City Council.

Attachments

Ordinance 25-S-046 with attachments
Aerial Exhibit
Public Hearing Notice Map
Zoning Exhibit
Engineering Memo
SCUCISD 10-Year Forecasting
SCUCISD Demographic Report
City Council Presentation Slides

ORDINANCE 25-S-046

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO REZONE APPROXIMATELY 11.03 ACRES OF LAND FROM PRE-DEVELOPMENT DISTRICT (PRE) TO AGRICULUTRAL DISTRICT (AD), GENERALLY KNOWN AS 7703 TRAINER HALE ROAD, APPROXIMATELY 1,700 FEET NORTH FROM THE INTERSECTION OF TRAINER HALE ROAD AND IH-10, MORE SPECIFICALLY KNOWN AS BEXAR COUNTY PARCEL IDENTIFICATION NUMBER 339346, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

WHEREAS, an application for a request to rezone approximately 11.03 acres of land from Pre-Development District (PRE) to Agricultural District (AD), generally known as 7703 Trainer Hale Road, approximately 1,700 feet north from the intersection of Trainer Hale Road and IH-10, more specifically known as Bexar County Parcel Identification Number 339346, City of Schertz, Bexar County, Texas, more specifically described in the Exhibit A and Exhibit B attached herein (herein, the "Property") has been filed with the City; and

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

WHEREAS, on October 1, 2025, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested zoning with a 7-0 vote; and

WHEREAS, on November 18, 2025, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A and Exhibit B, is hereby zoned to Agricultural District (AD).

Section 2. The Official Zoning Map of the City of Schertz, described and referred to in Article 2 of the Unified Development Code, shall be revised to reflect the above amendment.

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

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

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

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

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

Section 8. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 9. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

PASSED AND APPROVED this ____day of _____ 2025.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Exhibit “A”
Property Description: Legal Metes and Bounds

Exhibit "A"
Legal Metes and Bounds

METES & BOUNDS DESCRIPTION

OF AN 11.03 ACRE (CALLED 11.050 ACRE) TRACT OF LAND OUT OF THE ELIGIO GORTARI SURVEY NO. 2, ABSTRACT NO. 5, COUNTY BLOCK 5192, BEXAR COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO BERRY E. ROWDEN AND WIFE, BRENDA J. ROWDEN FROM PAUL CAMERON IN VOLUME 9275, PAGE 2130, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, SAID TRACT, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found ½" iron rod in the southwesterly R.O.W. line of Trainer Hale Rd. (a Public R.O.W.) for the southeast corner of the herein described tract, the north corner of a called 9.536 acre tract as conveyed to Michael A. Hunter in Vol. 11939, Pg. 1002, Real Property Records of Bexar County, Texas, said rod being located North 38°30'58" West, a distance of 107.62 feet from a found ½" iron rod marking the common easterly corner of said Hunter Tract and a called 20.002 acre tract as conveyed to the H.O.W. Foundation in Vol. 6386, Pg. 96, Real Property Records of Bexar County, Texas;

THENCE leaving said R.O.W., along and with the northerly boundary line of said Hunter Tract, generally along a fence, South 59°05'32" West, a distance of 2287.17 feet (called South 59°04'06" West, a distance of 2287.13 feet) to a set ½" iron rod for the south corner of the herein described tract, the east corner of a called 10.500 acre tract as conveyed to Kenneth R. Jarzombek in Vol. 2823, Pg. 2049, Real Property Records of Bexar County, Texas;

THENCE along and with the northeasterly boundary line of said Jarzombek Tract, North 31°27'09" West, a distance of 479.64 feet (called North 31°27'09" West, a distance of 483.02 feet) to a found ½" iron rod at fence corner for the west corner of the herein described tract, an angle point of said Jarzombek Tract;

THENCE continuing along and with the common boundary of the herein described tract and said Jarzombek Tract, North 58°53'09" East, a distance of 910.27 feet (called North 59°05'36" East, a distance of 909.88 feet) to a found ½" iron rod for the north corner of the herein described tract, the west corner of a called 14.0545 acre tract as conveyed to Emma Jean Tucker in Vol. 14589, Pg. 318, Real Property Records of Bexar County, Texas;

THENCE along and with the southwesterly boundary line of said Tucker Tract, South 31°31'49" East, a distance of 452.05 feet (called South 31°31'49" East, a distance of 452.35 feet) to a found ½" iron rod for an angle point of the herein described tract, the south corner of said Tucker Tract;

THENCE along and with the southerly boundary line of said Tucker Tract, North 59°05'32" East, a distance of 1372.43 feet (called North 59°02'46" East, a distance of 1372.28 feet) to a set ½" iron rod in the southwesterly R.O.W. line of said Trainer Hale Rd. for the north corner of the herein described tract, the east corner of said Tucker Tract;

THENCE along and with said R.O.W., South 38°30'58" East, a distance of 31.14 feet (called South 39°28'53" East, a distance of 31.14 feet) to the **POINT OF BEGINNING** and containing 11.03 acres, more or less.

STATE OF TEXAS §

COUNTY OF BEXAR §

November 4, 2013

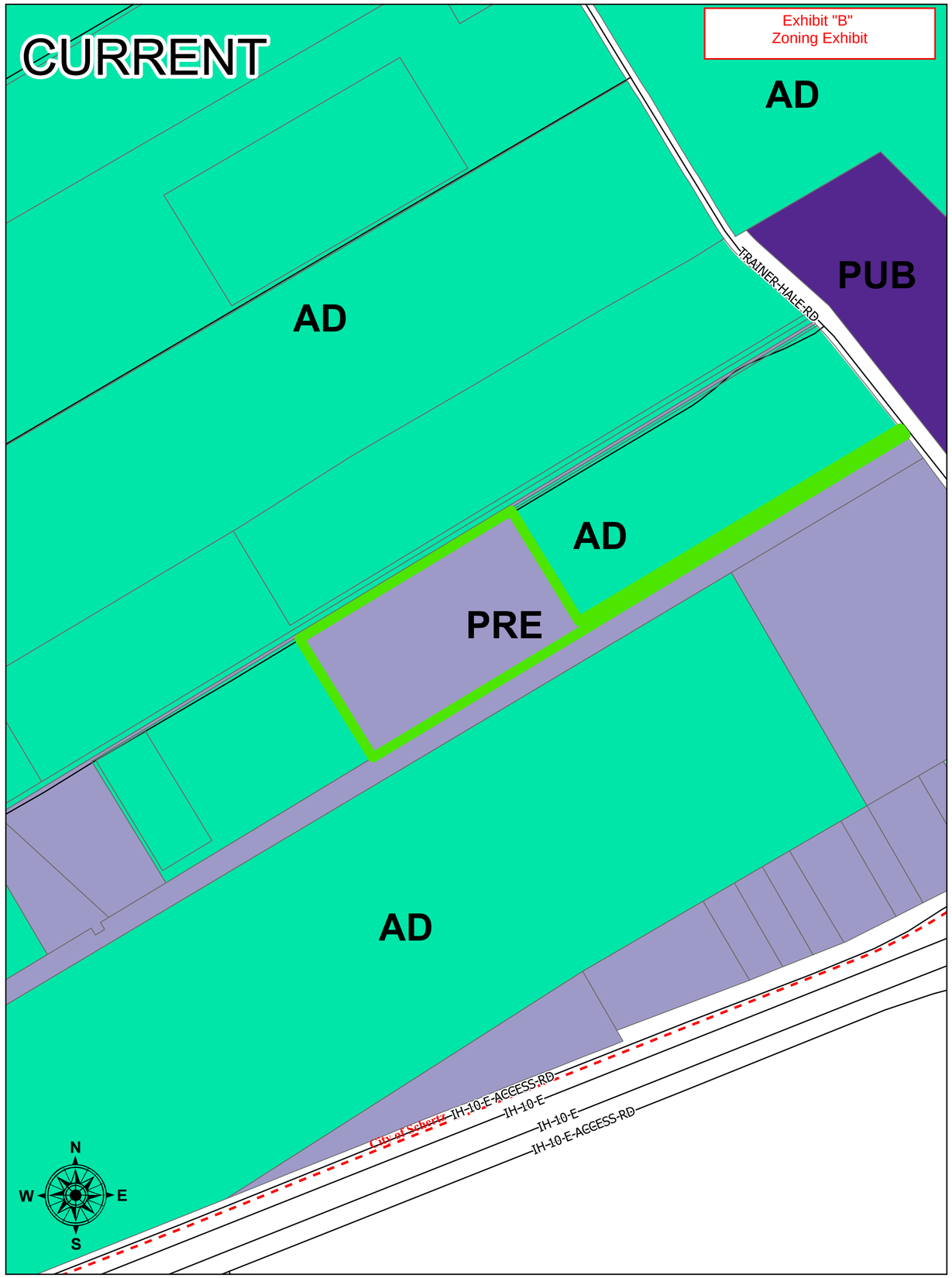
It is hereby certified that the above description was prepared from an actual survey on the ground of the described tract made under my supervision.

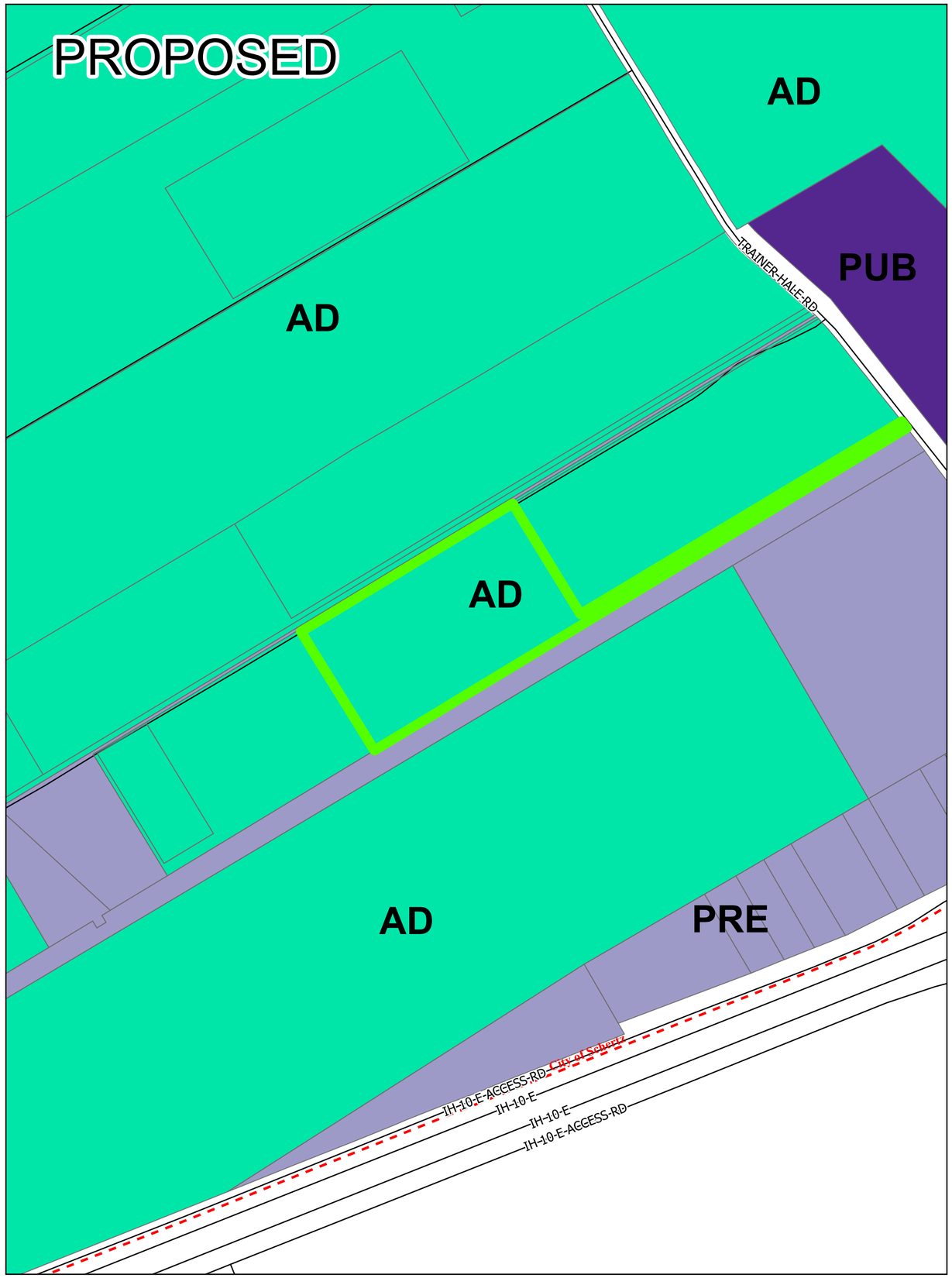
Roy John Ronnfeldt,
Registered Professional Land Surveyor
Registration No. 3520



Exhibit “B”
Zoning Exhibit

Exhibit "B"
Zoning Exhibit





SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last Update: Sep 10, 2025

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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.

PROPOSED ZONE CHANGE

BEXAR COUNTY
PARCEL ID:
339346

Zoning District

- (PRE) Pre-Development
- (PDD) Planned Development
- (PUB) Public Use
- (R-A) Single-family Residential/Agricultural
- (R-1) Single-Family Residential
- (R-2) Single-Family Residential
- (R-3) Two-Family Residential
- (R-4) Apartment/Multi-Family Residential
- (R-6) Single-family Residential
- (R-7) Single-family Residential
- (AD) Agricultural District
- (GH) Garden Home/Single-Family Residential (Zero Lot Line)
- (TH) Townhome
- (MHS) Manufactured Home Subdivision
- (MHP) Manufactured Home Parks
- (GB) General Business
- (GB-2) General Business II
- (NS) Neighborhood Services
- (OP) Office and Professional
- (MSMU) Main Street Mixed Use
- (MSMU-ND) Main Street Mixed Use New Development
- (M-1) Manufacturing (Light)
- (M-2) Manufacturing (Heavy)
- (DVL) Development Agreement (Delayed Annexation)
- Zoning Project

0 250 500 1,000 1,500 2,000 Feet



N
W E
S

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

PARCEL ID:
339346

- Highways
- Major Roads
- Minor Roads
- Freeway
- Principal Arterial
- Planned Principal Arterial
- Secondary Arterial
- Planned Secondary Arterial
- Secondary Rural Arterial
- Planned Secondary Rural Arterial
- Residential Collector
- Planned Residential Collector
- Planned Commercial Collector B
- Commercial Collector A
- Planned Commercial Collector A
- 1" 2" 3" 4" 6"
- 8" 10" 12" 16" 18"
- 20" 24" 30" 36" Unknown
- Schertz Gravity
- Schertz Pressure
- Neighboring Gravity
- Private Pressure
- Hydrant
- Manholes
- CCMA Lift Station
- Private Lift Station
- Schertz Lift Station
- CCMA Treatment Plant
- Schertz Treatment Plant
- County Boundaries
- Schertz Municipal Boundary
- ETJ

0 150 300 600 900 Feet



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

City of Schertz

Parcel ID:
339346

Project Boundary
City Limits
Schertz ETJ Boundary
200' Buffer

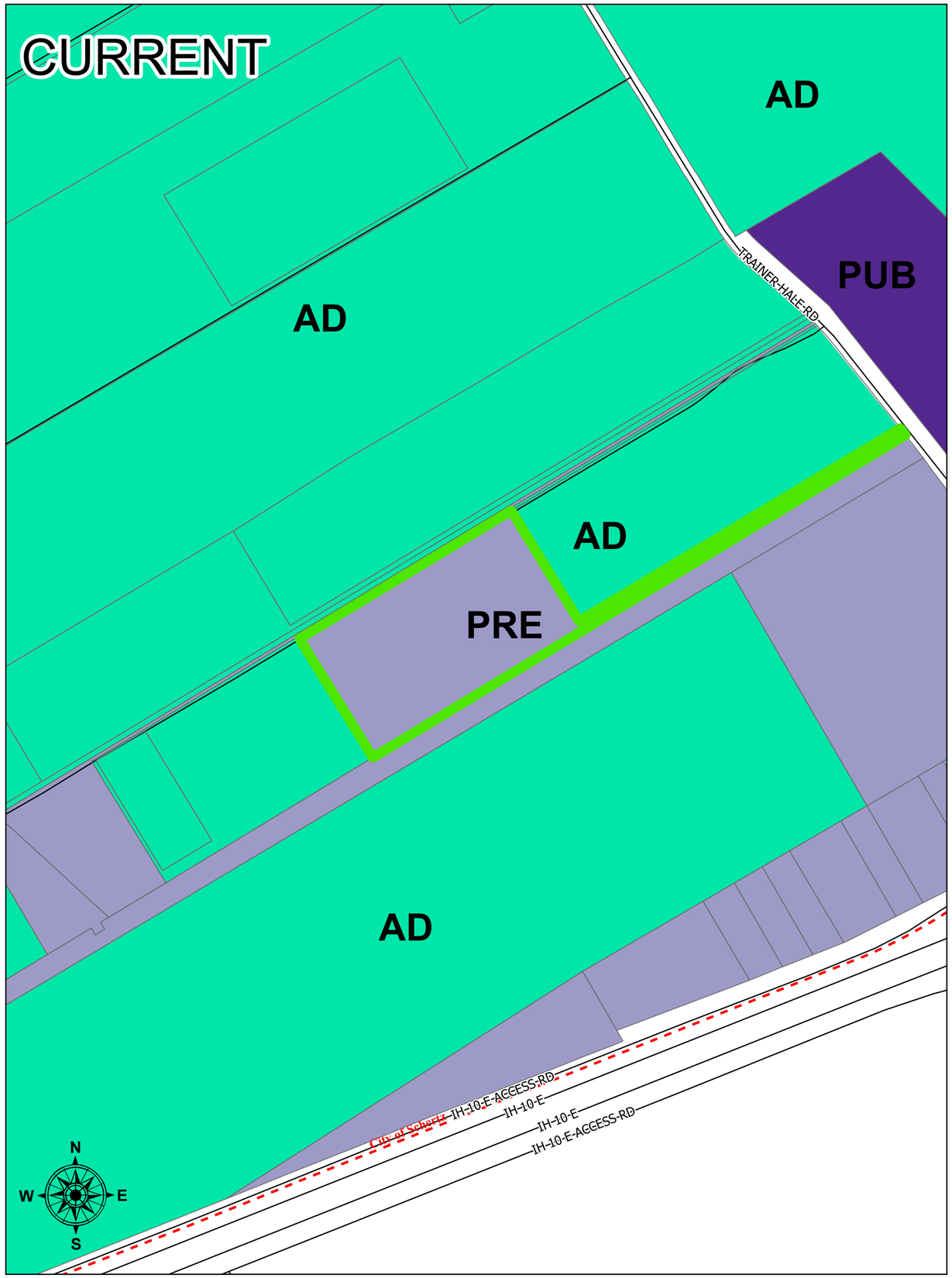
N
W E
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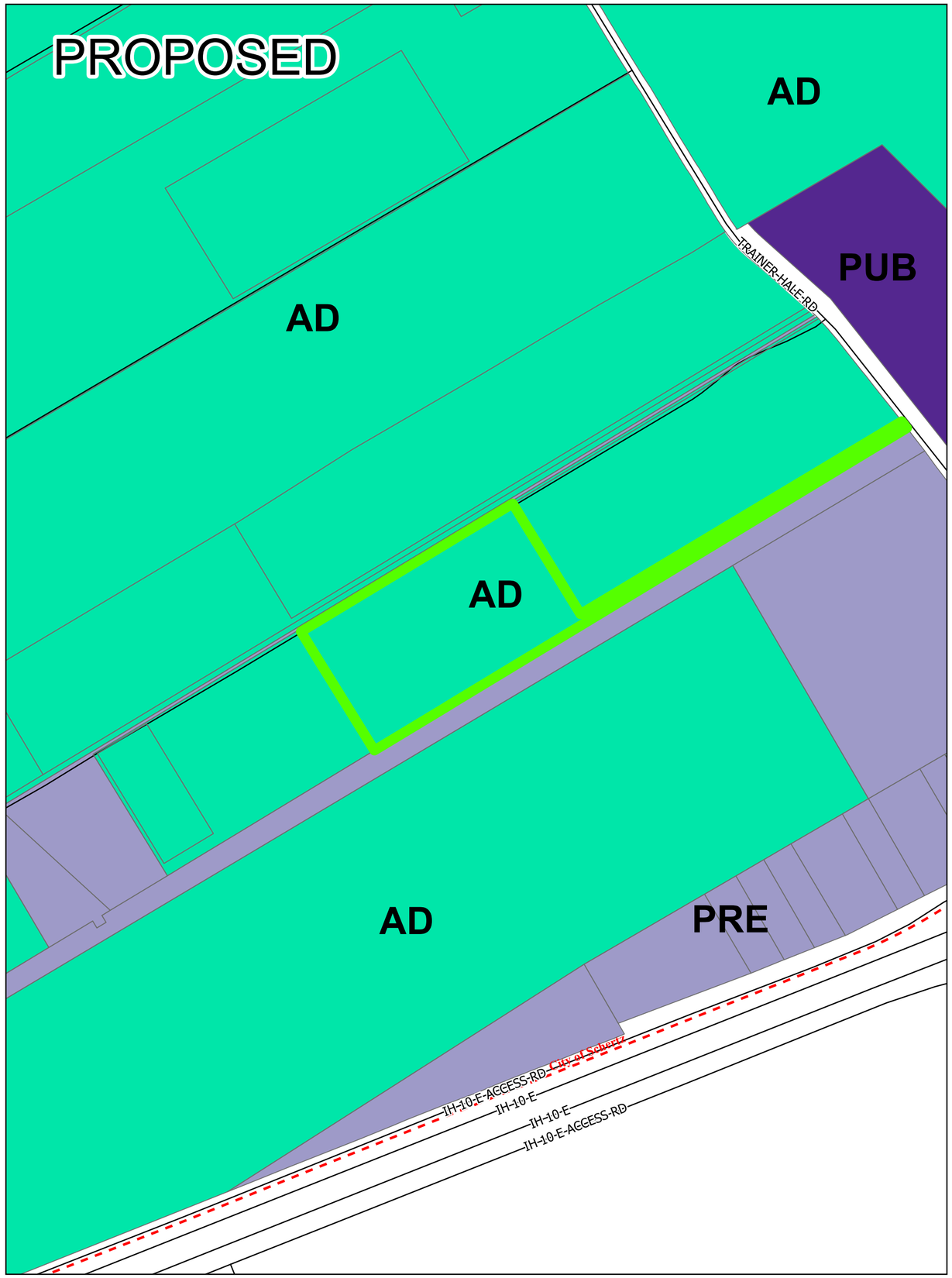
0 200 400 800 1,200 Feet

Last update: September 10th, 2025

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last Update: Sep 10, 2025

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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.

PROPOSED ZONE CHANGE

BEXAR COUNTY
PARCEL ID:
339346

Zoning District

- (PRE) Pre-Development
- (PDD) Planned Development
- (PUB) Public Use
- (R-A) Single-family Residential/Agricultural
- (R-1) Single-Family Residential
- (R-2) Single-Family Residential
- (R-3) Two-Family Residential
- (R-4) Apartment/Multi-Family Residential
- (R-6) Single-family Residential
- (R-7) Single-family Residential
- (AD) Agricultural District
- (GH) Garden Home/Single-Family Residential (Zero Lot Line)
- (TH) Townhome
- (MHS) Manufactured Home Subdivision
- (MHP) Manufactured Home Parks
- (GB) General Business
- (GB-2) General Business II
- (NS) Neighborhood Services
- (OP) Office and Professional
- (MSMU) Main Street Mixed Use
- (MSMU-ND) Main Street Mixed Use New Development
- (M-1) Manufacturing (Light)
- (M-2) Manufacturing (Heavy)
- (DVL) Development Agreement (Delayed Annexation)
- Zoning Project

0 250 500 1,000 1,500 2,000 Feet

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

DEVELOPMENT SERVICES
ENGINEERING DEPARTMENT

Memo

To: Planning and Zoning Commission via William Willingham, Planner

From: John Nowak, P.E., Engineer

Date: September 15, 2025

Re: Traffic Impact Summary for Proposed Zone Change at 7703 Trainer Hale Rd

---

The property at 7703 Trainer Hale Road is currently zoned PRE. The PRE designation is considered a temporary, or "placeholder" zoning designation and doesn't allow for any particular development. The property owner is requesting AD, Agricultural District zoning to keep it consistent with the current use of the property.

Since the PRE zoning designation doesn't allow for any development, technically the expected peak hour trip generation for the property would be zero. If the property was developed to its maximum potential for AD zoning, the maximum peak hour vehicle trips would be 2 trips. This amount of peak hour trips is far below the threshold for requiring a Traffic Impact Analysis. Further, the increased traffic from the requested zone change is so small it would not have any measurable effect on the City's transportation system.

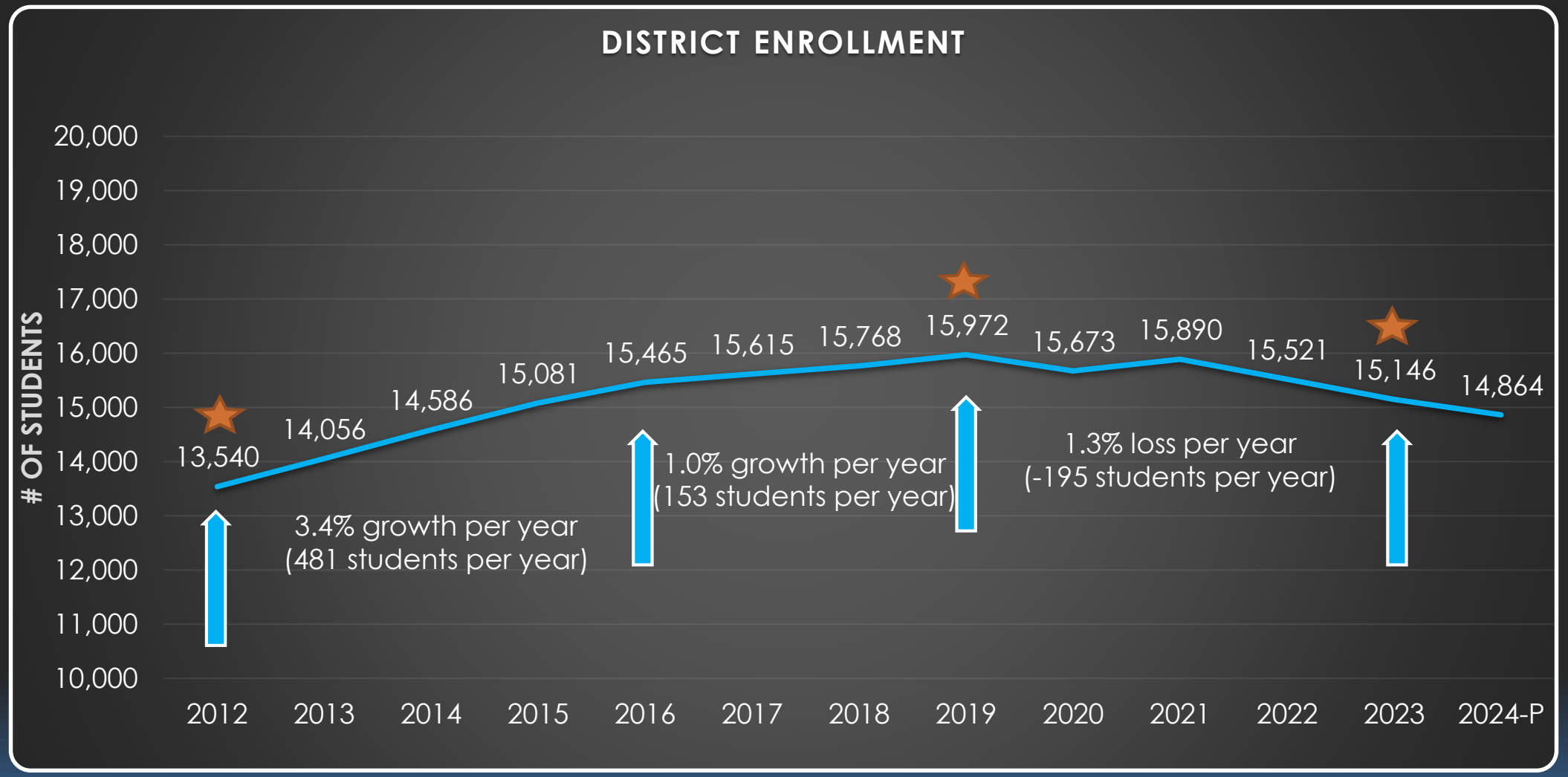
SCHERTZ - CIBOLO - UNIVERSAL CITY ISD

10 YEAR CAMPUS FORECASTING

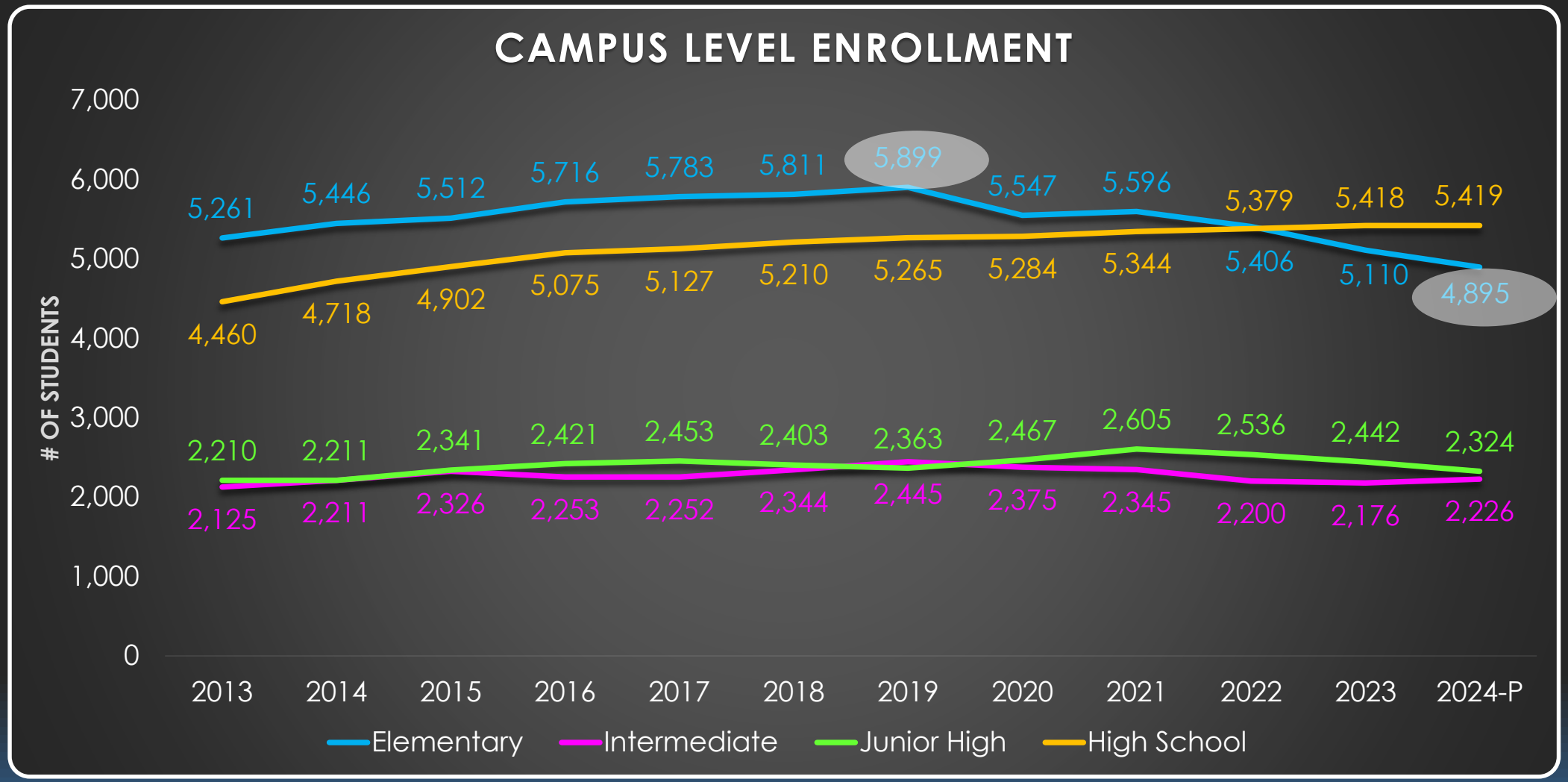
FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity
- Bonding Capacity

HISTORICAL ENROLLMENT



HISTORICAL ENROLLMENT BY CAMPUS LEVEL



ENROLLMENT HISTORY BY LEVEL – OCTOBER

- 2019 to 2023 Enrollment Decrease
  - High School enrollment has remained strong
  - We have added 154 High School students since 2019
  - And Junior High has only lost 39 students since 2019
- Elementary is where we have felt the largest drop in enrollment
  - Specifically, 918 students lost since 2019
  - and 219 students lost at the intermediate level.

STUDENT TRANSFERS

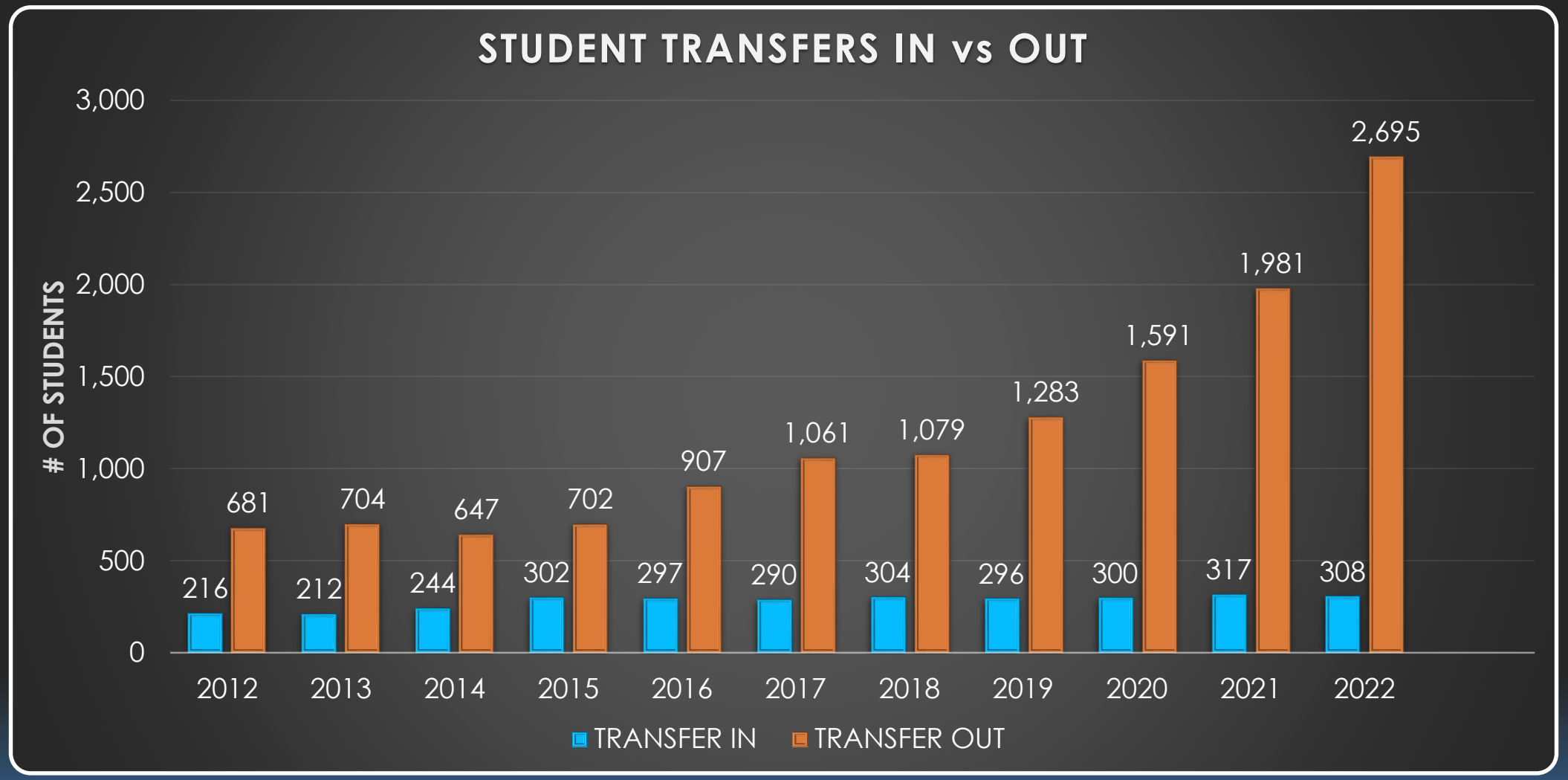
PEIMS YEAR	TRANSFER IN	TRANSFER OUT	DIFFERENCE
2012	216	681	-465
2013	212	704	-492
2014	244	647	-403
2015	302	702	-400
2016	297	907	-610
2017	290	1061	-771
2018	304	1079	-775
2019	296	1283	-987
2020	300	1591	-1291
2021	317	1981	-1664
2022	308	2695	-2387
2023	Data available in March		

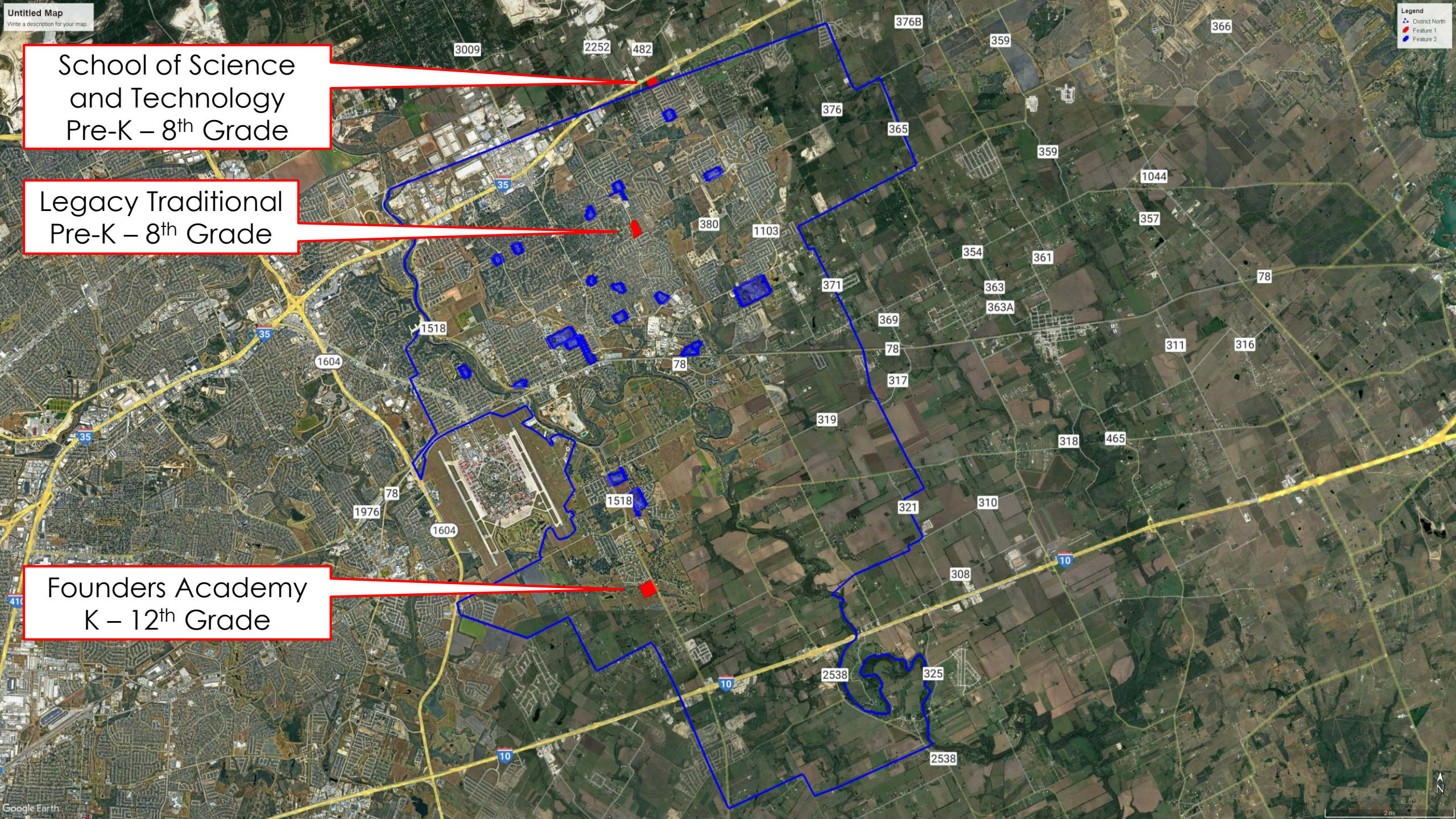
First Year of Founders Charter School →

First Year of School of Science and Technology →

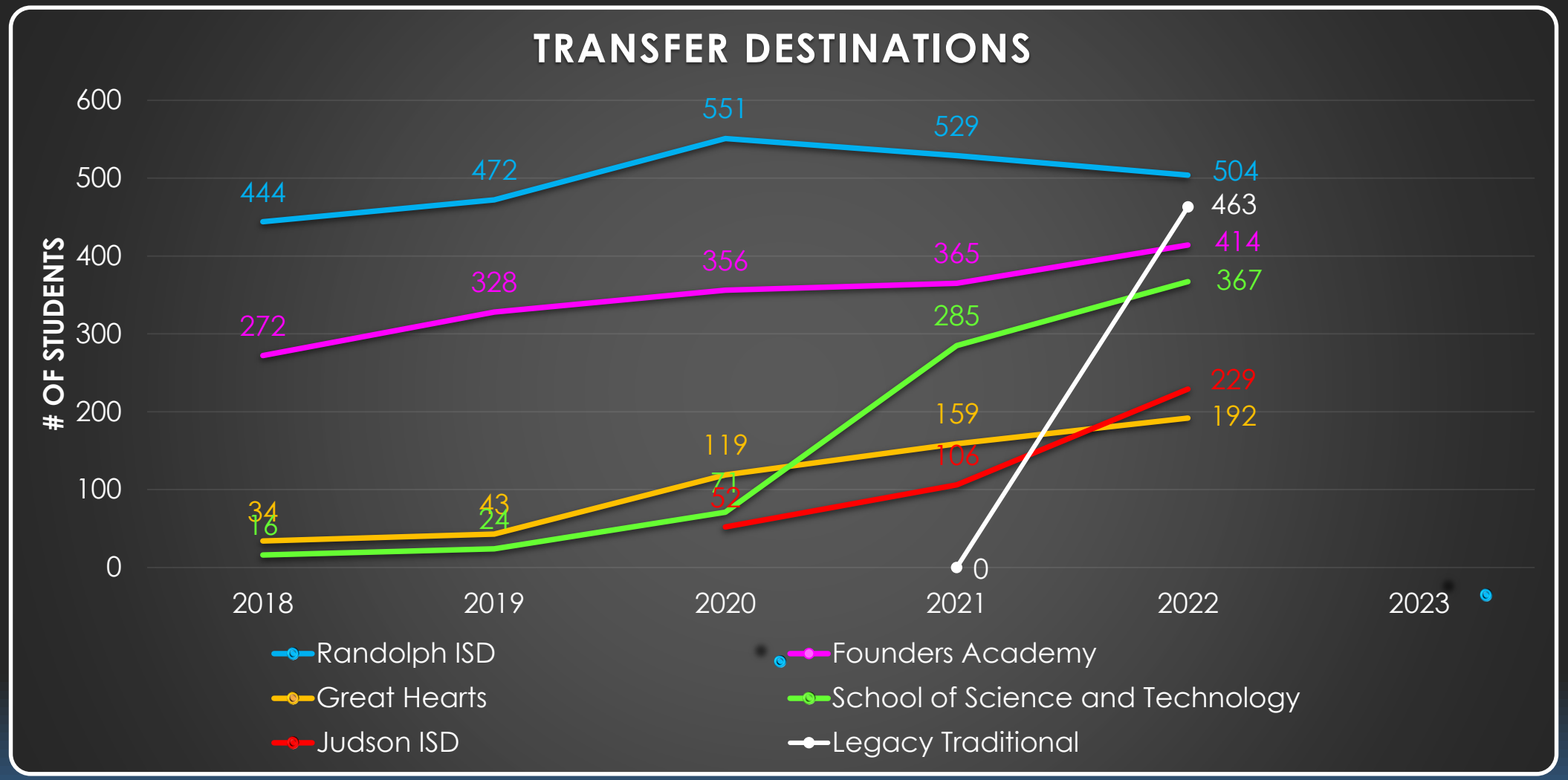
First Year of Legacy Traditional School →

STUDENT TRANSFERS IN VS. OUT

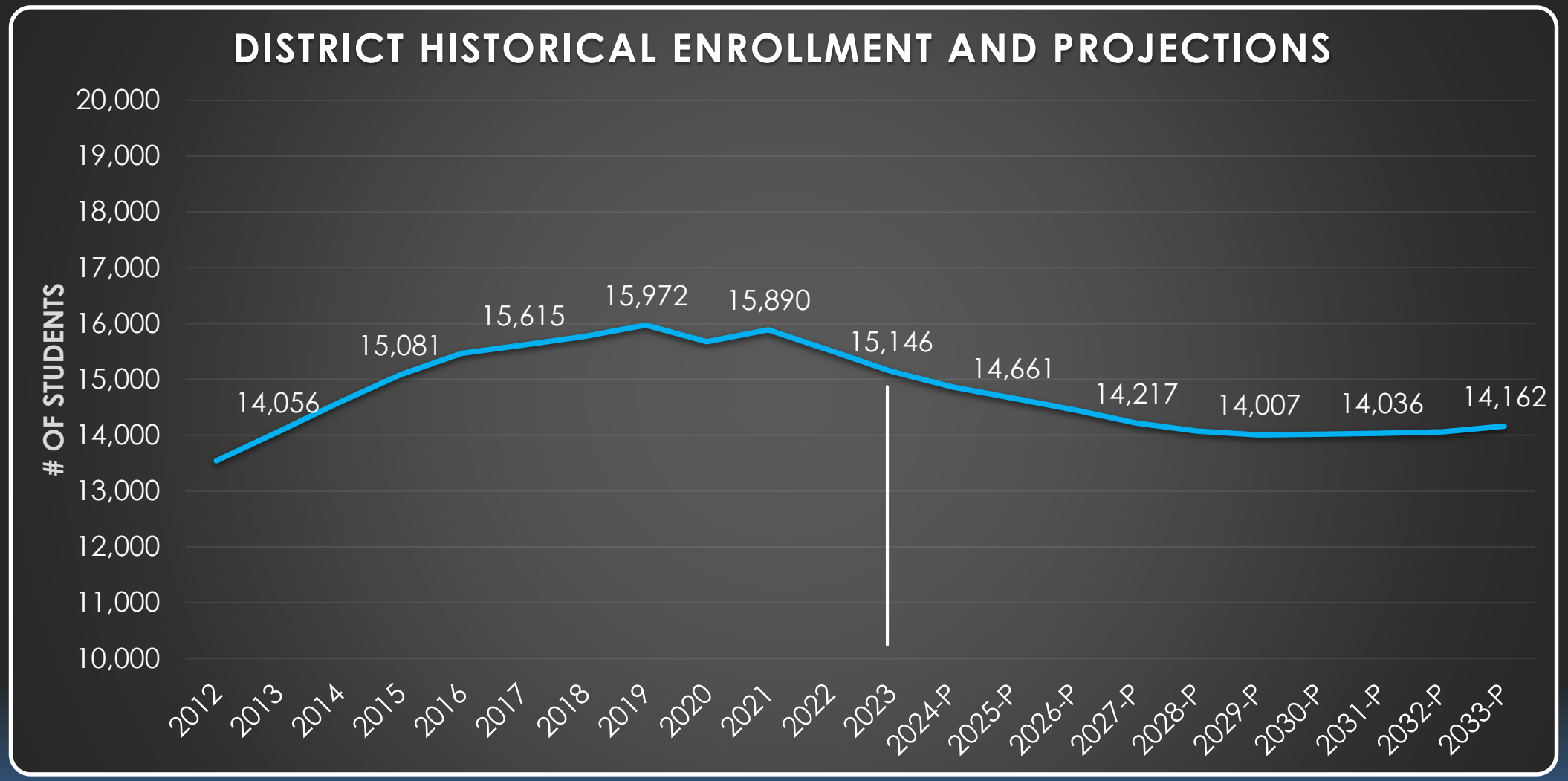



Untitled Map
Write a description for your map.
School of Science and Technology Pre-K – 8th Grade
Legacy Traditional Pre-K – 8th Grade
Founders Academy K – 12th Grade
Legend
District North
Feature 1
Feature 2
3009
2252
482
376B
359
366
376
365
359
1044
380
1103
357
354
361
78
371
363
363A
369
78
1518
1604
78
317
311
316
319
318
465
78
1976
1518
1604
321
310
308
2538
325
2538
35
10
Google Earth
N

MAIN DESTINATIONS FOR TRANSFERS OUT



SO, HOW MANY STUDENTS WILL WE HAVE IN THE FUTURE?



ENROLLMENT PROJECTIONS

- Over the next 6 years our District is projected to lose on average 1.3% of our enrollment annually.
  - Resulting in the potential decline in enrollment of another 1,139 students over the same period
  - Larger graduating classes continue to be replaced with smaller Pre-K and Kinder
  - Growth in Charter enrollment is likely to contribute to the smaller elementary class sizes

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
2023	15,146	-375	-2.42%
2024-P	14,864	-282	-1.86%
2025-P	14,661	-203	-1.37%
2026-P	14,451	-210	-1.43%
2027-P	14,217	-234	-1. 62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

ENROLLMENT PROJECTIONS

- Beginning in 2030 the district is expected to begin adding students
  - Incoming elementary enrollment and graduating classes begin to reach a balance
  - In 2033 we are projected to return to the enrollment we had in 2013

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
2023	15,146	-375	-2.44%
2024-P	14,864	-282	-1.86%
2025-P	14,661	-203	-1.37%
2026-P	14,451	-210	-1.43%
2027-P	14,217	-234	-1. 62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

WHY HAS IT BECOME SO HARD TO PROJECT ENROLLMENT?

- Prior to COVID and area Charter Schools, SCUC was essentially the only option for parents moving into our growing community.
  - When projecting growth, birth rates and housing growth were the only two major variables we had to consider.
- Beginning 2017 with the first area Charter School, parents began to exercise their choice.
  - with COVID we saw virtual learning enter the game and homeschooling became more prevalent
  - Our community also continued to experience aging in place
- Projecting enrollment is much more difficult with these added variables.

FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity

UNDERSTANDING CAMPUS CAPACITY

- Design Capacity
  - Capacity of a campus as architecturally designed with every full-size classroom at full capacity
  - Ex. Sippel Elementary has a design capacity of 750 students
- Functional Capacity
  - Design capacity of a campus minus 10% to account for special programs on a campus that reduce the capacity of a full-size classroom
  - Ex. Sippel Elementary has a functional capacity of 675 students
- Maximum Capacity
  - Campus capacity considering the addition of portable classroom buildings to the design capacity and the number of students the common areas of the campus can support
  - Ex. Sippel Elementary has a maximum capacity of 1058 students

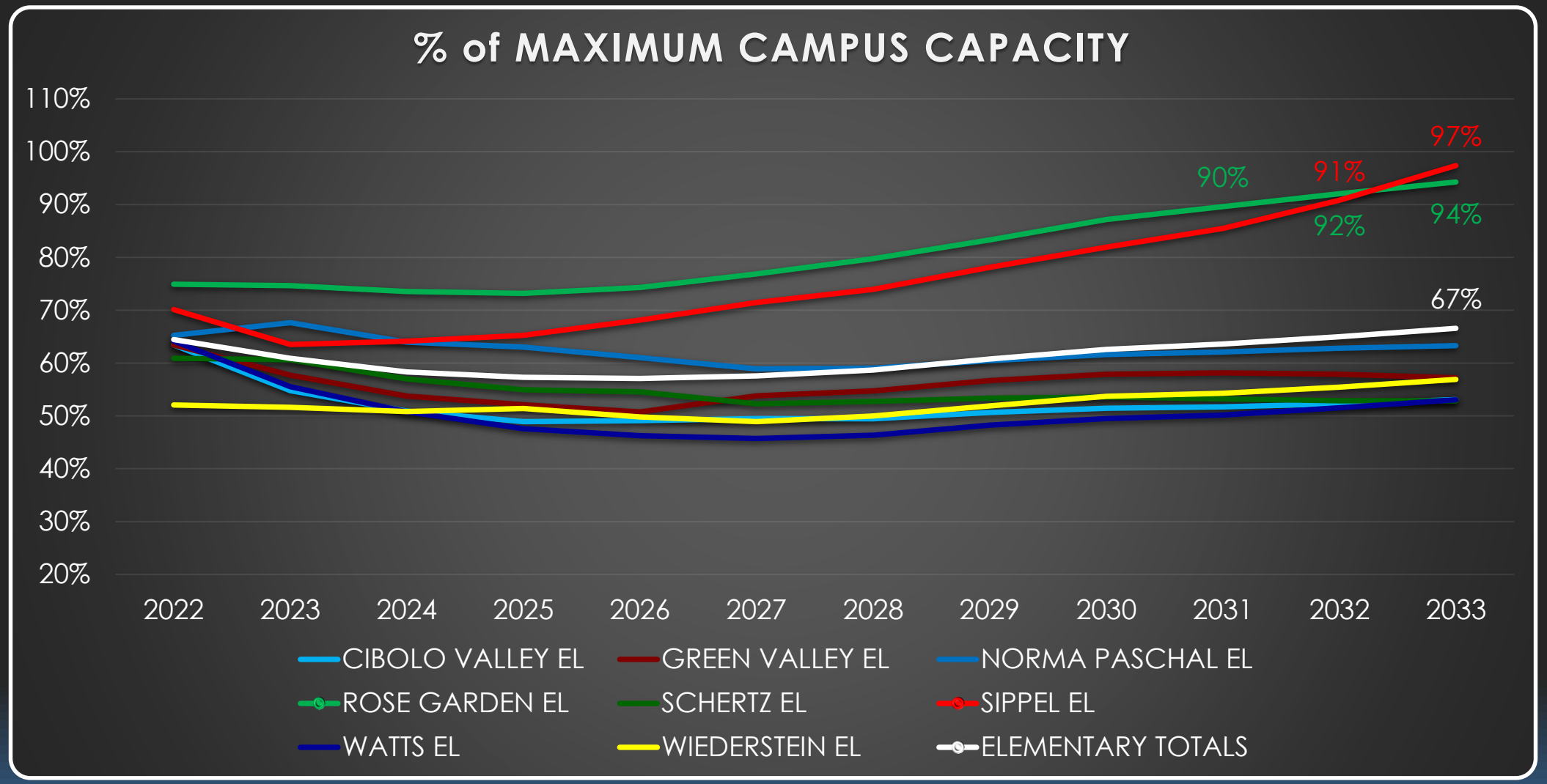
PLANNING USING OUR MAXIMUM CAPACITY

- We begin considering the use of **CAPACITY RELIEF TOOLS** when a campus reaches **90%** of its maximum capacity. The District has several tools at our disposal
- Tools to **REDUCE/MAINTAIN THE ENROLLMENT** of a campus include:
  - Capping enrollment of the campus to new students
  - Moving special programs to campuses with lower enrollments
- Tools to **BALANCE THE ENROLLMENT** at campuses include:
  - Rezoning the attendance boundaries
- Tools to **INCREASE THE CAPACITY** of the campus/district include:
  - Adding portable classroom buildings
  - Adding to or renovating the existing building
  - Building a new campus to the district

ELEMENTARY CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
CIBOLO VALLEY EL	891	1,200	761	657	611	587	589	594	594	608	617	620	627	637
% Max Capacity			63%	55%	51%	49%	49%	49%	49%	51%	51%	52%	52%	53%
GREEN VALLEY EL	673	924	586	533	497	482	469	497	506	524	535	537	535	529
% Max Capacity			63%	58%	54%	52%	51%	54%	55%	57%	58%	58%	58%	57%
NORMA PASCHAL EL	673	924	603	625	591	582	564	544	546	559	569	574	580	585
% Max Capacity			65%	68%	64%	63%	61%	59%	59%	60%	62%	62%	63%	63%
ROSE GARDEN EL	891	1,200	899	896	882	878	891	923	957	999	1,046	1,075	1,104	1,131
% Max Capacity			75%	75%	74%	73%	74%	77%	80%	83%	87%	90%	92%	94%
SCHERTZ EL	675	1,102	671	668	628	605	601	576	581	588	591	586	582	582
% Max Capacity			61%	61%	57%	55%	55%	52%	53%	53%	54%	53%	53%	53%
SIPPEL EL	675	1,058	742	672	679	690	721	756	782	827	867	904	961	1,030
% Max Capacity			70%	64%	64%	65%	68%	71%	74%	78%	82%	85%	91%	97%
WATTS EL	673	924	593	513	469	440	428	423	428	446	457	463	476	490
% Max Capacity			64%	56%	51%	48%	46%	46%	46%	48%	49%	50%	52%	53%
WIEDERSTEIN EL	675	1,058	551	546	538	544	527	517	529	549	568	574	587	602
% Max Capacity			52%	52%	51%	51%	50%	49%	50%	52%	54%	54%	55%	57%
ELEMENTARY TOTALS	5,826	8,390	5,406	5,110	4,895	4,808	4,790	4,830	4,922	5,099	5,250	5,335	5,453	5,587
% Max Capacity			64%	61%	58%	57%	57%	58%	59%	61%	63%	64%	65%	67%
Elementary Percent Change			-3.40%	-5.48%	-4.21%	-1.78%	-0.37%	0.83%	1.91%	3.59%	2.96%	1.63%	2.20%	2.46%
Elementary Absolute Change			-190	-296	-215	-87	-18	40	92	177	151	85	117	134

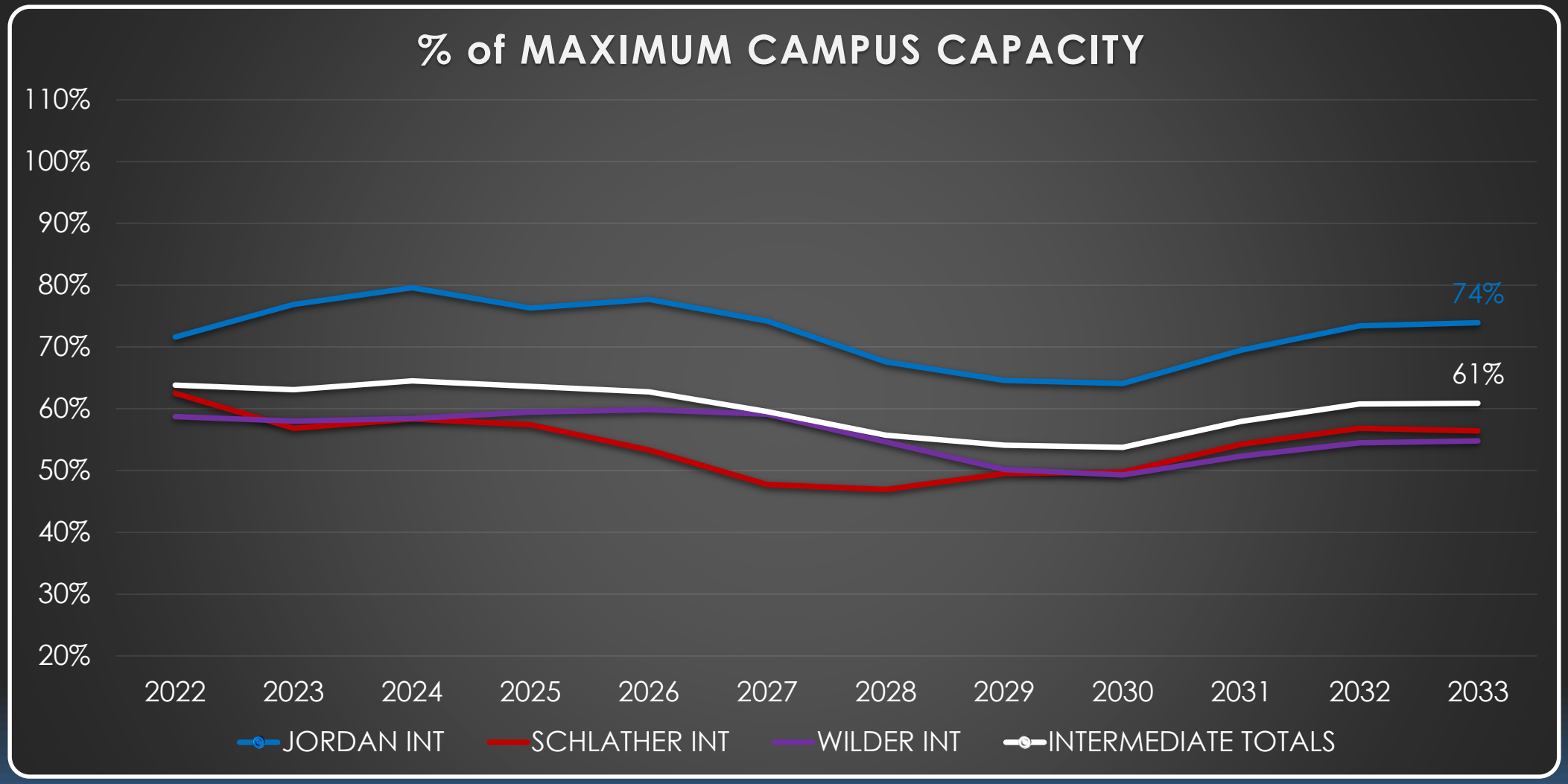
ELEMENTARY CAPACITIES



INTERMEDIATE CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
JORDAN INT	810	1,000	716	769	796	763	777	742	676	646	641	695	734	739
% Max Capacity			72%	77%	80%	76%	78%	74%	68%	65%	64%	70%	73%	74%
SCHLATHER INT	810	1,200	750	682	700	689	640	573	563	594	597	651	682	677
% Max Capacity			63%	57%	58%	57%	53%	48%	47%	50%	50%	54%	57%	56%
WILDER INT	810	1,250	734	725	730	743	748	739	683	627	616	654	681	685
% Max Capacity			59%	58%	58%	59%	60%	59%	55%	50%	49%	52%	54%	55%
INTERMEDIATE TOTALS		3,450	2,201	2,176	2,226	2,195	2,165	2,054	1,922	1,867	1,854	2,000	2,097	2,101
% Max Capacity			64%	63%	65%	64%	63%	60%	56%	54%	54%	58%	61%	61%
Intermediate Percent Change			-6.13%	-1.09%	2.30%	-1.39%	-1.37%	-5.13%	-6.43%	-2.86%	-0.70%	7.87%	4.85%	0.19%
Intermediate Absolute Change			-144	-24	50	-31	-30	-111	-132	-55	-13	146	97	4

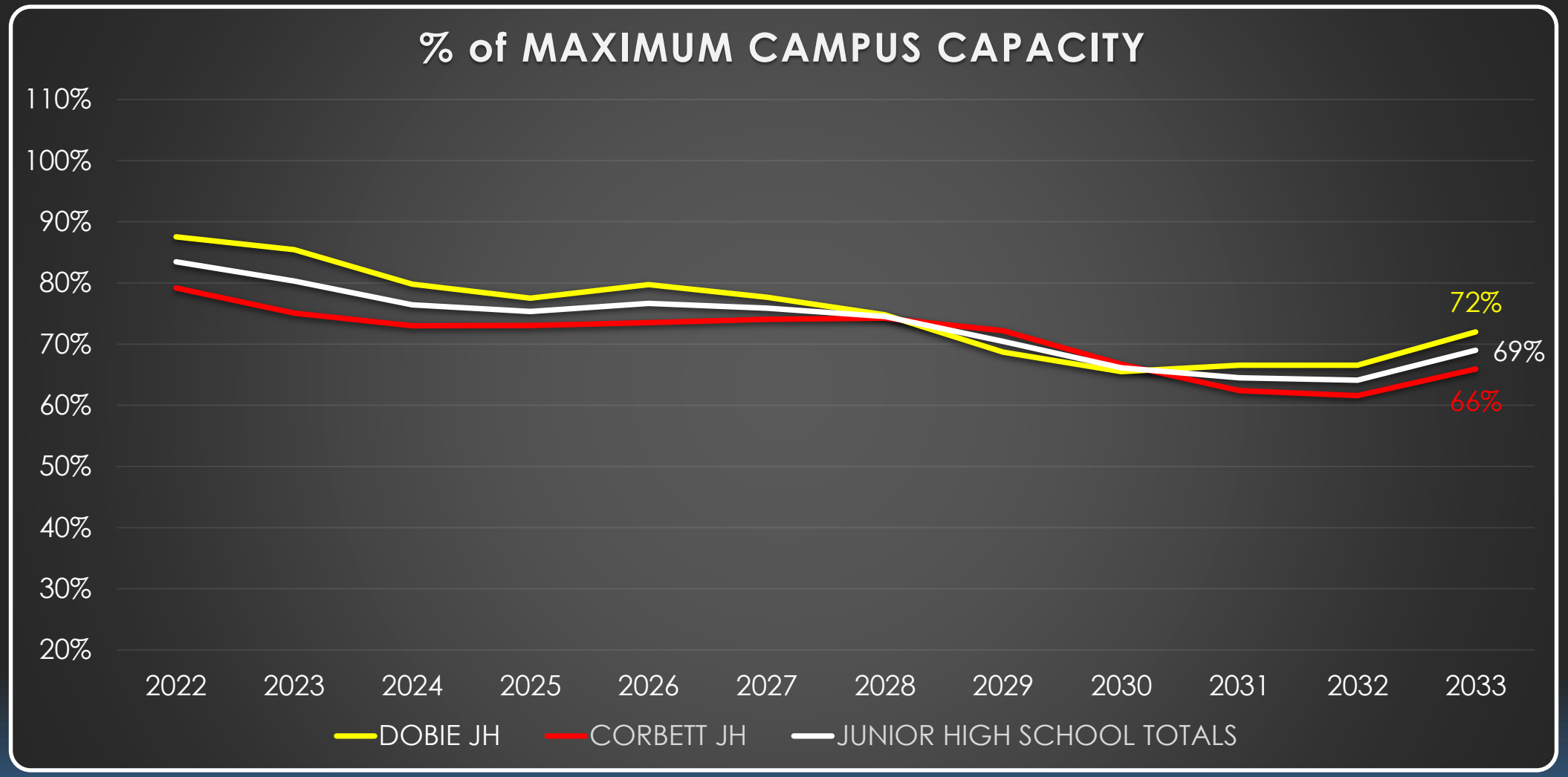
INTERMEDIATE CAPACITIES



JUNIOR HIGH CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
DOBIE JH	1,300	1,540	1,348	1,316	1,229	1,194	1,228	1,196	1,152	1,058	1,009	1,025	1,025	1,109
% Max Capacity			88%	85%	80%	78%	80%	78%	75%	69%	66%	67%	67%	72%
CORBETT JH	1,080	1,500	1,188	1,126	1,095	1,096	1,103	1,111	1,114	1,083	1,001	936	924	989
% Max Capacity			79%	75%	73%	73%	74%	74%	74%	72%	67%	62%	62%	66%
JUNIOR HIGH SCHOOL TOTALS		3,040	2,537	2,442	2,324	2,290	2,331	2,307	2,266	2,141	2,010	1,961	1,949	2,098
% Max Capacity			83%	80%	76%	75%	77%	76%	75%	70%	66%	65%	64%	69%
Junior High School Percent Change			-2.62%	-3.71%	-4.83%	-1.46%	1.79%	-1.03%	-1.78%	-5.52%	-6.12%	-2.44%	-0.61%	7.64%
Junior High School Absolute Change			-68	-94	-118	-34	41	-24	-41	-125	-131	-49	-12	149

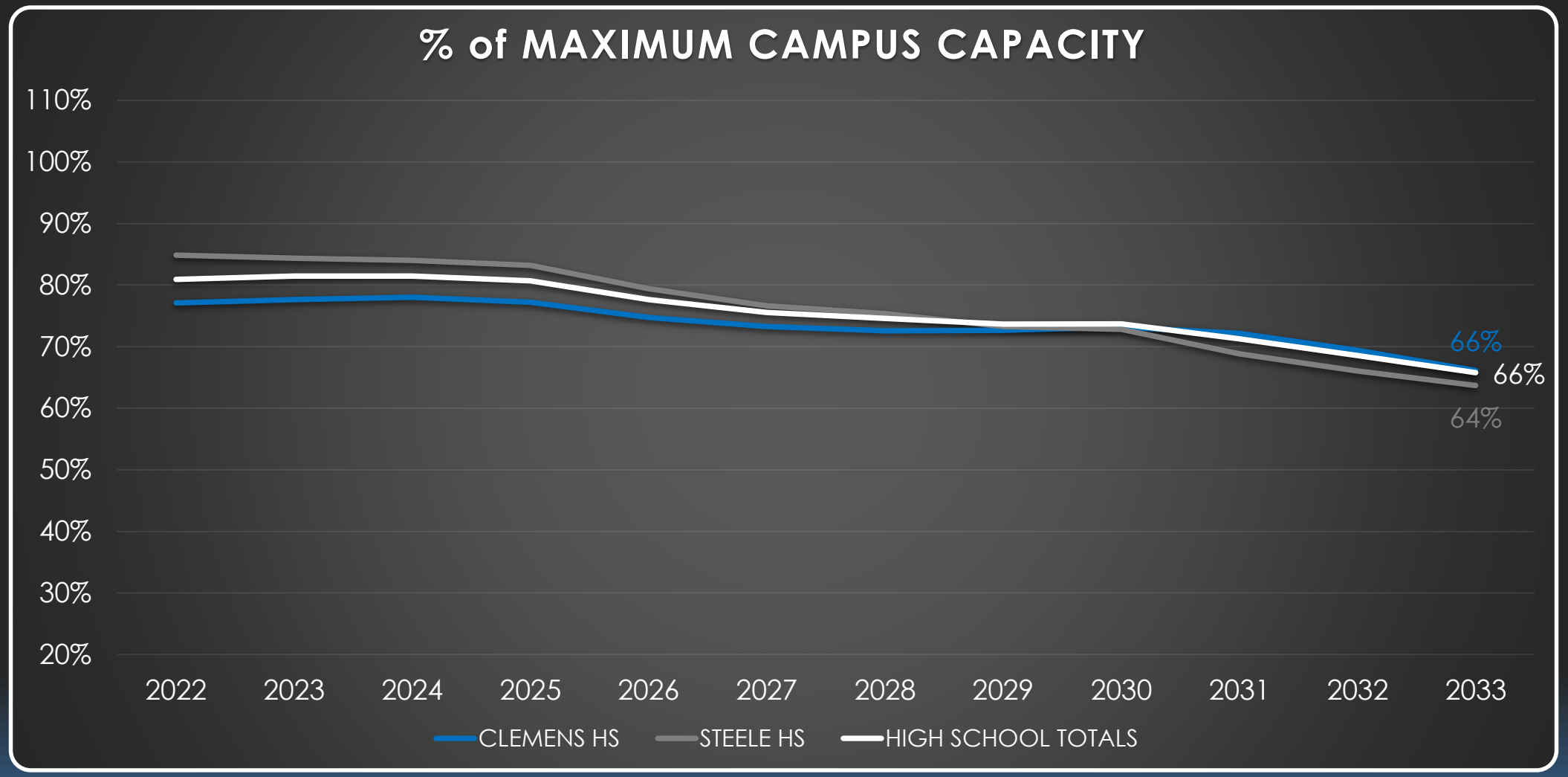
JUNIOR HIGH CAPACITIES



HIGH SCHOOL CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
CLEMENS HS	2,700	3,300	2,544	2,563	2,576	2,550	2,469	2,419	2,397	2,400	2,418	2,383	2,292	2,183
% Max Capacity			77%	78%	78%	77%	75%	73%	73%	73%	73%	72%	69%	66%
STEELE HS	2,160	3,200	2,716	2,700	2,688	2,663	2,541	2,452	2,411	2,345	2,330	2,202	2,113	2,038
% Max Capacity			85%	84%	84%	83%	79%	77%	75%	73%	73%	69%	66%	64%
HIGH SCHOOL TOTALS		6,650	5,381	5,418	5,419	5,368	5,165	5,026	4,963	4,900	4,903	4,740	4,560	4,376
% Max Capacity			81%	81%	81%	81%	78%	76%	75%	74%	74%	71%	69%	66%
High School Percent Change			0.69%	0.71%	0.02%	-0.94%	-3.78%	-2.69%	-1.25%	-1.27%	0.06%	-3.32%	-3.80%	-4.04%
High School Absolute Change			37	38	1	-52	-204	-137	-64	-63	3	-163	-180	-183

HIGH SCHOOL CAPACITIES



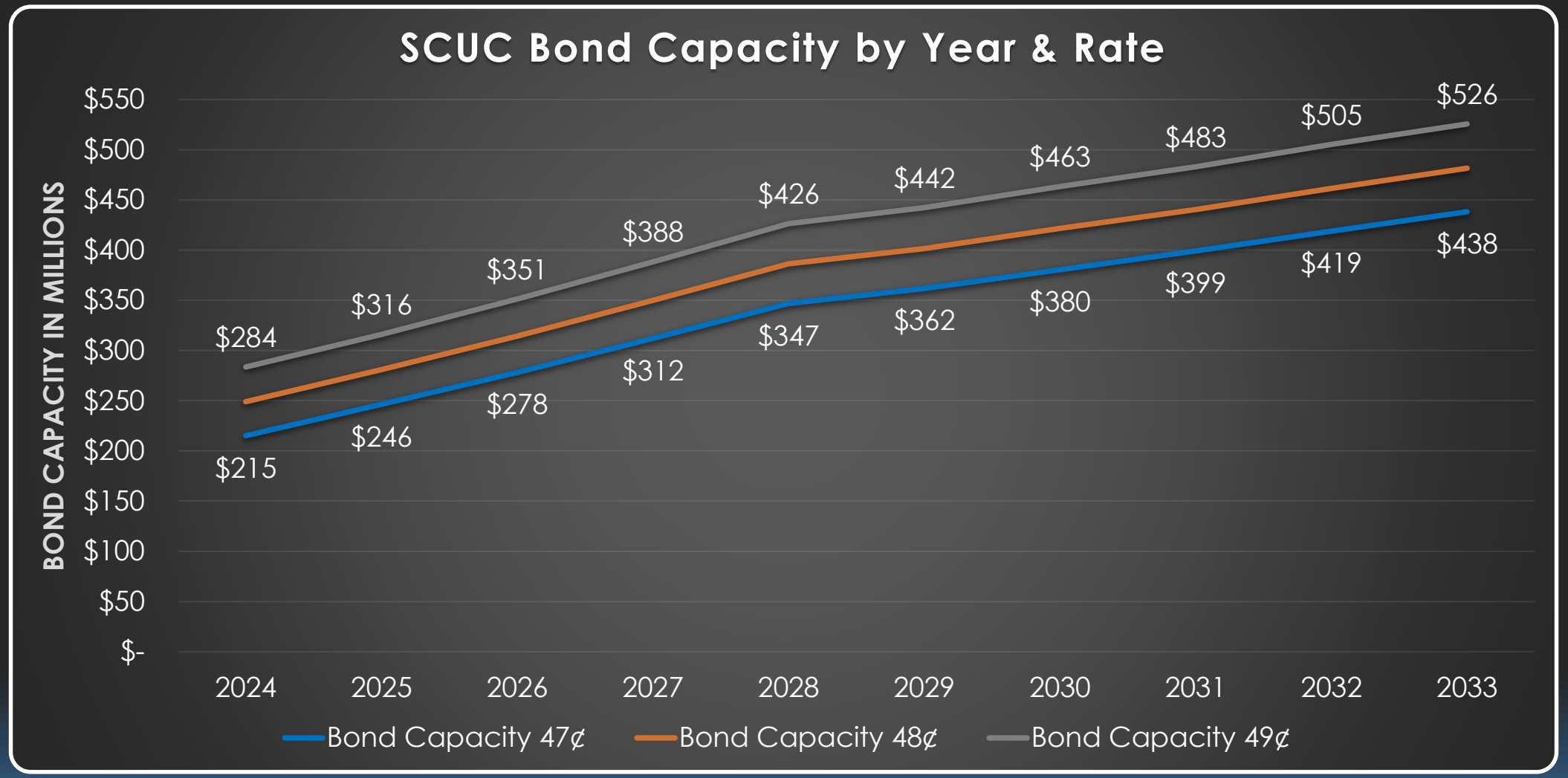
FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity
- Bonding Capacity

PROJECTING BONDING CAPACITY - SCUC

- Projecting Tax Revenue
  - Assumes NO refinancing for bond savings
    - Defeasing principal
  - Modest property value growth
    - 4.0% annual increase for 2024-2028
    - 2.0% annual increase for 2029-2033
- As debt is restructured and property values increase, we begin to have some bonding capacity
  - Capacity for additional debt is lower at first, more in later years
- Forecasting using three options for I&S Tax Rate
  - **$0.47** per $100 of valuation (Current), **$0.48** per $100 valuation, and **$0.49** per $100 valuation

PROJECTED AVAILABLE BOND DOLLARS



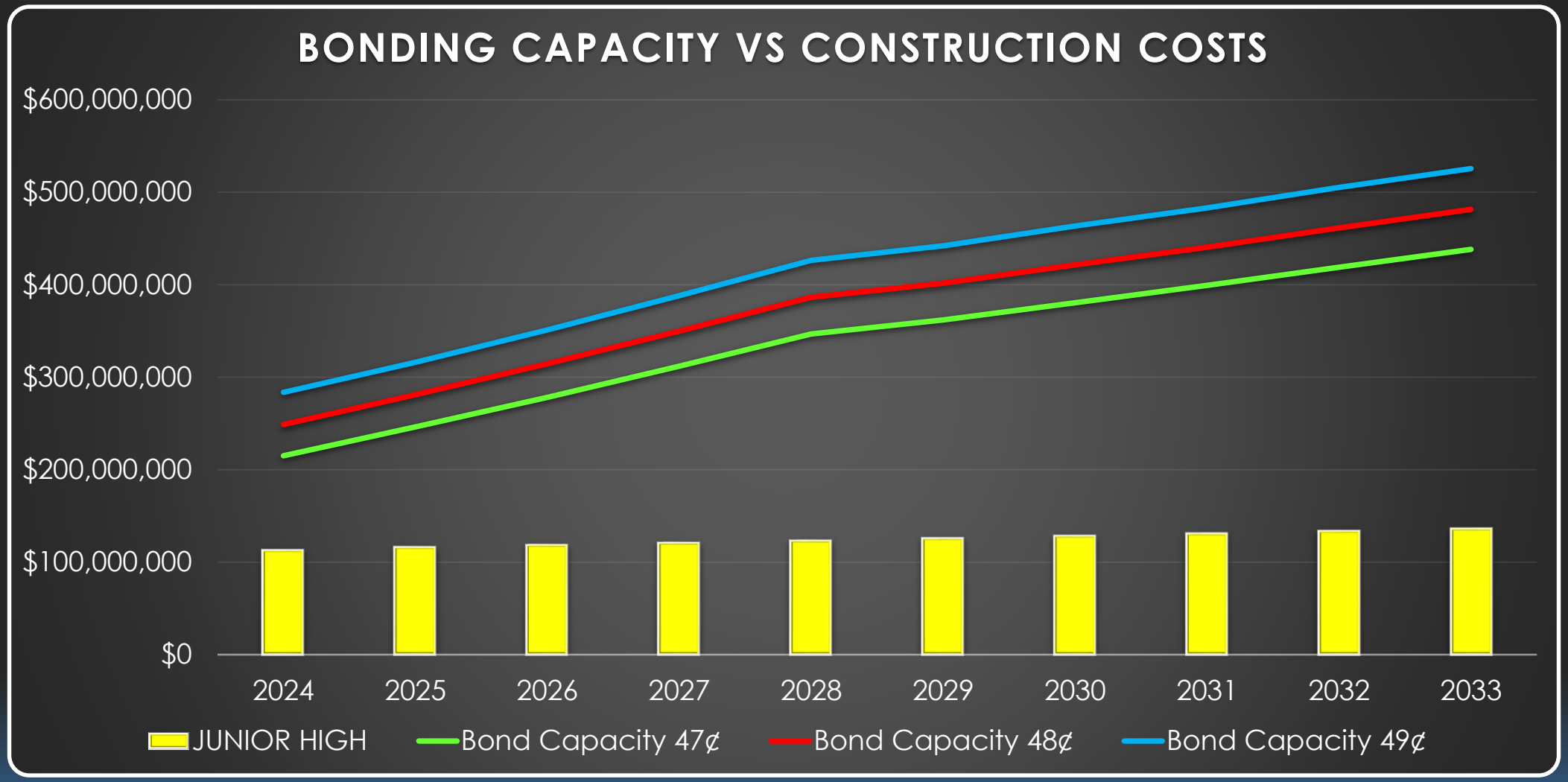
PROJECTING FACILITY COSTS - SCUC

- Projecting Future Costs of New Facilities
  - Fluctuating materials and labor costs make long-term projections difficult
  - The market has seen huge inflation over the last several years, but seems to have stabilized during 2023
    - 2020-2023 we experienced 7-15% inflation annually
  - Projecting past 2024
    - 3% annual inflation for 2024
    - 2% annual inflation for 2025 and beyond
- Construction Estimate Rules of Thumb – 2024 Dollars
  - High School - $235 Million
  - Junior High School - $113 Million
  - Intermediate/Elementary - $72 Million

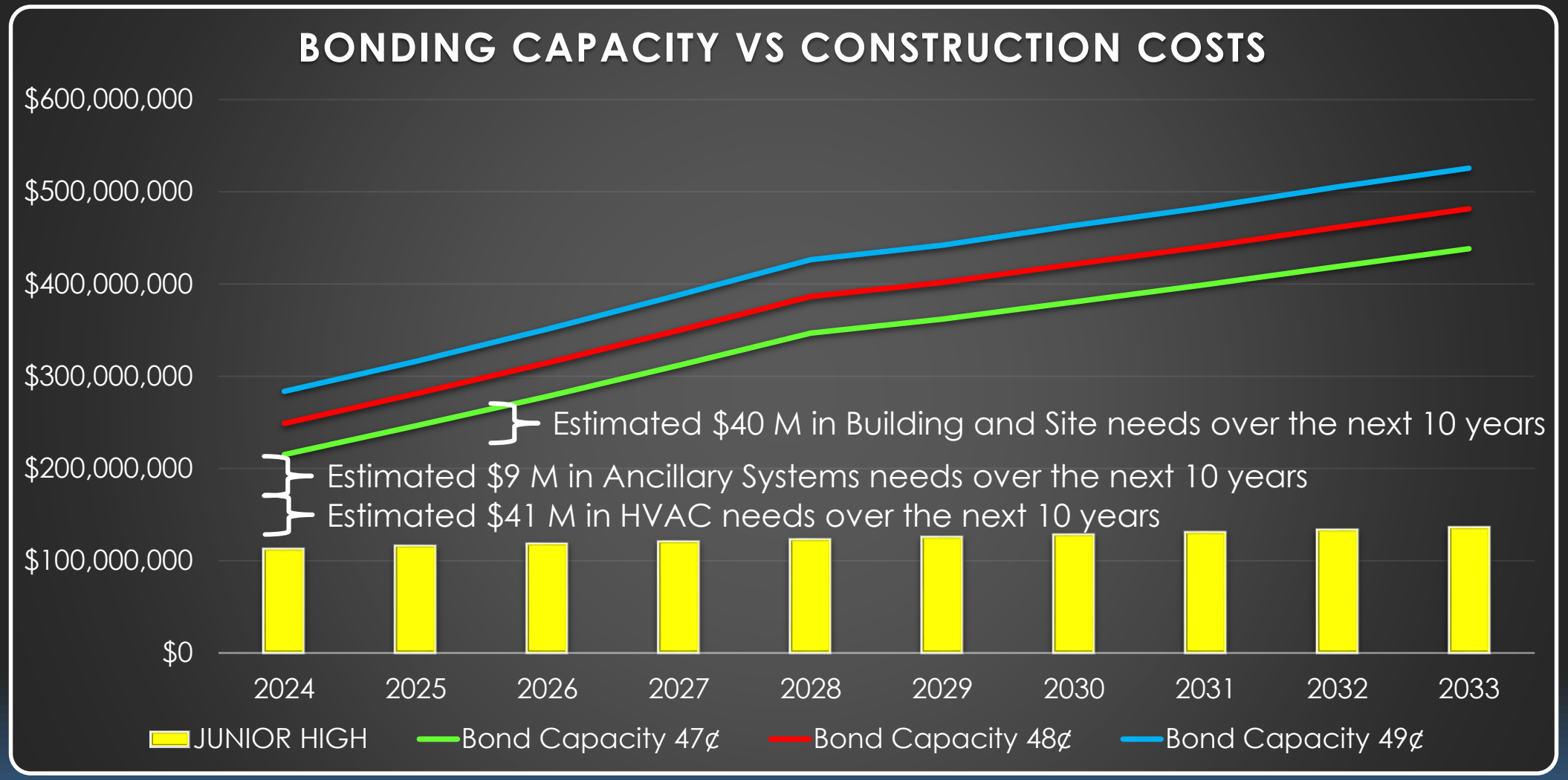
PROJECTING FACILITY COSTS - SCUC

YEAR	High School	Junior High	Elementary/ Intermediate
2024	$ 235,000,000	$ 113,000,000	$ 72,000,000
2025-P	$ 242,050,000	$ 116,390,000	$ 74,160,000
2026-P	$ 246,891,000	$ 118,717,800	$ 75,643,200
2027-P	$ 251,828,820	$ 121,092,156	$ 77,156,064
2028-P	$ 256,865,396	$ 123,513,999	$ 78,699,185
2029-P	$ 262,002,704	$ 125,984,279	$ 80,273,169
2030-P	$ 267,242,758	$ 128,503,965	$ 81,878,632
2031-P	$ 272,587,614	$ 131,074,044	$ 83,516,205
2032-P	$ 278,039,366	$ 133,695,525	$ 85,186,529
2033-P	$ 283,600,153	$ 136,369,435	$ 86,890,260
2034-P	$ 289,272,156	$ 139,096,824	$ 88,628,065

PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



TAKE AWAYS….

- Student Enrollment/Projections
  - Prior to COVID-19 SCUC ISD's enrollment growth had slowed to 1% per year
  - COVID and the opening of charter schools has impacted district enrollment, especially at the younger grades
  - This multi-year impact is reducing our enrollment even with new housing
  - An average 1% annual decline in enrollment is forecasted for the next six years
- Capacity Relief Tools
  - We have multiple tools to help relieve our campuses once they surpass 90% of their max capacity and move closer to 100%
- With our projected enrollment declining, our attention must be focused on maintaining the infrastructure of our existing buildings and identifying future programmatic needs for our students
- We also need to consider if 2 Junior Highs continue to meet the needs of our District

QUESTIONS/COMMENTS



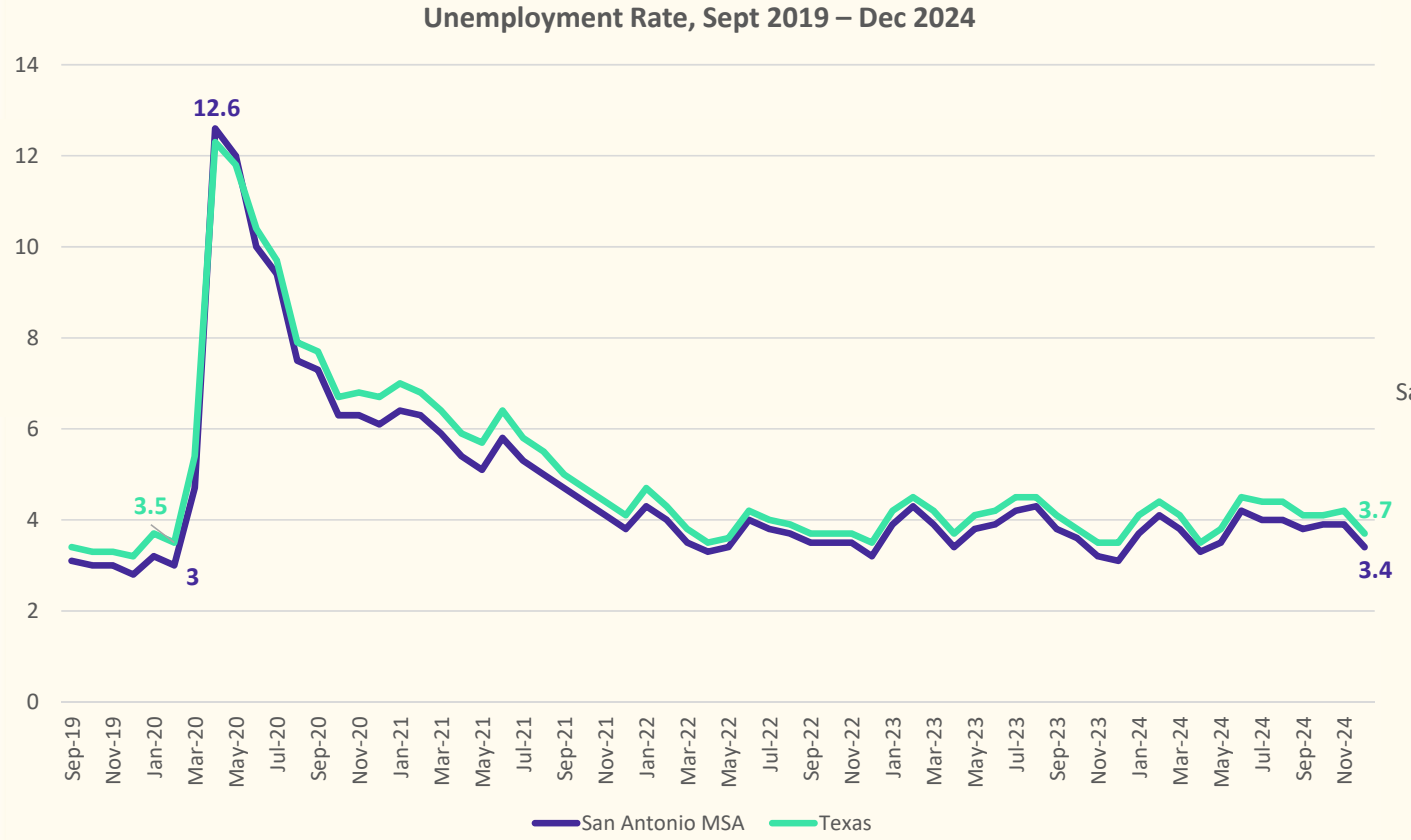
Zonda Education

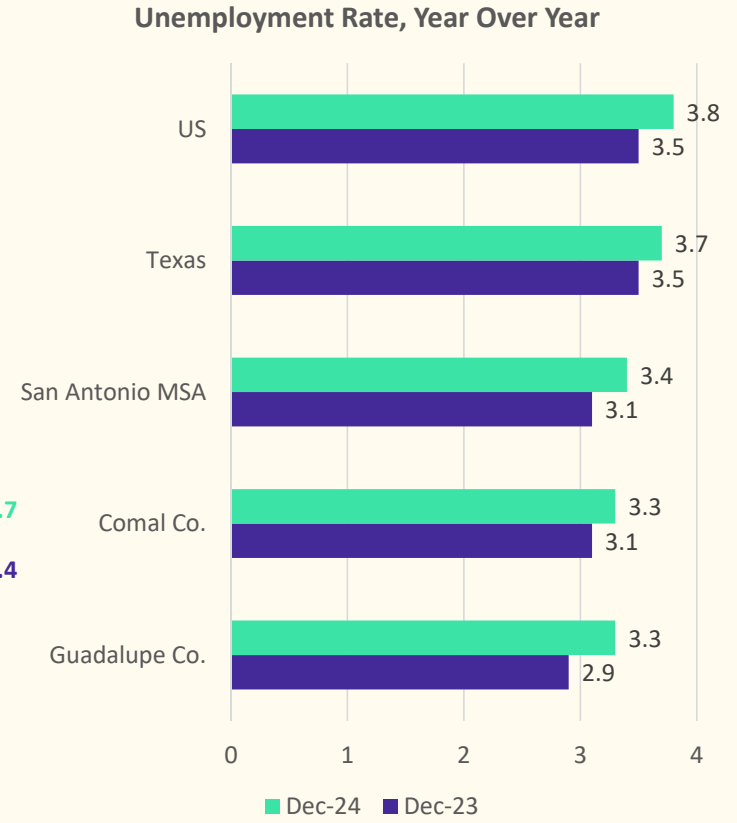


4Q24

Demographic Report

Local Economic Conditions



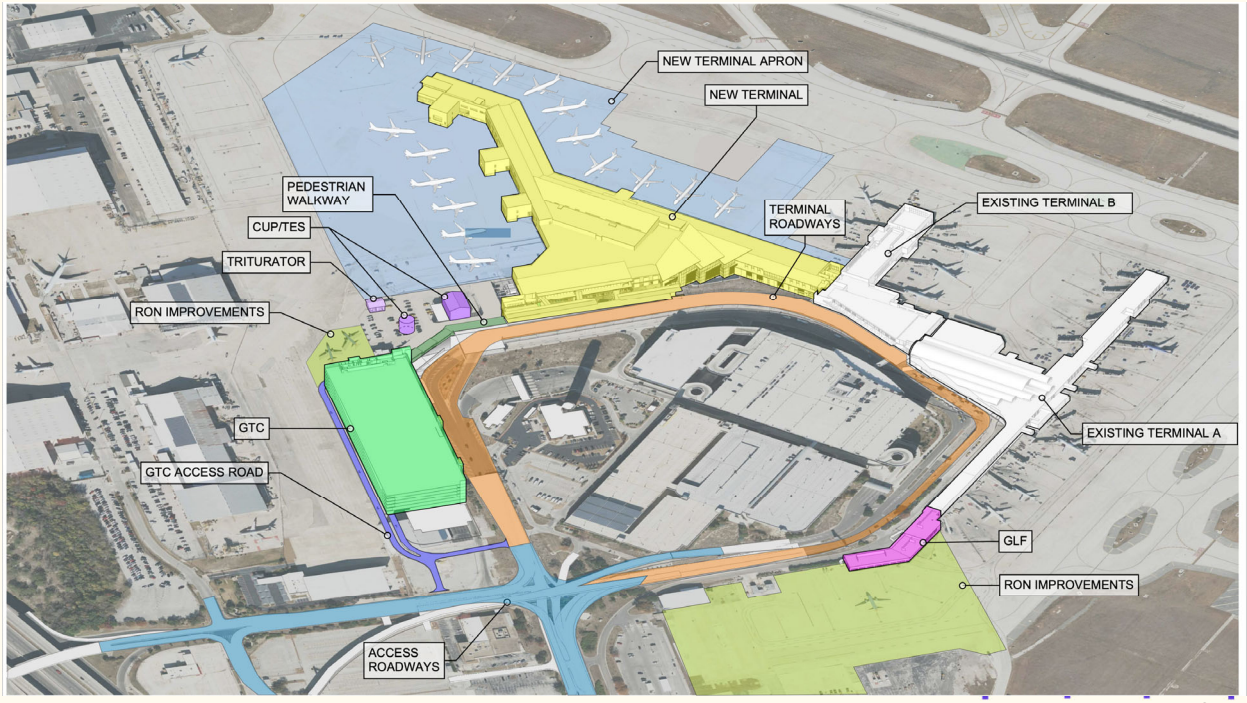


Zonda Education

Local Economic Conditions

San Antonio International Airport

- Broke ground on third terminal at end of 2024
- Estimated total cost = $2.5 billion
- Third terminal will anchor the expansion & improvement project housing as many as 17 new gates spanning approx. 850,000 sq. ft.
- Will include concessions and lounge areas while housing new Federal Inspection Station to accommodate expanded international air service
- Expected to generate $3.2 billion in revenue for the city over 15 years
- New ground loading facility also added at Terminal A including new passenger gates and overnight aircraft parking
- The third terminal is scheduled for completion in 2028



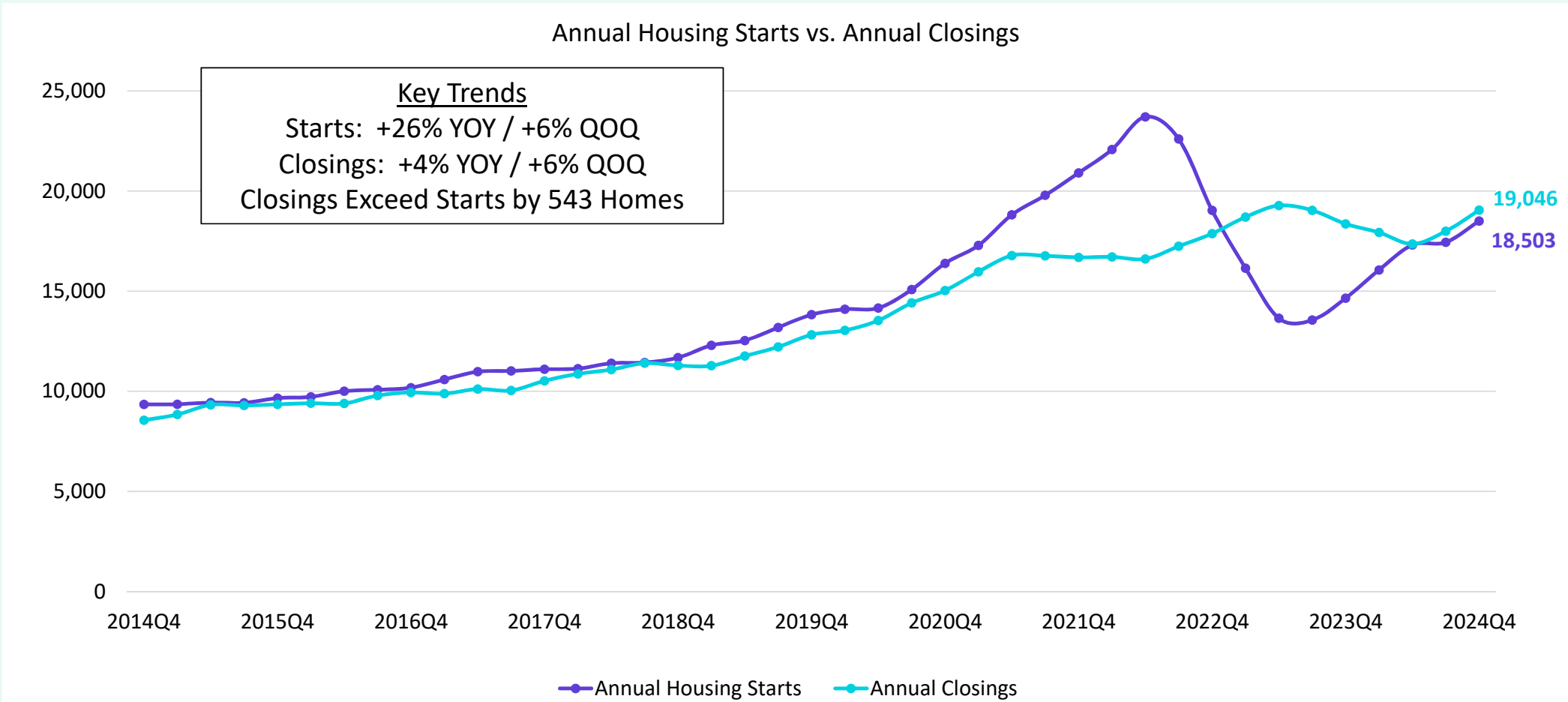
Housing Activity by MSA

Top 25 Housing Starts Markets (4Q2024)

Rank	Market	4Q24 Annualized Starts	4Q24 YOY Change	4Q19 Annualized Starts	Change from 2019
1	Dallas	47,421	13%	34,816	36%
2	Houston	39,036	10%	30,646	27%
3	Phoenix	22,800	32%	21,598	6%
4	San Antonio	18,232	25%	13,816	32%
5	Atlanta	18,206	2%	23,113	-21%
6	Austin	16,293	2%	18,952	-14%
7	Orlando	13,524	-15%	14,624	-8%
8	Tampa	12,131	1%	12,296	-1%
9	Charlotte	11,991	2%	12,136	-1%
10	Raleigh	11,848	15%	10,033	18%
11	Las Vegas	11,499	18%	9,852	17%
12	Riverside/San Bernardino	11,025	-4%	9,780	13%
13	Washington, DC	10,963	8%	12,608	-13%
14	Jacksonville	10,341	5%	8,833	17%
15	Sarasota	10,010	12%	6,071	65%
16	Nashville	9,348	2%	8,955	4%
17	Miami	9,087	4%	8,058	13%
18	Portland	8,789	85%	5,273	67%
19	Seattle	8,270	32%	8,579	-4%
20	Denver	8,199	8%	9,925	-17%
21	Lakeland	7,846	7%	5,084	54%
22	Boise	7,456	42%	6,468	15%
23	Minneapolis	7,436	12%	7,852	-5%
24	Indianapolis	7,196	15%	6,019	20%
25	Chicago	7,020	9%	6,110	15%

Source: Zonda

San Antonio New Home Starts & Closings



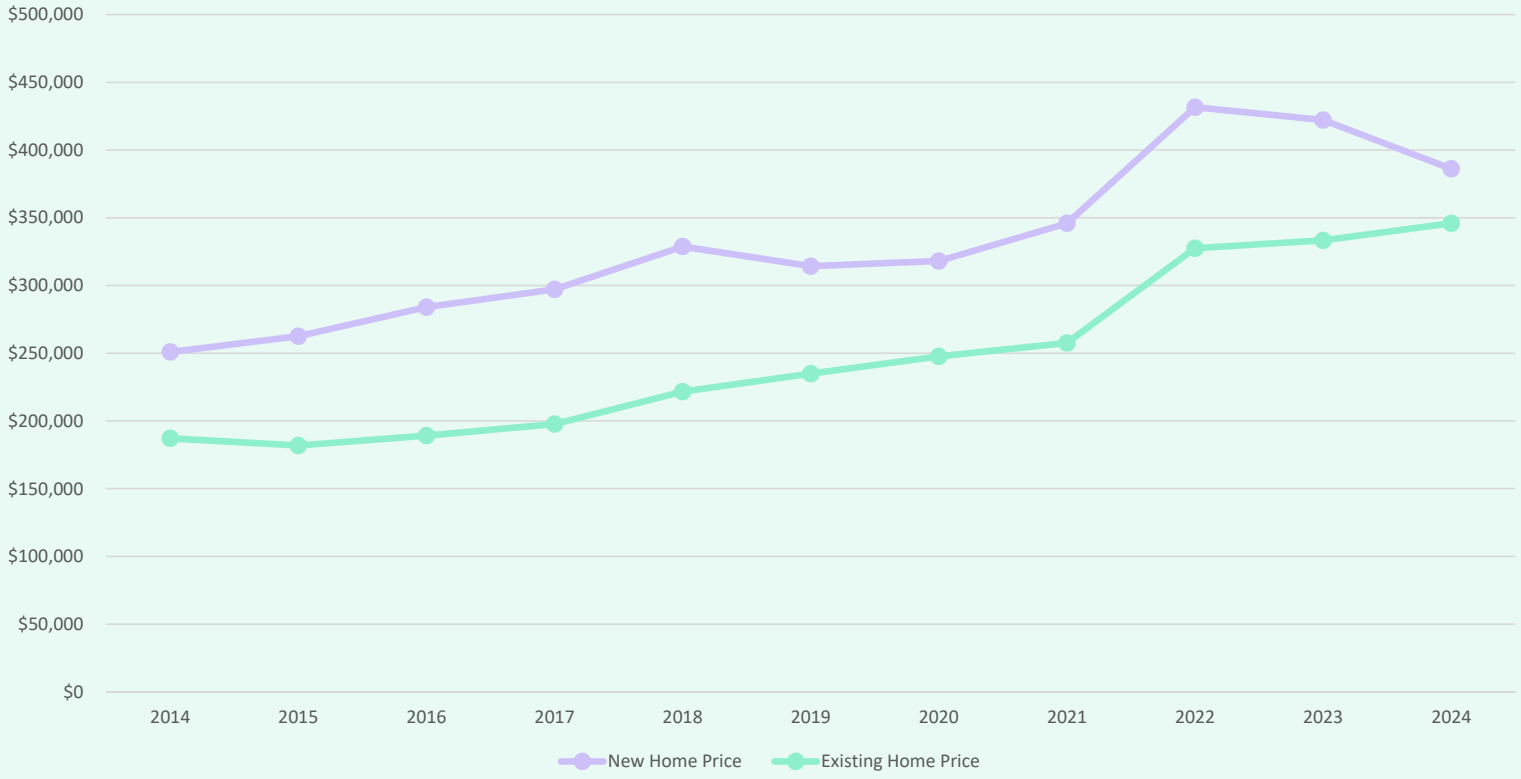
Source: Zonda

Zonda Education

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SCUC ISD Housing Market Analysis

Average New vs. Existing Home Sale Price, 2013 - 2024



	Avg New Home	Avg Existing Home
2014	$250,897	$187,097
2015	$262,532	$181,881
2016	$284,037	$189,189
2017	$297,182	$197,710
2018	$328,762	$221,637
2019	$314,299	$234,868
2020	$318,065	$247,691
2021	$345,858	$257,537
2022	$431,606	$327,526
2023	$422,149	$333,286
2024	$386,156	$345,921

- The average new home sale price in SCUC ISD has risen 54% between 2014 and 2024, an increase of more than $135,200
- The average existing home sale price in SCUC ISD has risen 85% in the last 10 years, an increase of more than $158,800

Zonda Education

San Antonio New Home Ranking Report

ISD Ranked by Annual Closings – 4Q24

Rank	District Name	Annual Starts	Annual Closings	Inventory	VDL	Future
1	NORTHSIDE ISD (BEXAR)	3,739	3,920	1,909	6,114	21,246
2	COMAL ISD	2,691	3,028	1,670	4,843	21,591
3	MEDINA VALLEY ISD	2,377	2,410	1,232	5,228	27,810
4	EAST CENTRAL ISD	2,513	2,230	1,243	4,351	24,478
5	SOUTHWEST ISD	1,301	1,328	628	2,269	7,296
6	JUDSON ISD	615	899	207	547	871
7	**SCUC ISD**	**787**	**894**	**391**	**2,113**	**5,896**
8	NAVARRO ISD	841	832	453	1,290	6,635
9	BOERNE ISD	777	761	497	1,545	9,427
10	SOUTHSIDE ISD	700	730	322	927	16,702
11	NEW BRAUNFELS ISD	656	589	407	854	6,164
12	NORTH EAST ISD	397	361	234	906	5,196
13	SEGUIN ISD	325	342	204	668	5,384
14	SOUTH SAN ANTONIO ISD	300	238	164	86	790
15	MARION ISD	230	174	139	327	4,559
16	FLORESVILLE ISD	116	137	49	227	0
17	SAN ANTONIO ISD	59	87	126	305	772
18	LYTLE ISD	91	76	44	319	1,046
19	PLEASANTON ISD	54	61	25	72	0
20	ALAMO HEIGHTS ISD	3	41	8	15	19

** Based on additional Zonda Education housing research*

District New Home Starts and Closings



Starts	2018	2019	2020	2021	2022	2023	2024
1Q	175	201	237	294	349	103	189
2Q	180	176	197	300	393	187	260
3Q	177	207	261	265	174	241	163
4Q	185	198	232	319	63	157	161
Total	**717**	**782**	**927**	**1,178**	**979**	**688**	**773**

Closings	2018	2019	2020	2021	2022	2023	2024
1Q	133	138	165	190	181	280	235
2Q	185	211	249	258	227	247	249
3Q	185	240	286	268	218	199	200
4Q	161	179	213	196	334	155	214
Total	**664**	**768**	**913**	**912**	**960**	**881**	**898**

District Housing Overview by Elementary Zone

Elementary	Annual Starts	Quarter Starts	Annual Closings	Quarter Closings	Under Const.	Inventory	Vacant Dev. Lots	Future
CIBOLO VALLEY	76	11	123	30	13	33	118	36
GREEN VALLEY	0	0	0	0	0	0	0	0
PASCHAL	1	0	3	2	1	1	41	242
ROSE GARDEN	234	64	230	53	85	137	827	2,499
SCHERTZ	0	0	21	0	0	1	0	60
SIPPEL	298	70	277	68	76	154	729	1,817
WATTS	47	7	80	20	8	16	15	580
WIEDERSTEIN	131	9	160	41	13	49	383	662
Grand Total	**787**	**161**	**894**	**214**	**196**	**391**	**2,113**	**5,896**

Highest activity in the category

Second highest activity in the category

Third highest activity in the category

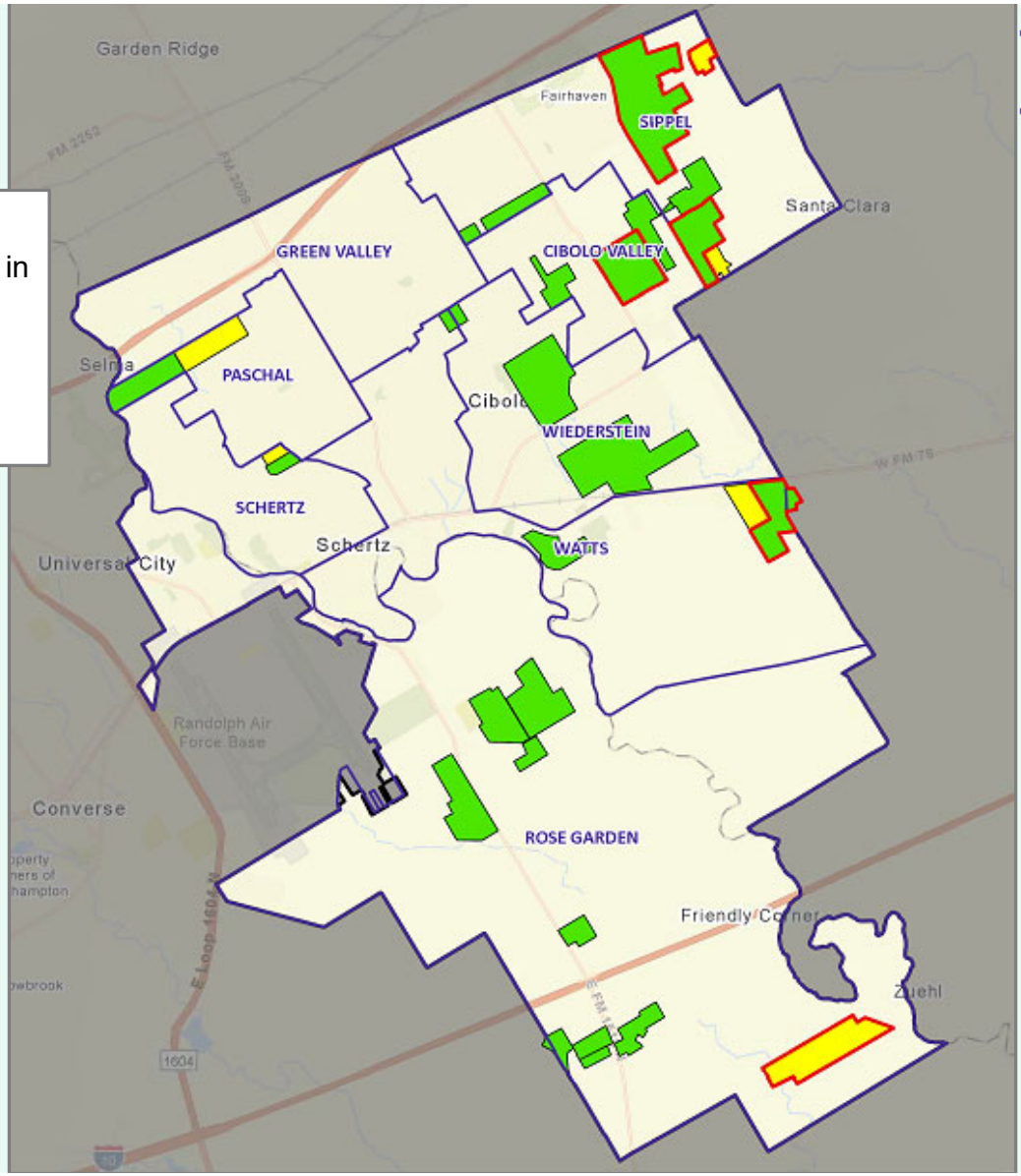
Zonda Education

District Housing Overview

- The district has 23 actively building subdivisions
- Within SCUC ISD there are 6 future subdivisions in various stages of planning
- Of these, groundwork is underway on more than 500 lots within 6 subdivisions
- 462 lots were delivered in the 4th quarter

Subdivisions

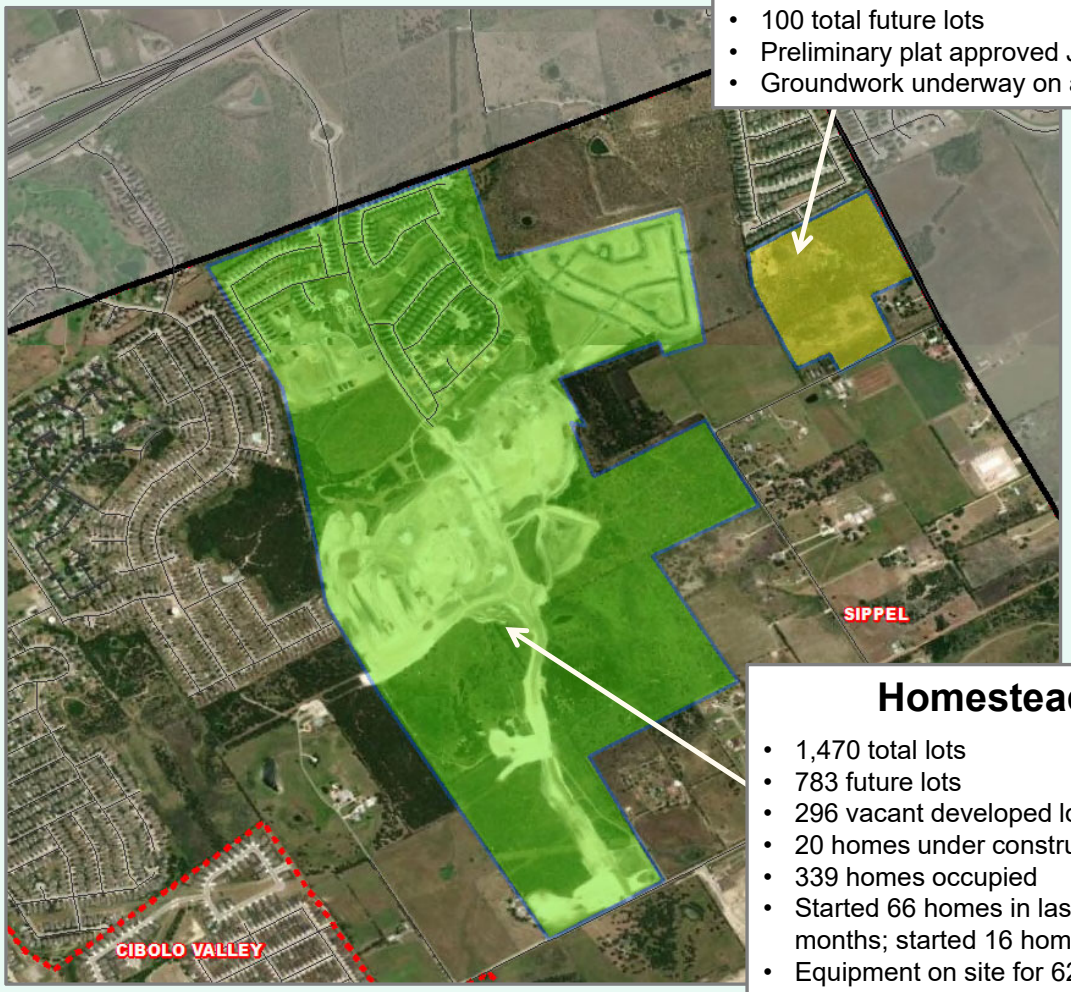
- ACTIVE
- FUTURE
- Groundwork Underway



Residential Activity

Mont Blanc

- 100 total future lots
- Preliminary plat approved Jan 2023
- Groundwork underway on all lots



Homestead

- 1,470 total lots
- 783 future lots
- 296 vacant developed lots
- 20 homes under construction
- 339 homes occupied
- Started 66 homes in last 12 months; started 16 homes in 4Q24
- Equipment on site for 62 lots in Phase 11
- $400K - $700K

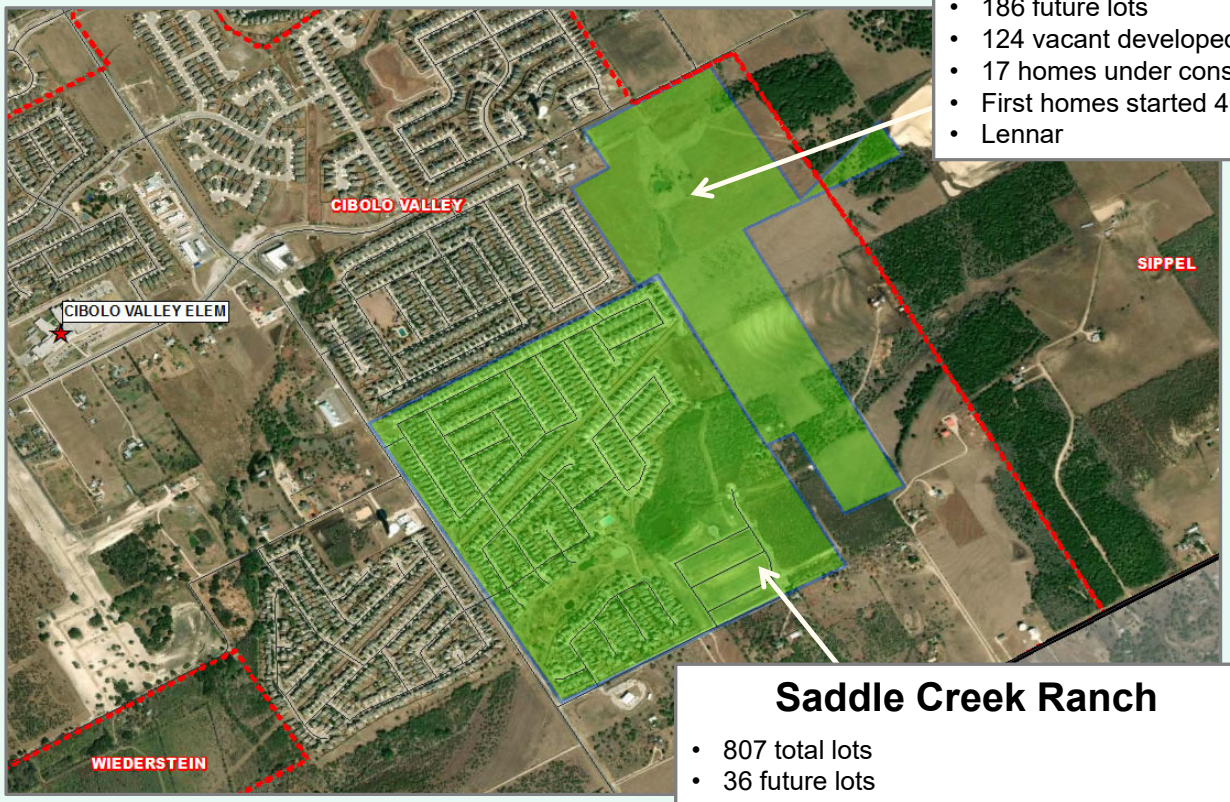
January 24, 2025



Residential Activity

Grace Valley – Cibolo Farms

- 331 total lots
- 186 future lots
- 124 vacant developed lots
- 17 homes under construction
- First homes started 4Q24
- Lennar



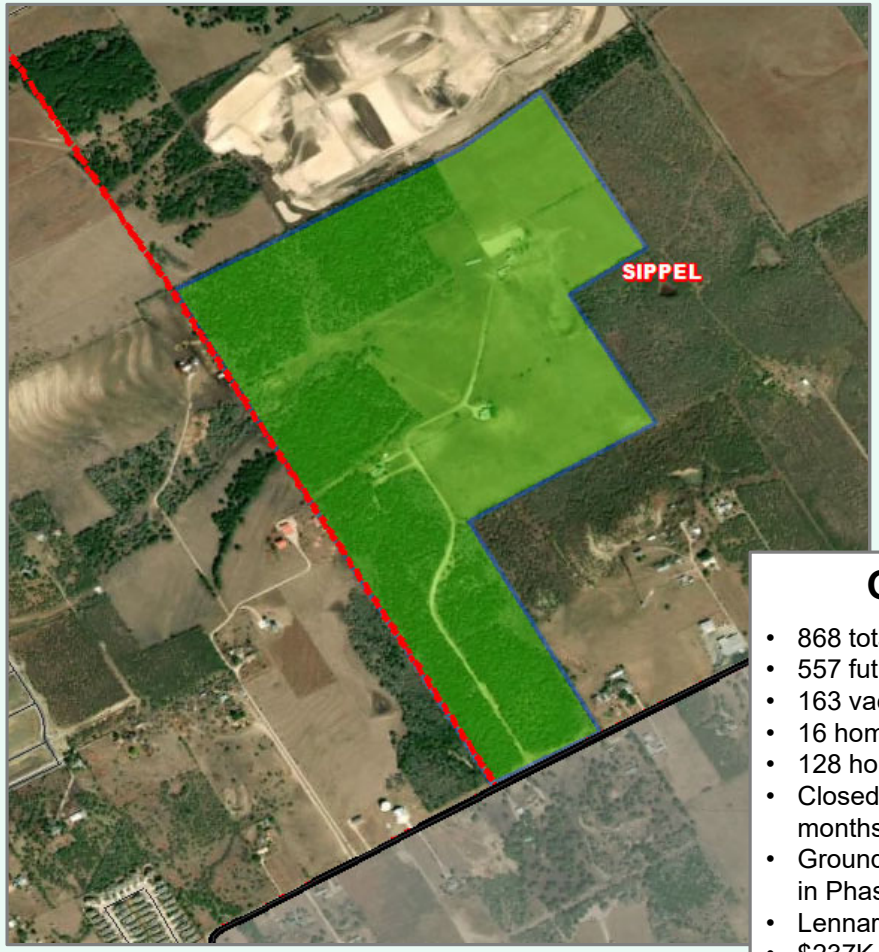
Saddle Creek Ranch

- 807 total lots
- 36 future lots
- 61 vacant developed lots
- 7 homes under construction
- 690 homes occupied
- Closed 61 homes in last 12 months; closed 16 homes in 2Q24
- Groundwork underway on remaining lots
- $290K+

January 24, 2025



Residential Activity



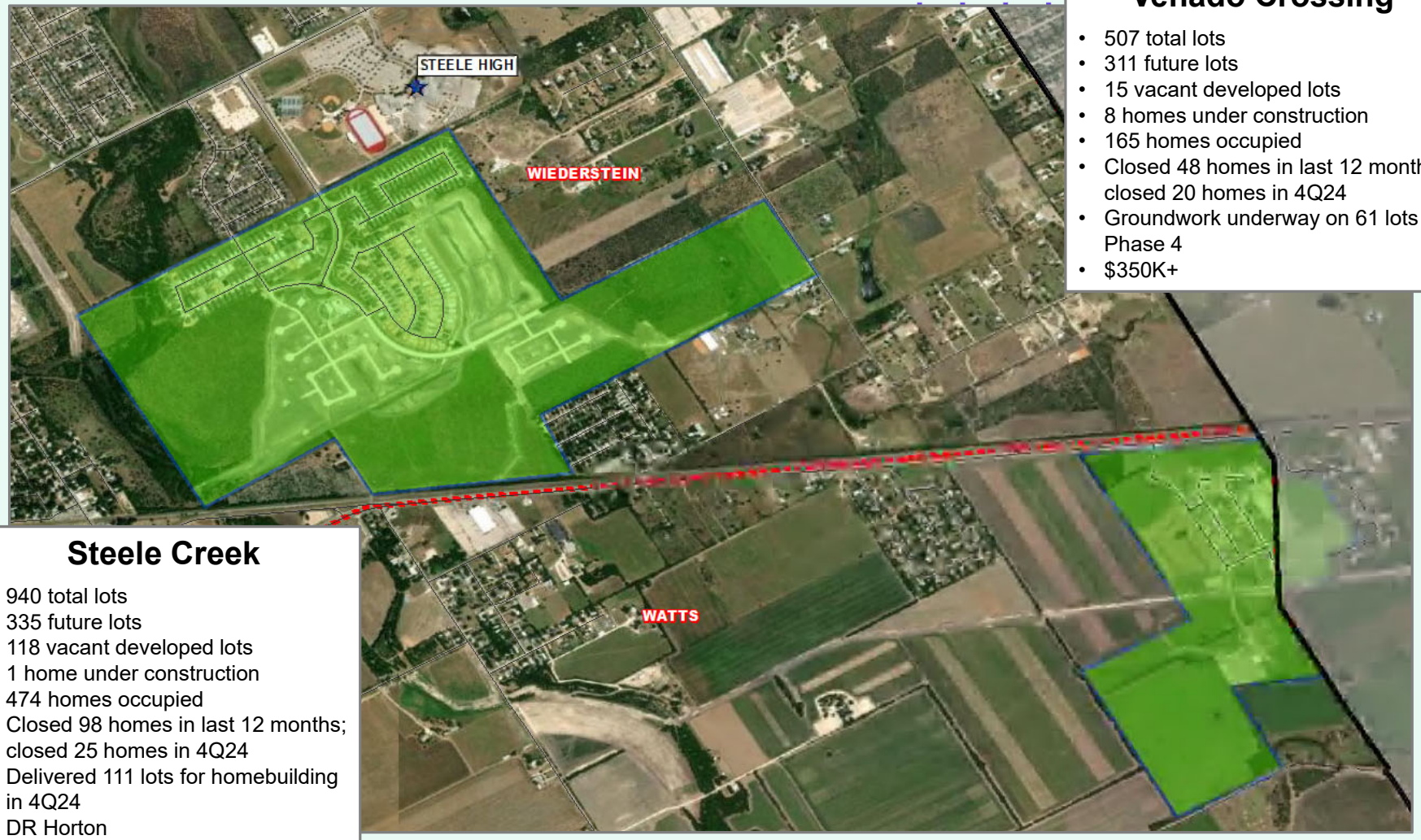
January 24, 2025



Grace Valley

- 868 total lots
- 557 future lots
- 163 vacant developed lots
- 16 homes under construction
- 128 homes occupied
- Closed 123 homes in last 12 months; closed 32 homes in 4Q24
- Groundwork underway on 111 lots in Phase 3A
- Lennar
- $237K+

Residential Activity



Venado Crossing

- 507 total lots
- 311 future lots
- 15 vacant developed lots
- 8 homes under construction
- 165 homes occupied
- Closed 48 homes in last 12 months; closed 20 homes in 4Q24
- Groundwork underway on 61 lots in Phase 4
- $350K+

Steele Creek

- 940 total lots
- 335 future lots
- 118 vacant developed lots
- 1 home under construction
- 474 homes occupied
- Closed 98 homes in last 12 months; closed 25 homes in 4Q24
- Delivered 111 lots for homebuilding in 4Q24
- DR Horton
- $365K+

Residential Activity



January 24, 2025



Saddlebrook Ranch

- 635 total lots
- 335 future lots
- 287 vacant developed lots
- 12 homes under construction
- Started first homes 3Q24
- Delivered 132 lots for homebuilding in Phase 4 & 5 in 4Q24
- Ashton Woods
- $362K+

Residential Activity

Crossvine

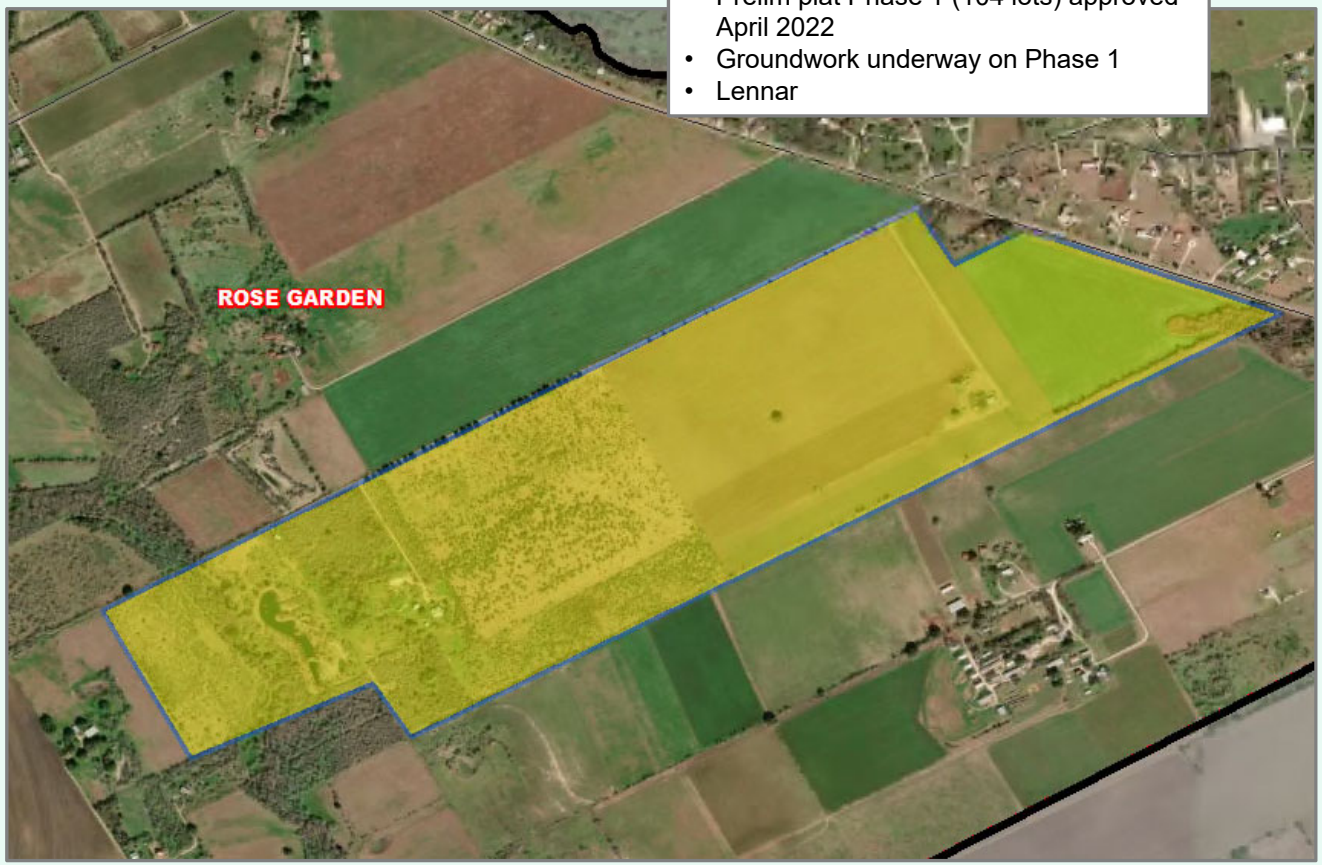
- 1,017 total lots
- 168 future lots
- 291 vacant developed lots
- 19 homes under construction
- 516 homes occupied
- Started 56 homes in last 12 months; started 15 homes in 4Q24
- $400K+



Residential Activity

Clearwater Creek

- 1,156 total future lots
- Prelim plat Phase 1 (104 lots) approved April 2022
- Groundwork underway on Phase 1
- Lennar



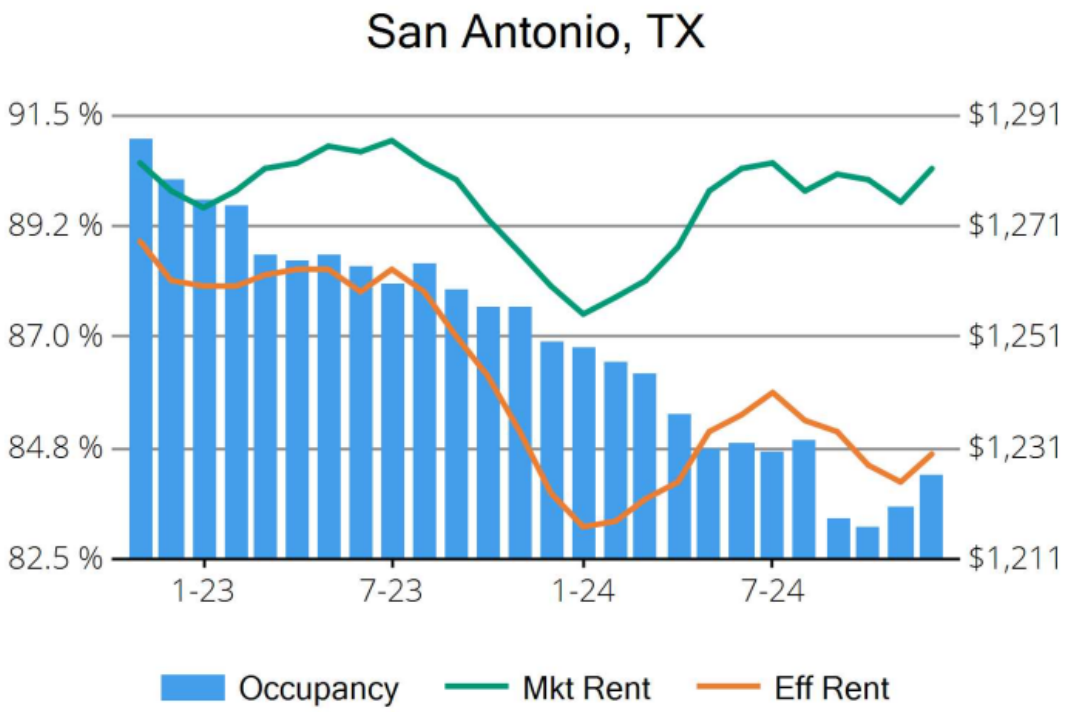
January 24, 2025



Housing Market Trends: Multi-family market- December 2024

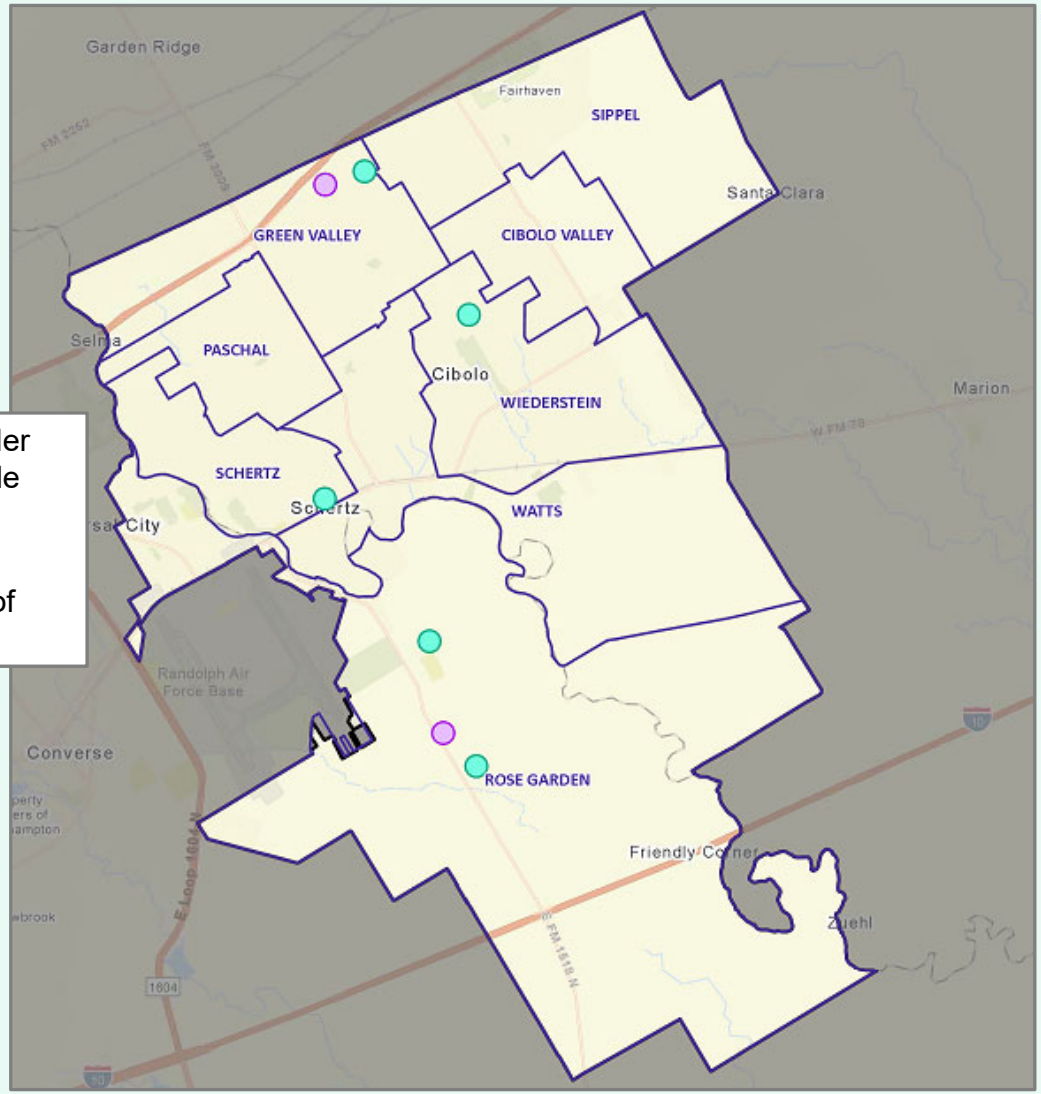
Stabilized and Lease-up Properties

Conventional Properties	Dec 2024	Annual Change
Occupancy	84.2	-3.2%
Unit Change	12,642	
Units Absorbed (Annual)	4,991	
Average Size (SF)	865	+0.8%
Asking Rent	$1,281	+1.8%
Asking Rent per SF	$1.48	+0.9%
Effective Rent	$1,230	+0.5%
Effective Rent per SF	$1.42	-0.3%
% Offering Concessions	47%	+17.6%
Avg. Concession Package	7.6%	+20.2%



District Multifamily Overview

- There are 618 multifamily units under construction, 318 of which are single family rental homes
- There are nearly 1,300 future multifamily units in various stages of planning across the district



Multi-Family Activity

Aviator 1518

- 300 apartment units under construction
- Groundwork started early 2024
- Estimated lease date late spring 2025



January 24, 2025



Multi-Family Activity

Schertz Station

- 318 single-family rental homes under construction
- Groundwork started July 2024
- Estimated lease date August 2025

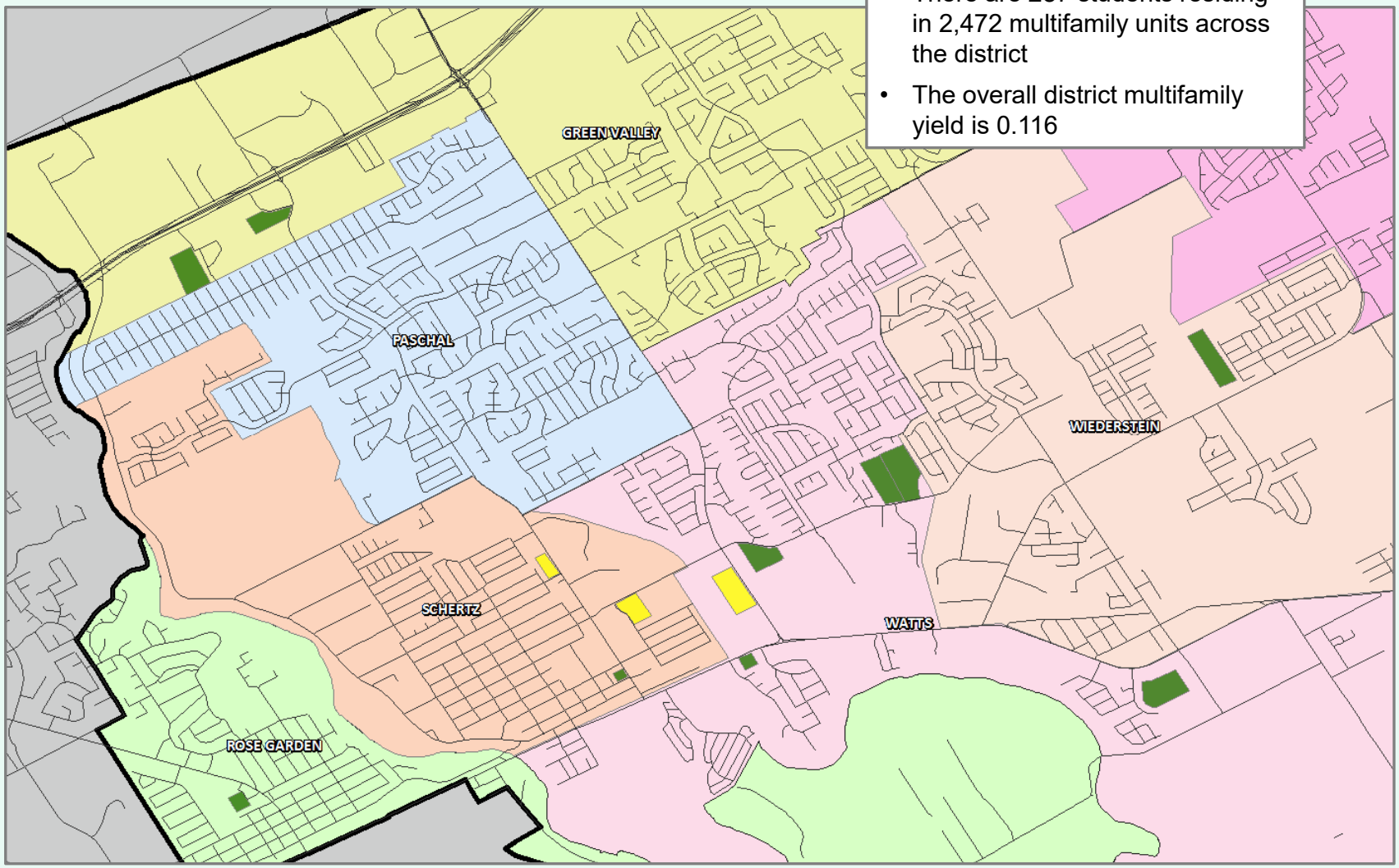


January 24, 2025



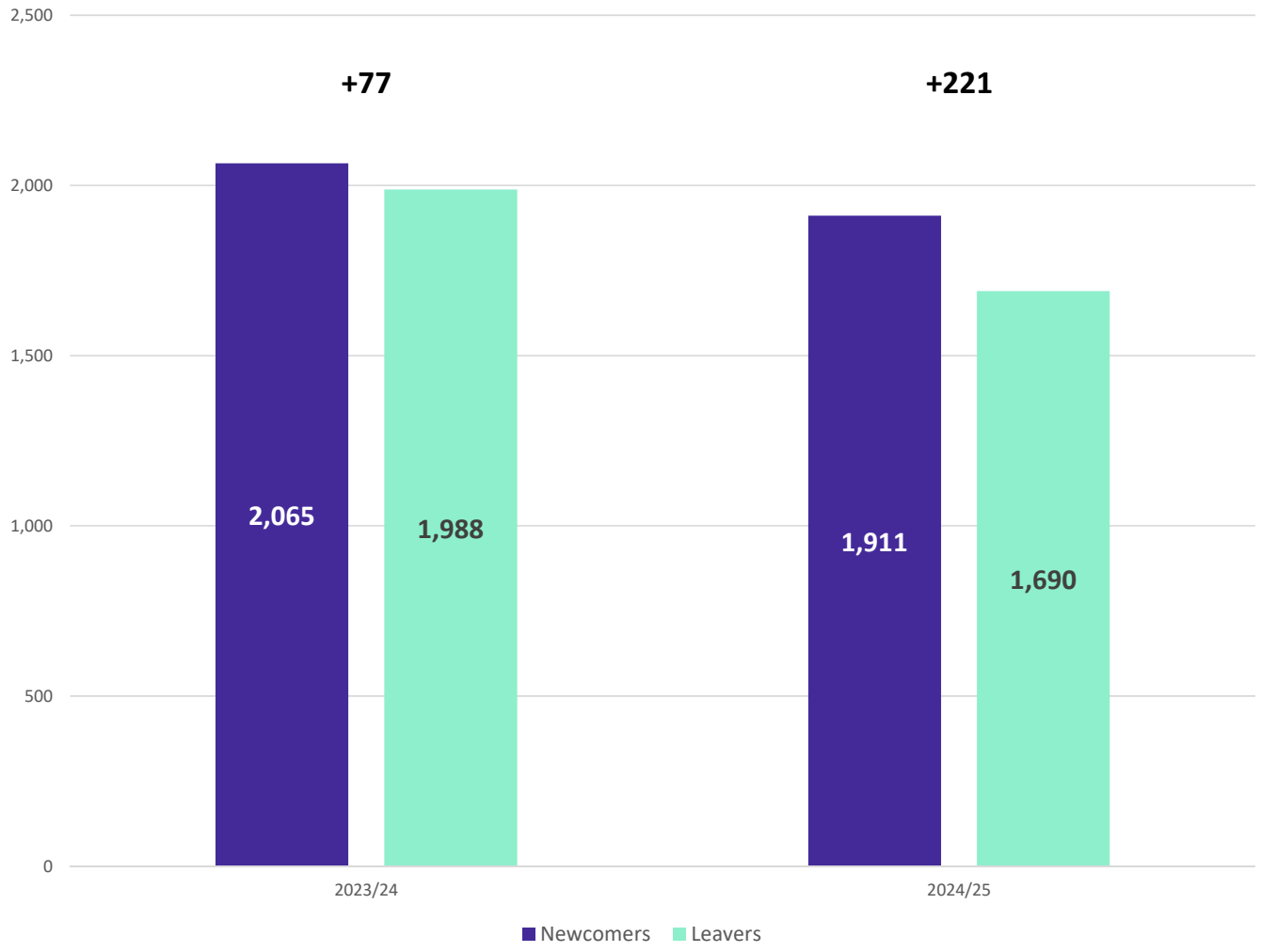
District Multifamily Yield

- There are 287 students residing in 2,472 multifamily units across the district
- The overall district multifamily yield is 0.116



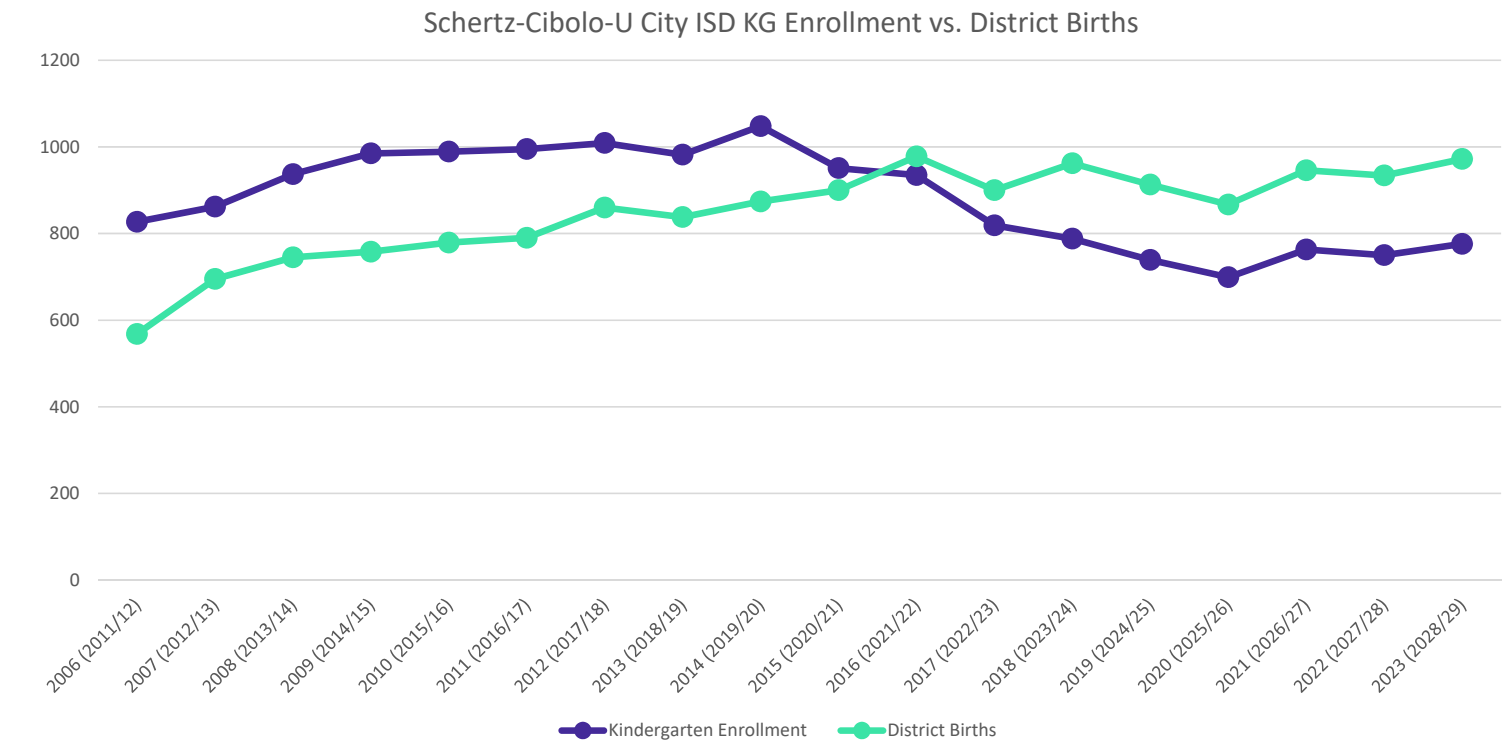
Zonda Education

Newcomers and Leavers



Zonda Education

Birth Rate Analysis



	Kindergarten Enrollment	District Births	Ratio
2006 (2011/12)	827	568	1.456
2007 (2012/13)	862	695	1.240
2008 (2013/14)	937	745	1.258
2009 (2014/15)	985	758	1.299
2010 (2015/16)	989	779	1.270
2011 (2016/17)	995	790	1.259
2012 (2017/18)	1,009	860	1.173
2013 (2018/19)	982	838	1.172
2014 (2019/20)	1,048	874	1.199
2015 (2020/21)	951	900	1.057
2016 (2021/22)	935	978	0.956
2017 (2022/23)	819	900	0.910
2018 (2023/24)	788	962	0.819
2019 (2024/25)	739	913	0.809
2020 (2025/26)	699	867	0.806
2021 (2026/27)	763	946	0.807
2022 (2027/28)	750	934	0.803
2023 (2028/29)	776	972	0.798

Ten Year Forecast by Grade Level

Year (Oct.)	EE/PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Total Growth	% Growth
2020/21	325	951	1,019	1,040	1,077	1,135	1,143	1,232	1,248	1,219	1,293	1,394	1,305	1,292	15,673		
2021/22	455	935	997	1,019	1,074	1,116	1,124	1,221	1,287	1,318	1,428	1,347	1,305	1,264	15,890	217	1.4%
2022/23	436	819	962	998	1,077	1,114	1,067	1,133	1,230	1,306	1,478	1,371	1,247	1,283	15,521	-369	-2.3%
2023/24	430	788	838	967	997	1,090	1,079	1,097	1,178	1,264	1,435	1,459	1,238	1,286	15,146	-375	-2.4%
2024/25	444	737	814	895	989	1,018	1,121	1,116	1,112	1,232	1,469	1,403	1,394	1,202	14,946	-200	-1.3%
2025/26	452	715	766	853	925	1,022	1,057	1,171	1,147	1,150	1,415	1,438	1,354	1,374	14,839	-107	-0.7%
2026/27	458	780	747	805	886	972	1,051	1,094	1,207	1,189	1,315	1,388	1,374	1,352	14,618	-221	-1.5%
2027/28	461	768	815	789	838	922	998	1,091	1,120	1,253	1,370	1,286	1,335	1,363	14,409	-209	-1.4%
2028/29	463	797	806	858	825	877	953	1,038	1,119	1,160	1,436	1,342	1,237	1,326	14,237	-172	-1.2%
2029/30	463	811	826	836	888	851	903	988	1,057	1,161	1,331	1,406	1,287	1,232	14,040	-197	-1.4%
2030/31	463	833	840	860	865	918	878	938	1,015	1,098	1,335	1,303	1,352	1,279	13,977	-63	-0.4%
2031/32	463	850	867	874	894	900	948	913	961	1,052	1,264	1,307	1,252	1,343	13,888	-89	-0.6%
2032/33	463	862	877	899	906	926	929	985	935	997	1,207	1,237	1,254	1,246	13,723	-165	-1.2%
2033/34	463	885	890	910	931	939	957	966	1,009	970	1,146	1,184	1,185	1,247	13,682	-41	-0.3%
2034/35	463	902	917	924	943	965	971	995	991	1,047	1,115	1,124	1,140	1,180	13,677	-5	0.0%

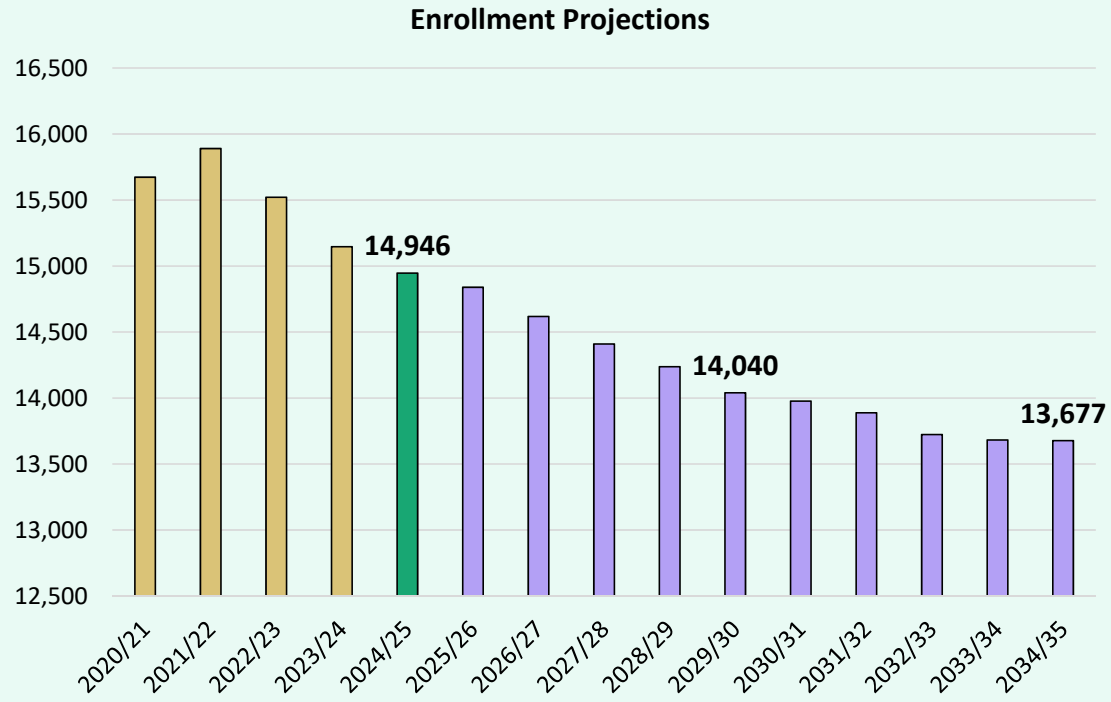
Yellow box = largest grade per year
Green box = second largest grade per year

Ten Year Forecast by Campus

Campus	Functional Capacity	Max Capacity	Fall	ENROLLMENT PROJECTIONS									
			2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35
CIBOLO VALLEY EL	1,038	1,200	591	535	523	519	510	512	521	526	534	544	554
GREEN VALLEY EL	732	899	503	481	463	469	462	453	451	450	450	448	449
NORMA PASCHAL EL	704	871	574	556	545	521	531	524	528	527	530	531	531
ROSE GARDEN EL	1,031	1,200	861	838	814	813	814	830	856	876	906	936	969
SCHERTZ EL	683	1,017	663	635	618	571	561	561	564	556	553	550	545
SIPPEL EL	704	997	641	625	628	645	647	665	689	707	731	757	783
WATTS EL	739	906	500	486	473	457	473	480	494	505	519	530	546
WIEDERSTEIN EL	704	997	564	577	584	598	628	650	676	701	710	722	737
ELEMENTARY TOTALS			4,897	4,733	4,648	4,593	4,626	4,675	4,779	4,848	4,933	5,018	5,114
Elementary Percent Change			-4.17%	-3.35%	-1.80%	-1.18%	0.72%	1.06%	2.22%	1.44%	1.75%	1.72%	1.91%
Elementary Absolute Change			-213	-164	-85	-55	33	49	104	69	85	85	96
JORDAN INT	888	1,126	811	781	754	752	711	675	665	694	728	737	755
SCHLATHER INT	832	1,116	724	740	683	615	607	607	556	569	583	585	599
WILDER INT	855	1,188	702	707	708	722	673	609	595	598	603	601	612
INTERMEDIATE TOTALS			2,237	2,228	2,145	2,089	1,991	1,891	1,816	1,861	1,914	1,923	1,966
Intermediate Percent Change			2.80%	-0.40%	-3.73%	-2.61%	-4.69%	-5.02%	-3.97%	2.48%	2.85%	0.47%	2.24%
Intermediate Absolute Change			61	-9	-83	-56	-98	-100	-75	45	53	9	43
DOBIE JH	1,285	1,540	1,231	1,184	1,262	1,256	1,180	1,108	1,073	1,052	992	1,023	1,058
CORBETT JH	1,285	1,500	1,113	1,113	1,134	1,117	1,099	1,110	1,040	961	940	956	980
JUNIOR HIGH SCHOOL TOTALS			2,344	2,297	2,396	2,373	2,279	2,218	2,113	2,013	1,932	1,979	2,038
Junior High School Percent Change			-4.01%	-2.01%	4.31%	-0.96%	-3.96%	-2.68%	-4.73%	-4.73%	-4.02%	2.43%	2.98%
Junior High School Absolute Change			-98	-47	99	-23	-94	-61	-105	-100	-81	47	59
CLEMENS HS	2,733	3,300	2,589	2,618	2,531	2,523	2,523	2,491	2,503	2,492	2,388	2,309	2,206
STEELE HS	2,733	3,200	2,790	2,871	2,806	2,739	2,726	2,673	2,674	2,582	2,464	2,361	2,261
ALSELC			89	92	92	92	92	92	92	92	92	92	92
HIGH SCHOOL TOTALS			5,468	5,581	5,429	5,354	5,341	5,256	5,269	5,166	4,944	4,762	4,559
High School Percent Change			0.92%	2.07%	-2.72%	-1.38%	-0.24%	-1.59%	0.25%	-1.95%	-4.30%	-3.68%	-4.26%
High School Absolute Change			50	113	-152	-75	-13	-85	13	-103	-222	-182	-203
DISTRICT TOTALS			**14,946**	**14,839**	**14,618**	**14,409**	**14,237**	**14,040**	**13,977**	**13,888**	**13,723**	**13,682**	**13,677**
District Percent Change			-1.32%	-0.72%	-1.49%	-1.43%	-1.19%	-1.38%	-0.45%	-0.64%	-1.19%	-0.30%	-0.04%
District Absolute Change			-200	-107	-221	-209	-172	-197	-63	-89	-165	-41	-5

Yellow box = exceeds Functional capacity
Pink box = exceeds Max capacity

Key Takeaways



- Annual closings near 900 in 2024
- Housing market remains cloudy with continued high interest rates and looming tariffs
- The district has more than 390 homes currently in inventory and more than 2,100 vacant developed lots available for builders
- Groundwork is underway on approx. 500 lots within 6 subdivisions
- Schertz-Cibolo-Universal City ISD is forecasted to enroll more than 14,000 students by 2029/30

Ord. 25-S-046

Proposed Zone Change to AD on Trainer Hale Rd

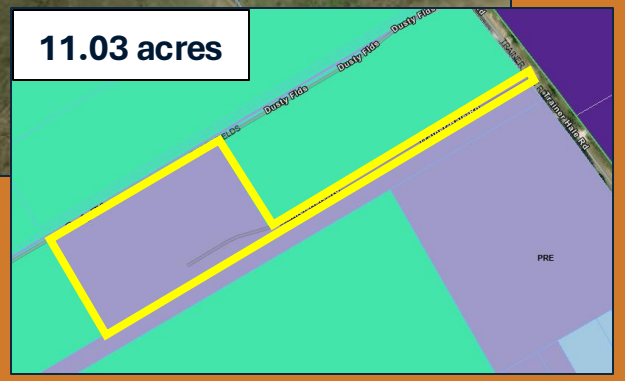
William Willingham| Planner

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Orientation

Subject Property Aerial View



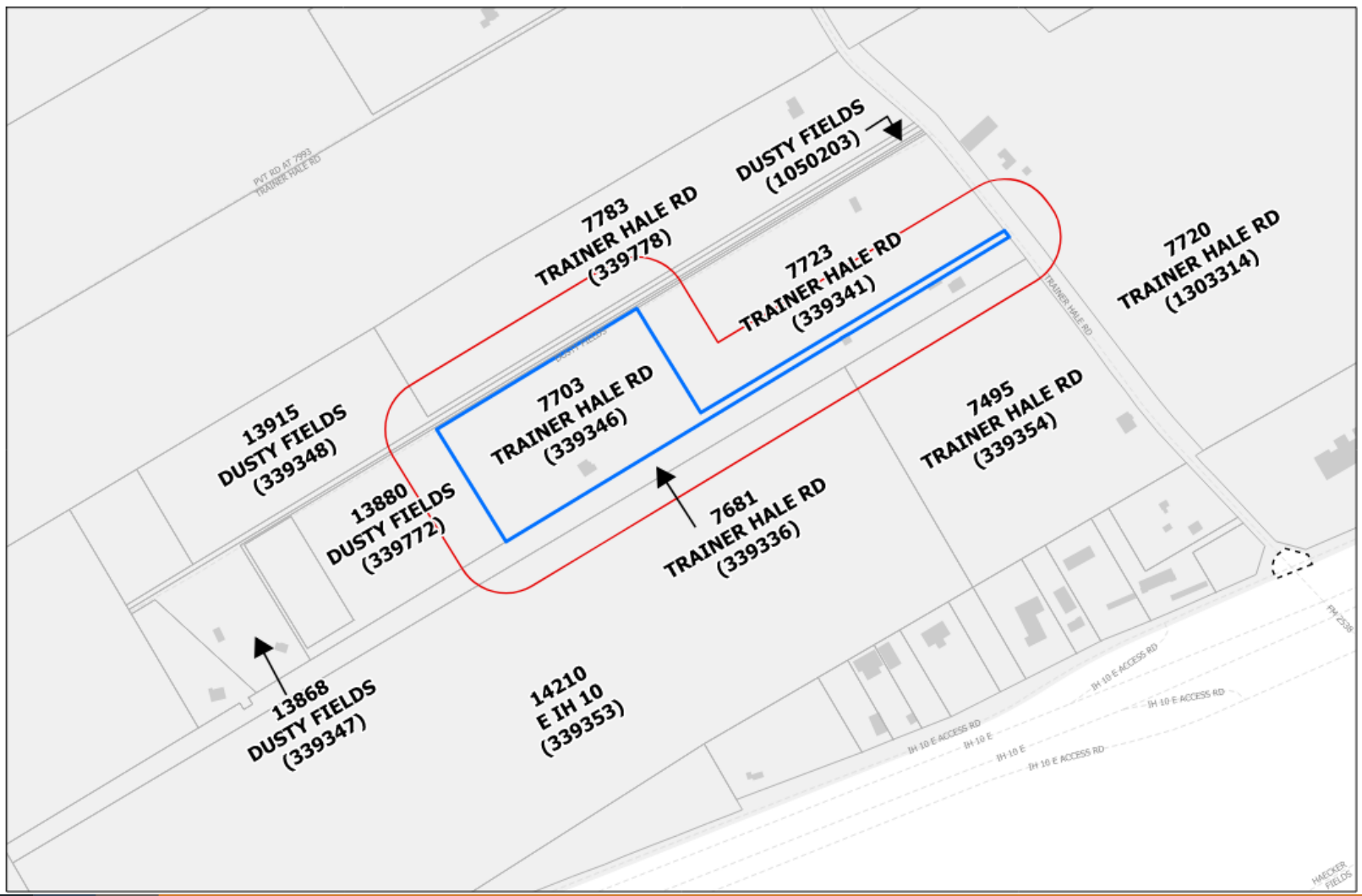


Vicinity Zoning and Land Use

	Zoning	Use
Subject Property	Pre-Development District (PRE)	Residential and Agricultural
North	Agricultural District	Private Road – Dusty Fields
South	Pre-Development District (PRE)	Residential and Undeveloped
East	Agricultural District (AD)	-Undeveloped - Trainer Hale Rd. (Principal Arterial)
West	Agricultural District (AD)	Agricultural

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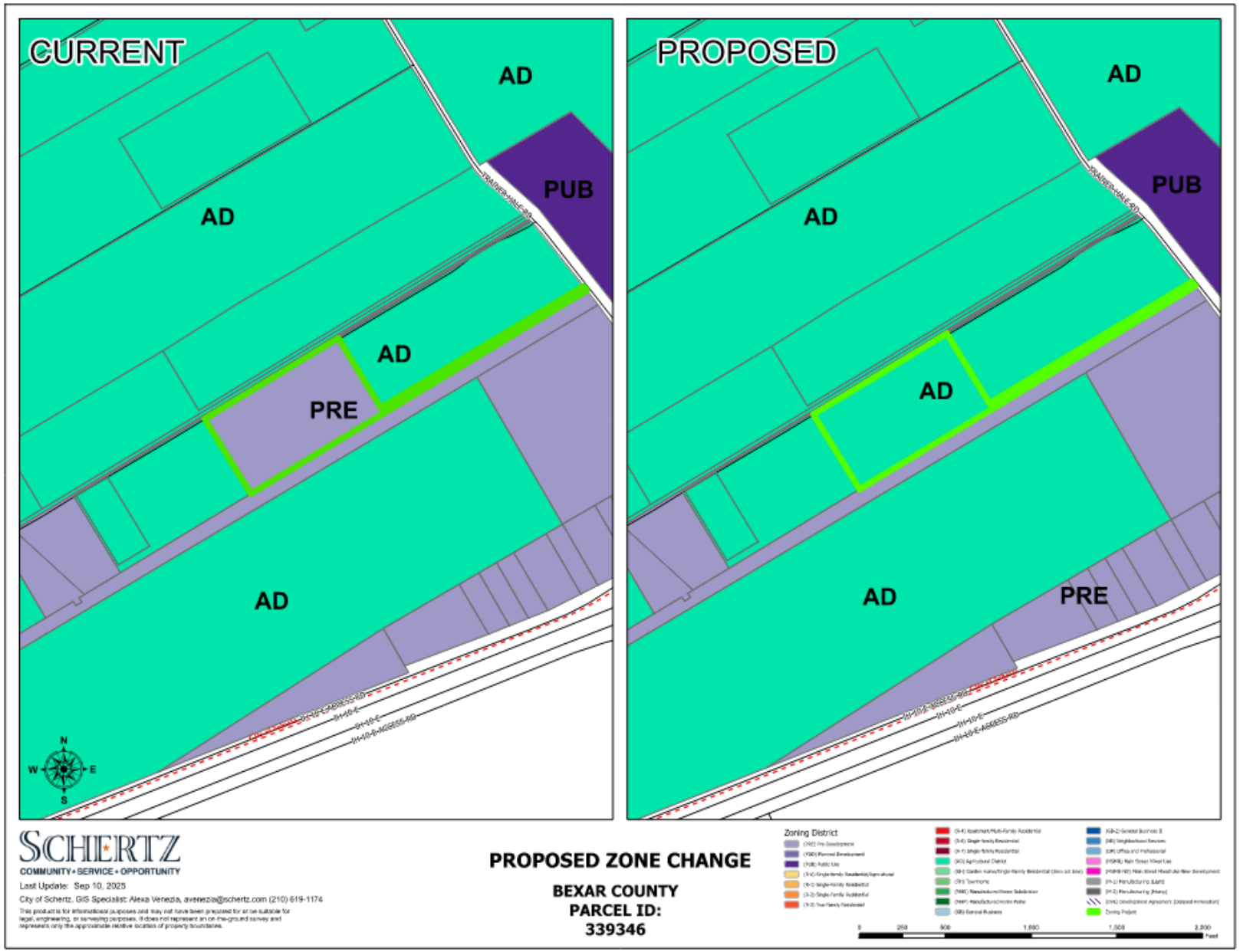
Notification



- 13 Public notices were sent on 09.19.2025
- As of today
  - (0) in Favor
  - (0) Neutral to
  - (0) in Opposition
- A public hearing notice to be published in the “San Antonio Express” on October 29, 2025
- SCUCISD was notified of the request
- A notification sign was placed by the applicant

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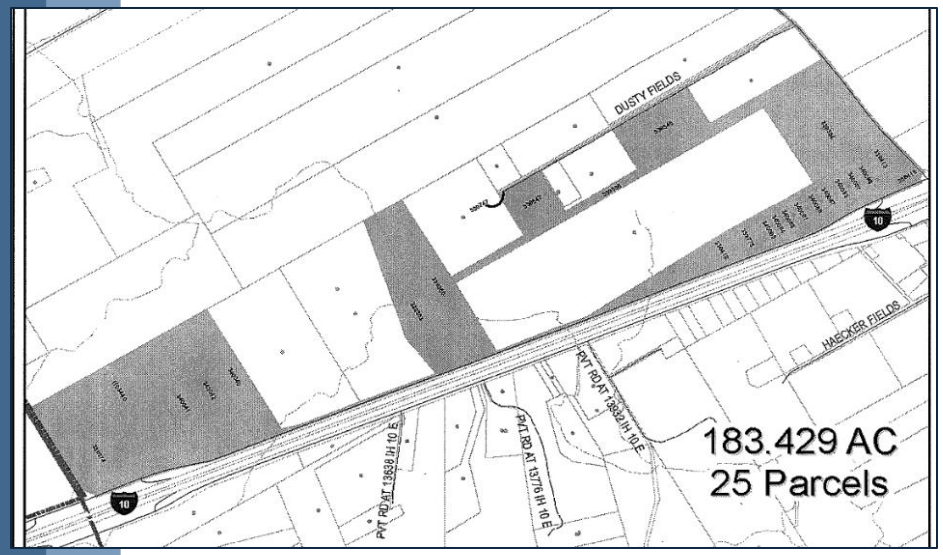
Background: Zoning Change



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Background: Property History

Ord. 10-A-20



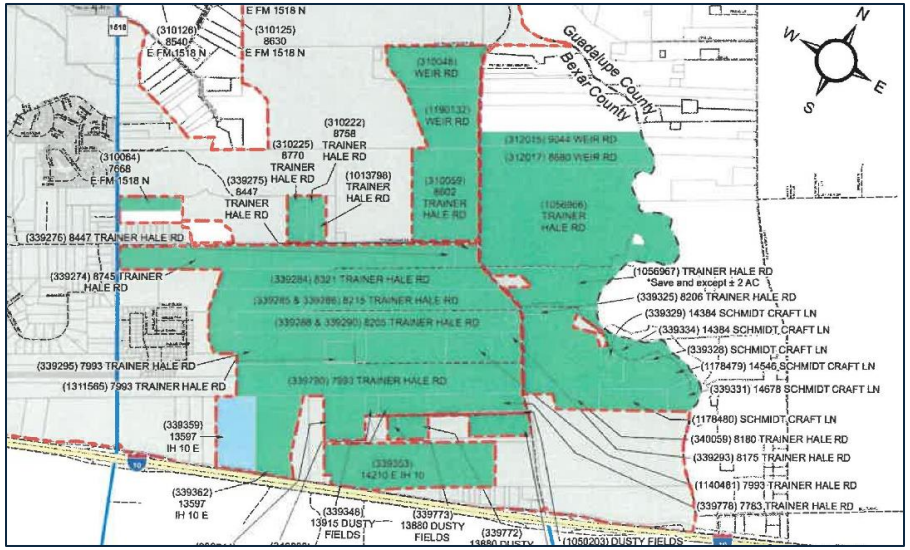
Annexation Date:

July 2010

Zoning Established:

Pre-Development District (PRE)

Ord. 24-S-24



Annexation Date:

July 2024

Zoning Established:

Agricultural District (AD)

Applicant Information

Purchase Date:

December 2013

Present Conditions:

One Home, Agricultural land

Applicant intent:

Construct a second home.

Construct an accessory storage structure.

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Zoning District Dimensional Requirements

	Existing Zone	Proposed Zone
	Pre-Development District (PRE)	Agricultural District (AD)
Permitted Uses (Sec. 21.5.8)	• Church, Temple, Synagogue, Mosque, or other place of Worship (SUP) • Municipal Uses • School, public or private	• Agricultural/Field Crops • Livestock • One Family Dwelling Detached • Stable, commercial
Area Square Feet (Sec. 21.5.7)	N/A	217,800
Width & Depth (Sec. 21.5.7)	N/A	100 x 100
Setbacks, Adj. Non-Residential (Sec. 21.5.7)	N/A	Front: 25', Side: 25', Rear: 25'
Maximum Height (Sec. 21.5.7)	N/A	35'
Maximum Impervious Coverage (Sec. 21.5.7)	N/A	30%

UDC SECTION 21.5.4.D Criteria for Approval







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

- "Regional Corridor" designation: Commercial/entertainment areas along major thoroughfares
- Agricultural District (AD): Agricultural preservation on lots over 5 acres
- The comprehensive plan is a guiding document for the long-range vision of Schertz.
- Existing conditions and land uses must also be considered.

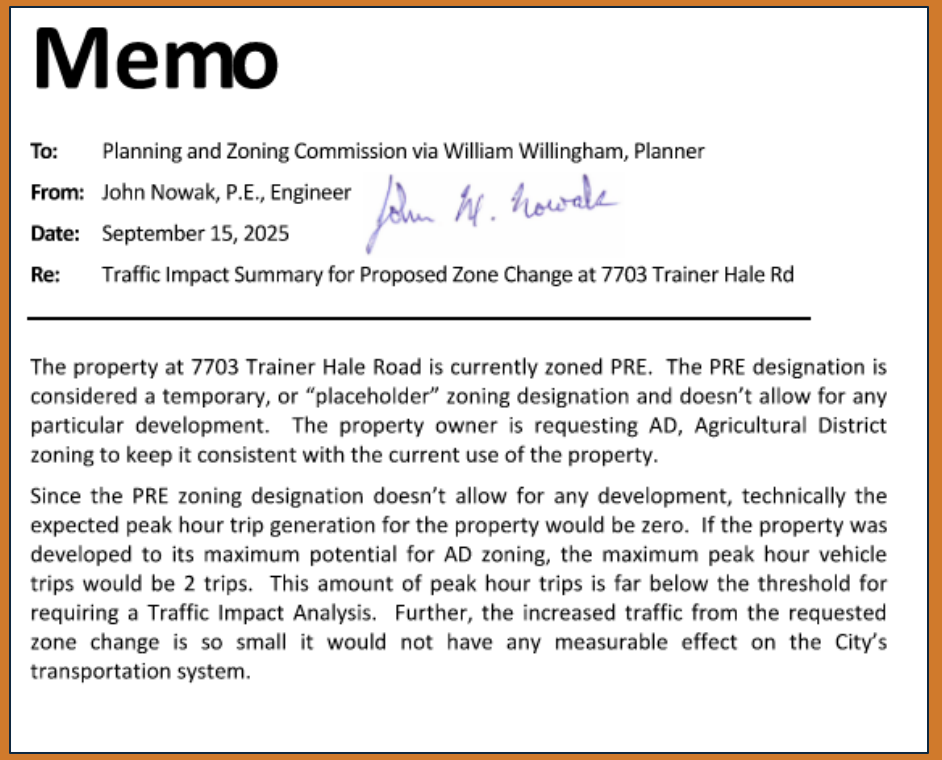
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UDC SECTION 21.5.4.D Criteria for Approval

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

As part of promoting health, safety, and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts.

- Agricultural District (AD) intended for areas with limited utility service.
  - Located within Schertz Sewer CCN and CCMA CCN
  - The site and surrounding areas are served by septic systems
- Potential traffic impact by the zone change will not be measurable.



Memo

To: Planning and Zoning Commission via William Willingham, Planner

From: John Nowak, P.E., Engineer

Date: September 15, 2025

Re: Traffic Impact Summary for Proposed Zone Change at 7703 Trainer Hale Rd

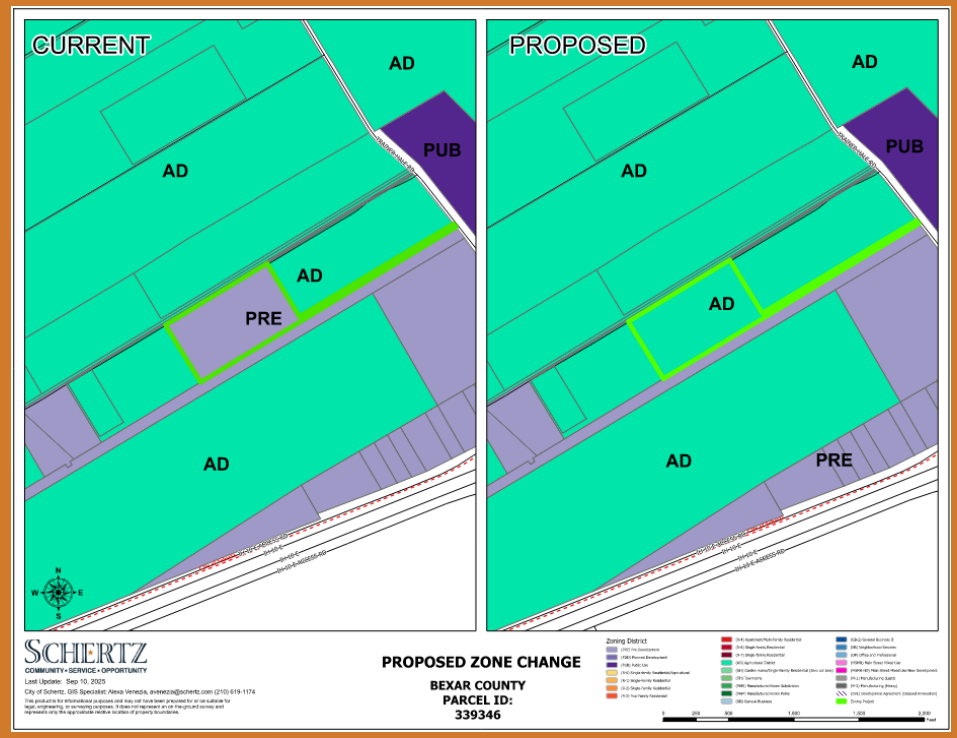
The property at 7703 Trainer Hale Road is currently zoned PRE. The PRE designation is considered a temporary, or "placeholder" zoning designation and doesn't allow for any particular development. The property owner is requesting AD, Agricultural District zoning to keep it consistent with the current use of the property.

Since the PRE zoning designation doesn't allow for any development, technically the expected peak hour trip generation for the property would be zero. If the property was developed to its maximum potential for AD zoning, the maximum peak hour vehicle trips would be 2 trips. This amount of peak hour trips is far below the threshold for requiring a Traffic Impact Analysis. Further, the increased traffic from the requested zone change is so small it would not have any measurable effect on the City's transportation system.

UDC SECTION 21.5.4.D Criteria for Approval

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

- Subject property and surrounding area is characterized by undeveloped or agricultural uses.
- Subject property is surrounded by other properties currently zoned as Agricultural District (AD)



	Proposed Zone
	Agricultural District (AD)
Permitted Uses (Sec. 21.5.8)	• Agricultural/Field Crops • Livestock • One Family Dwelling Detached • Stable, commercial

UDC SECTION 21.5.4.D Criteria for Approval

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

- All UDC requirements have been met for the proposed zone change.
- SCUCISD has been notified of the request
- Schertz' Fire, EMS, and Police Departments have been notified of the zone change.
  - Police and EMS have not provided any specific concerns
  - Fire Department express concerns related to accessing structures through the existing driveway.



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Recommendation

Staff Recommendation:

Due to the rural character of the surrounding area, the limited utility availability, and the increase in development standards resulting from the zone change, staff recommends approval of Ordinance 25-S-046

Recommendation

Commission Recommendation:

The Planning and Zoning Commission met on October 1, 2025 and made a recommendation to approve the proposed zone change to Agricultural District (AD) with a 7-0 to City Council.

Agenda No. 11.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 18, 2025**
Department:	**Planning & Community Development**
Subject:	**Ordinance 25-S-047- Conduct a public hearing and consider a request to rezone approximately 32 acres of land from General Business District-II (GB-2) to Single-Family Residential District (R-2), known as Guadalupe Property Identification Number 64558, City of Schertz, Texas (B.James/L.Wood/D.Marquez).** **WITHDRAWN BY APPLICANT- Public Hearing will be held / No Action will be taken by City Council**

BACKGROUND

The applicant withdrew Ordinance 25-S-047 on Friday, November 7, 2025. The public hearing was noticed in the San Antonio Express Newspaper on October 29, 2025, so the public hearing at the November 18, 2025 City Council meeting has to occur. However, since the application has been withdrawn, no action will be taken by the City Council.

The following City Council Memorandum is being provided for informational purposes, but again, City Council will not take action / will not vote on Ordinance 25-S-047.

The applicant is proposing to zone approximately 32 acres of land from General Business District-II (GB-2) to Single-Family Residential District (R-2). The subject property is currently undeveloped and is located within the Accident Potential Zone-II (APZ-II).

On September 18, 2025, nineteen (19) public hearing notices were mailed to the surrounding properties within a 200-foot notification boundary of the subject property. At the time of the staff report, three (3) responses in favor, zero (0) responses neutral, and three (3) responses in opposition have been received. A public hearing notice letter was sent to SCUC-ISD and their most recent demographic report and projects are attached. Two notification signs were posted on the property by the applicant on September 16, 2025. A notice was published in the "San Antonio Express" on Wednesday, October 29, 2025. The Planning and Zoning Commission held a public hearing for the item on Wednesday, October 1, 2025. The meeting can be viewed on the City of Schertz YouTube page.

The property is located within the Accident Potential Zone-II (APZ-II), which, per UDC Section 21.5.9- Special Districts, requires that all zone changes within the AICUZ receive an affirmative recommendation from Joint Base San Antonio (JBSA)- Randolph Air Force Base (RAFB) or the zone change will not be approved by the City.

Unified Development Code (UDC) Section 21.5.9.A.2. is as seen below:
A request for development that is not a permitted use by the AICUZ Study, as adopted by the City, or a request for zoning change for property located within the AICUZ requires written notification to Randolph Air Force Base (RAFB) of the proposed development, type occupancy, occupant load, hours of operation, and any special conditions of the project that may include noise, dust, smoke emissions, etc., and any proposed request for a zone change within the AICUZ, with applicable reference the Standard Land Use Code Manual (SLUCM) as adopted in the AICUZ Study. An acknowledgment from RAFB will be requested on the proposed development within 60 days. RAFB may conclude that the proposed development or zoning change should be permitted. Unless RAFB affirmatively recommends to the City that the proposed development or zoning change in the AICUZ be permitted, the development or zoning change will not be approved by the City. Failure on the part of RAFB to respond within 60 days will be deemed to be disapproval .

The subject property has not received an affirmative recommendation from JBSA- Randolph, however the applicant requested that the application proceed without the affirmative recommendation.

Subject Property:

	Zoning	Land Use
Existing	General Business District (GB-2)	Agriculture/ Undeveloped
Proposed	Single-Family Residential District (R-2)	Single-Family

Adjacent Properties:

	Zoning	Land Use
North	Out of City Limits- Universal City ETJ	Agriculture/ Homes
South	General Business District-II (GB-2) & General Business District (GB)	Undeveloped/ Soccer Fields- City of Schertz Owned Property
East	Single-Family Residential District (R-2)	Undeveloped
West	Out of City Limits- Universal City ETJ	Agriculture/ Undeveloped

Dimensional Requirements			

				Minimum Lot Size			Minimum Yard Setback			Miscellaneous Lot Requirements		
		Code	Zoning District	Area sq.ft	Width	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off-Street Parking Requirements	Max Height	Max. Impervious Coverage
Table 21.5.7.B- Dimensional Requirements Non-Residential Zoning Districts	Existing	GB-II	General Business District- II	10,000	100	100	25	0 adj. to non-res./ 25 adj. to res	0 adj. to non-res./ 25 adj. to res	Article 10 Parking Standards	120	80%
Table 21.5.7.A- Dimensional Requirements Residential Zoning Districts	Proposed	R-2	Single-Family Residential	8,400	70	120	25	10	20	2	35	50%

According to the letter of intent, the subject property is part of a larger development project they are proposing across multiple jurisdictions. The subject 32 acres, zoned General Business District-II (GB-2), are located in the City of Schertz and within the APZ-II. The approximately 27 acres to the east are zoned Single-Family Residential District (R-2) and are in the City of Schertz limits. To the northeast of the subject property are the approximately 43 acres that are already zoned Single-Family Residential District (R-2), and the applicant is currently going through the preliminary plat process. The developed residential property to the north is within Universal City limits. The properties to the west and southwest of the subject property are within Universal City ETJ. The City of Schertz only has jurisdiction over zoning regulations within city limits. Additionally, the Schertz Unified Development Code includes adopted rules and regulations for properties requesting a zone change within the Air Installation Compatible Use Zone (AICUZ), as per UDC Section 21.5.9.A - Air Installation Compatible Use Zone District (AICUZ). Other jurisdictions may not utilize the same rules and regulations within the AICUZ in the same fashion that the City of Schertz does.

GOAL

The applicant is proposing to rezone approximately 32 acres in the APZ-II from General Business District-II (GB-II) to Single-Family Residential District (R-2).

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 considering zone changes, Staff uses the criteria listed in UDC Section 21.5.4.D. The criteria are listed below:

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

The proposed zone change does not implement the policies of the adopted Comprehensive Plan and other adopted plans. The Comprehensive Land Use Plan - Future Land Use map designates the subject property as Complete Neighborhood. The Complete Neighborhood Land Use Designation is intended for a mixture of housing options, supporting land uses, and neighborhood commercial. When considering the appropriateness of housing density or commercial activity, factors such as roadway classification, conflicts among land uses, and buildings should be considered.

The subject property is located in the APZ-II and is proposing to rezone to a single-family residential district that would allow a density of approximately 5.2 dwelling units per acre, a total of 166 new homes on the 32 acres. All 32 acres of the subject property would be able to be developed as the Single-Family Residential District (R-2) and the City would not be able to restrict the density or building areas with the straight zoning proposed. When considering the proposed residential density and the existing APZ-II area that encumbers the subject property, the proposed residential zoning is not appropriate at the specified location and creates conflicts among land uses.

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

The proposed Single-Family Residential District (R-2) does not promote the health, safety, and general welfare of the City, as it does not meet the Unified Development Code requirements as stipulated in UDC Section 21.5.9- Special Districts. All zone changes located within the Air Installation Compatible Use Zone District (AICUZ) are required to comply with Section 21.5.9 and receive an affirmative recommendation from JBSA- Randolph.

UDC Section 21.5.9.A.2 contains the sentence below.
Unless RAFB affirmatively recommends to the City that the proposed development or zoning change in the AICUZ be permitted, the development or zoning change will not be approved by the City.

The applicant requested a response from JBSA- Randolph two times, and with both requests, did not receive an affirmative recommendation, as required by the UDC. Per the UDC, "the development or zoning change will not be approved by the City."

In the letter from JBSA, dated April 9, 2025 they communicated the following to the applicant:

> *"PLZC20250062 Proposed Rezone to R-2 in APZ-II has been reviewed by JBSA-RND organization. JBSA recommends addressing the following comments before moving forward in the planning and development process.*

a. Proposed City of Schertz RZ Zoning Category would permit minimum 8,400 sq ft (70'x120') lots within the APZ II. At 25-acres, the proposed zoning category of R2 could permit up to 129 lots. The proposed exhibit displays 77 units within the subject 25-acre portion of the proposed MDP, bringing the proposed density to 3.08 du/acre/ This exceeds the recommended compatible maximum density of 2 du/acre within APZ II per the 2017 RND AFB AICUZ Land Use Compatibility Tables, SLUCM no. 11, Residential, Single units: detached. Request clarification from the applicant on total proposed units within 25-acre portion of APZ II."

In the letter from JBSA dated May 22, 2025, they communicated the following to the applicant:

" PLZC20250062- Proposed Rezone to R-2 in APZ-II Updated Application has been reviewed by JBSA-RND organizations. JBSA recommends addressing the following comments for consideration in the planning and development process.

a. Approximately 32-acres of the subject tract are located w/in JBSA RND runway 15L/33R Accident Potential Zone II (APZ-II). Per the 2017 RND AFB Air Installation Compatible Use Zone (AICUZ) study, maximum recommended density for single-family land uses w/in APZ-II is not to exceed 2 dwelling units/acre. JBSA recommends application of the above 2 dwelling units/acre single-family land use maximum density as applied to the subject 32-acre parcel, through the establishment of the appropriate, flexible, City of Schertz Zoning District as identified within Article 5, Sec. 21.5.9- Special Districts, of The City of Schertz Unified Development Code."

Here is an example of an affirmative recommendation letter received by a different zone change application in the AICUZ, PLZC20250094 36 and 40 Maske Road.

"Zone change in APZ-II PLZC20250094- Maske Road Business Park (36 &40 Maske Road)1. Zone Change in APZ II PLZC20250094- Maske Road Business Park (36 & 40 Maske Road) has been reviewed by JBSA- RND organizations. JBSA affirmatively recommends the proposed zoning change is permitted, however there are additional comments for consideration in planning and development."

The two letters the proposed zone change received do not include the affirmative recommendation language as required per the UDC and received by other applications in the AICUZ.

Since the zone change does not meet the Unified Development Code requirements, as it did not receive an affirmative recommendation from JBSA, it does not promote the health, safety, and general welfare of the City.

The policies of the Comprehensive Plan stipulate collaboration with stakeholders. One of the recommended strategies is to prioritize collaboration among the stakeholders involved in the area's development with regular engagement. The Unified Development Code has procedures set in place to ensure collaboration with JBSA- Randolph by requiring an affirmative recommendation. By not obtaining an affirmative recommendation from JBSA- Randolph as per the UDC, the proposed zone change does not promote the health, safety, and general welfare of the City.

As part of the zone change application, the applicant provided a TIA Determination form. The Schertz Engineering Department has reviewed the submitted TIA Determination Form and summarized that the requested change in zoning from General Business District-II (GB-2) to Single-Family Residential District (R-2) would not have an adverse impact on the transportation system in comparison to the existing GB-2. A full Traffic Impact Analysis will be required during the development process, and the developer will be required to construct any mitigation improvements required to counter any adverse impacts to the transportation system created by the additional development traffic.

3. Whether the uses permitted by the zone change will be consistent and appropriate with existing uses in the immediate area.
The proposed zoning district of Single-Family Residential District (R-2) allows for single-family residences together with schools, churches, and parks.

The property is within the Airport Installation Compatible Use Zone District (AICUZ), more specifically, the APZ-II of JBSA-Randolph. Although single-family residential is not incompatible in the AICUZ, the density of the proposed Single-Family Residential District (R-2) is not compatible and was not able to receive an affirmative recommendation from JBSA for the 32-acres of the subject property.

4. Whether other factors are deemed relevant and important in the consideration of the amendment.
The proposed zone change does not meet the Unified Development Code requirements. The zone change application did not receive an affirmative recommendation from JBSA- Randolph as required per UDC Section 21.5.9.A.2. Other zone change applications in the AICUZ have worked with JBSA-Randolph to obtain an affirmative recommendation, even when it may not have been obtained with the first request.

The proposed zone change was also sent to the City of Schertz Fire, EMS, and Police Departments for their review.

- Police and EMS do not have specific concerns over the proposed zone change.
- The Fire Department has concerns with potential residential development within the JBSA flight path due to the additional potential of accidents in the APZ.

At the Wednesday, October 1, 2025, Planning and Zoning Commission meeting, there was a lengthy discussion on the calculation of the density the applicant was proposing and the lack of an affirmative recommendation from JBSA. There was also discussion on the intent of the APZ-II and the compatibility of single-family residences within the APZ-II.

RECOMMENDATION

Staff Recommendation:
UDC Section 21.5.9.A.2. stipulates that unless Randolph Air Force Base (RAFB) affirmatively recommends to the City that the proposed development or zoning change in the Air Installation Compatible Use Zones (AICUZ) be permitted, the development or zoning change will not be approved by the City.

Staff recommends denial of Ordinance 25-S-047 for not meeting the Unified Development Code requirements, as the applicant has failed to obtain an affirmative recommendation from JBSA-Randolph as per UDC Section 21.5.9.A.2.

Planning and Zoning Commission Recommendation:
The Planning and Zoning Commission held a public hearing for the item on October 1, 2025. The Planning and Zoning Commission made a recommendation of denial to City Council with a unanimous vote.

The applicant withdrew Ordinance 25-S-047 on Friday, November 7, 2025. The public hearing was noticed in the San Antonio Express Newspaper on October 29, 2025, so the public hearing at the November 18, 2025 City Council meeting has to occur. However, since the application has been withdrawn, no action will be taken by the City Council.

Attachments

Ordinance 25-S-047 With Attachments
Aerial Exhibit
Notification Map
Public Hearing Responses
Zoning Exhibit
JBSA Response April 2025
JBSA Reponse May 2025
Example of JBSA Response with an Affirmative Recommendation
Letter of Intent
SCUC ISD Demographic Report
SCUC ISD 10- Year Forecasting
City Council Presentation Slides

ORDINANCE NO. 25-S-047

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO REZONE APPROXIMATELY 32 ACRES OF LAND FROM GENERAL BUSINESS DISTRICT-II (GB-2) TO SINGLE-FAMILY RESIDENTIAL DISTRICT (R-2), KNOWN AS GUADALUPE PROPERTY IDENTIFICATION NUMBER 64558, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application for a request to rezone approximately 32 acres of land from General Business District-II (GB-2) to Single-Family Residential District (R-2), known as Guadalupe Property Identification Numbers 64558, more specifically described in the Exhibit A and Exhibit B attached herein (herein, the "Property") has been filed with the City; and

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

WHEREAS, on October 1, 2025, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to deny the requested zoning; and

WHEREAS, on November 18, 2025, the City Council conducted a public hearing and after considering the Criteria and the recommendation of denial by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A and Exhibit B, approximately 32 acres, is hereby zoned to Single-Family Residential District (R-2).

Section 2. The Official Zoning Map of the City of Schertz, described and referred to in Article 2 of the Unified Development Code, shall be revised to reflect the above amendment.

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

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

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

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

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

Section 8. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 9. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

PASSED, APPROVED and ADOPTED on this ____day of _____ 2025.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

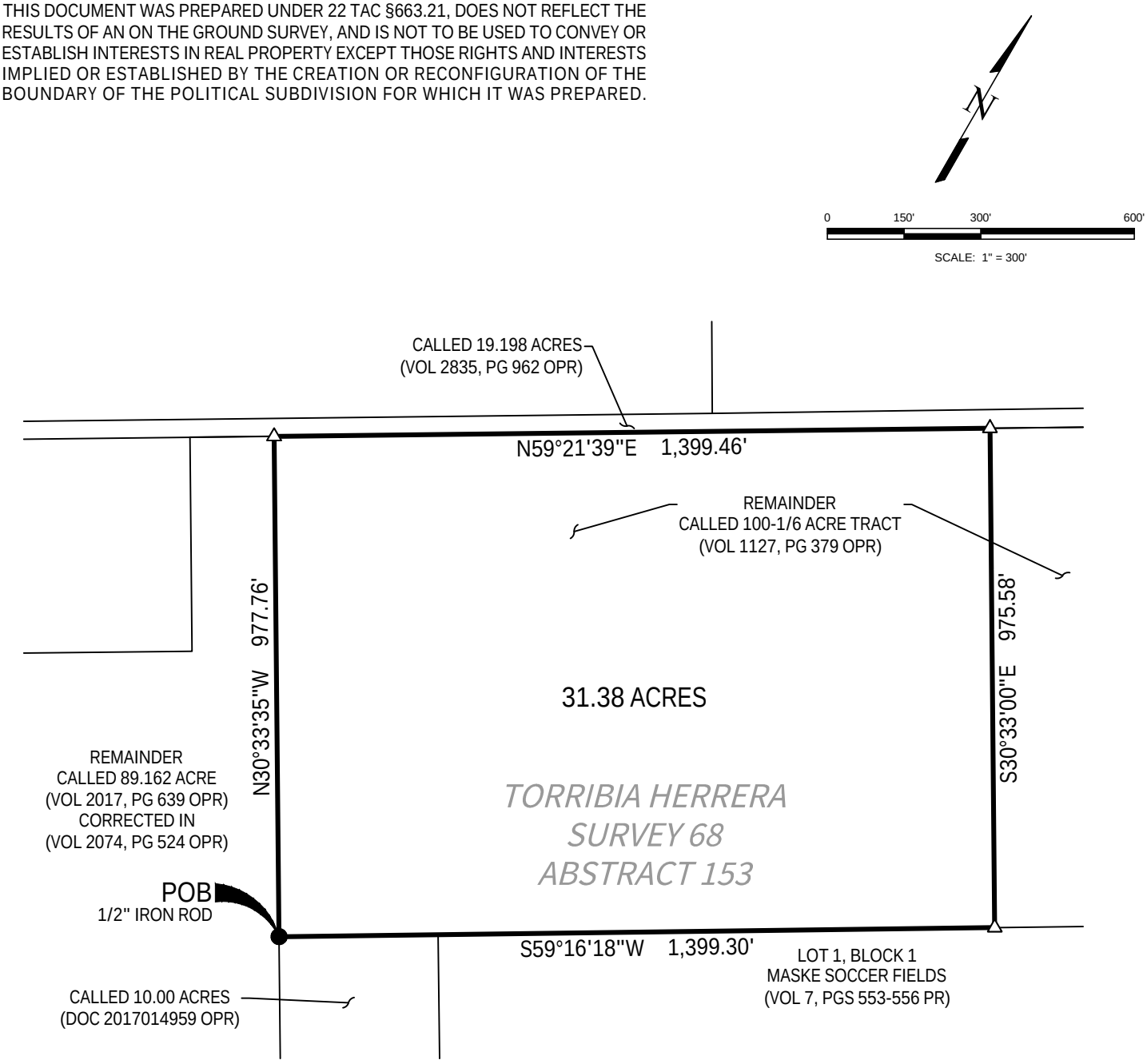
ATTEST:

_____
Sheila Edmondson, City Secretary

(city seal)

Exhibit “A”
Property Description: Legal Metes and Bounds

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



LEGEND

POB	= POINT OF BEGINNING
OPR	= OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
PR	= PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
VOL	= VOLUME
PG	= PAGE
DOC	= DOCUMENT
△	= CALCULATED POINT
●	= FOUND AS NOTED

STATE OF TEXAS
REGISTERED
CHRIS WALTERSCHEIDT
6180
PROFESSIONAL
LAND SURVEYOR

Chris Walterscheidt

CUDE ENGINEERS
4122 POND HILL RD. ● SUITE 101
SAN ANTONIO, TEXAS 78231
T:210.681.2951 ● F:210.523.7112
WWW.CUDEENGINEERS.COM
TBPELS FIRM #10048500
TBPE FIRM #455

EXHIBIT OF
31.38 ACRES
TORRIBIA HERRERA SURVEY 68, ABSTRACT 153
GUADALUPE COUNTY, TEXAS

PROJECT NO.: 04451.000 DATE: 04-24-2024 BY: DB PM: CW PAGE: 1 OF 1

P:\04451\00010-Survey\Drawings\EX 04451.000 31.38 AC ZONING.dwg 2025/04/24 10:11am dblair

REPRODUCTION OF THE ORIGINAL SIGNED AND SEALED PLAN AND/OR ELECTRONIC MEDIA MAY HAVE BEEN INADVERTENTLY ALTERED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SCALE OF THE DOCUMENT AND CONTACTING CUDE ENGINEERS TO VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION.

Exhibit A: Property Description:Legal Metes and Bounds

LEGAL DESCRIPTION
31.38 ACRES OF LAND

31.38 ACRES OF LAND SITUATED IN THE TORRIBIA HERRERA SURVEY NO. 68, ABSTRACT NO. 153, GUADALUPE COUNTY, TEXAS, BEING OUT OF THE REMAINDER OF A CALLED 100 1/6 ACRE TRACT DESCRIBED IN VOLUME 1127, PAGE 379, OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; SAID 31.38 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF A CALLED 10.00 ACRE TRACT RECORDED IN DOCUMENT 2017014959, OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 30°33'35" W, A DISTANCE OF 977.76 FEET TO A POINT IN A SOUTH LINE OF A CALLED 19.198 ACRE TRACT RECORDED IN VOLUME 2835, PAGE 962, OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 59°21'39" E, ALONG AND WITH A SOUTH LINE OF SAID 19.198 ACRE TRACT, A DISTANCE OF 1,399.46 FEET TO A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 30°33'00" E, OVER AND ACROSS SAID 100-1/16 ACRE TRACT, A DISTANCE OF 975.58 FEET TO A POINT IN A NORTH LINE OF LOT 1, BLOCK 1, MASKE SOCCER FIELDS RECORDED IN VOLUME 7, PAGE 553, PLAT RECORDS OF GUADALUPE COUNTY, TEXAS FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 59°16'18" W, ALONG AND WITH A NORTH LINE OF SAID LOT 1, AND A NORTH LINE OF SAID 10.00 ACRE TRACT, A DISTANCE OF 1,399.30 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 31.38 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES USING A SCALE FACTOR OF 1.00016.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

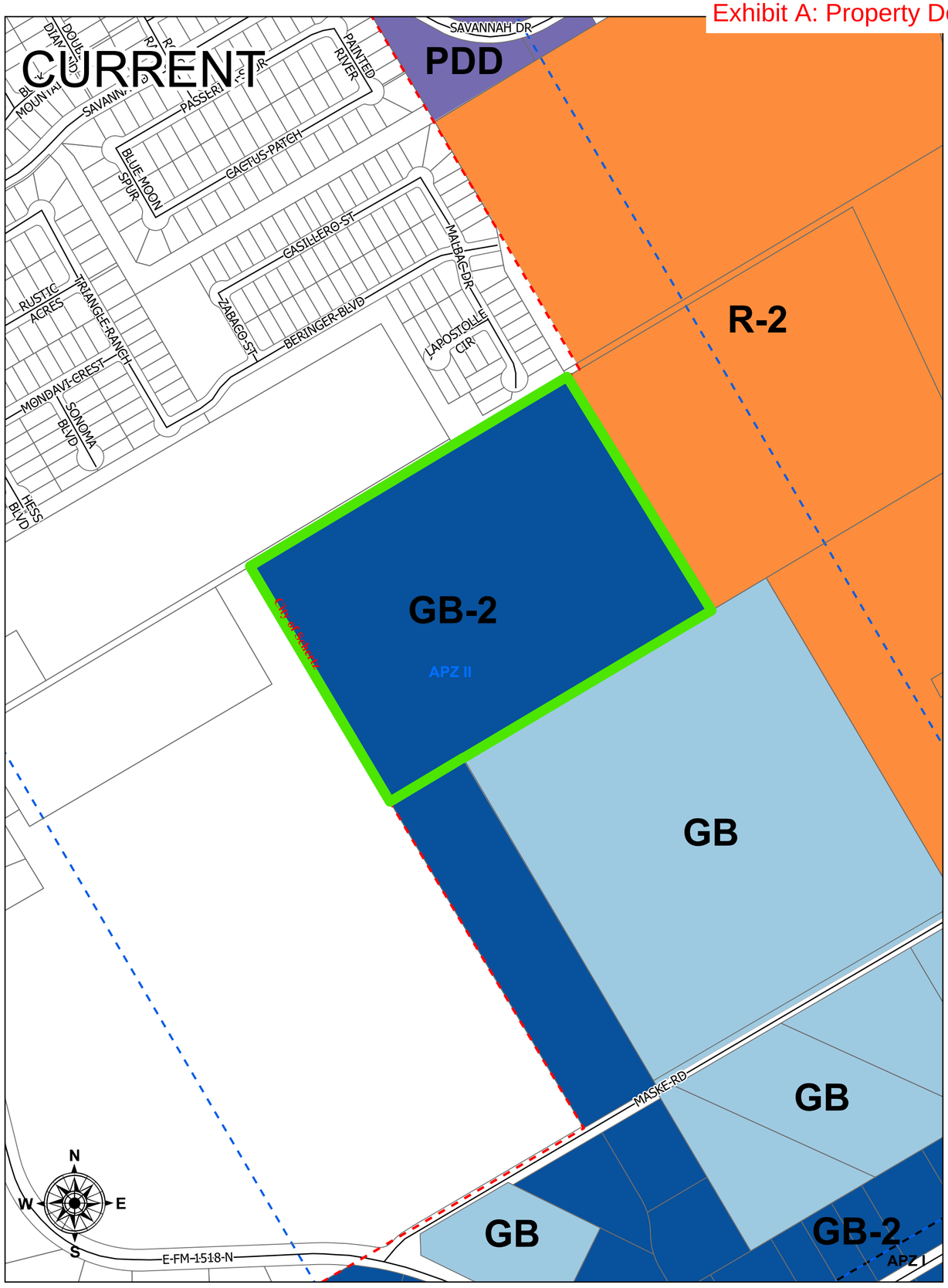
Chris Walterscheidt 04/24/2025

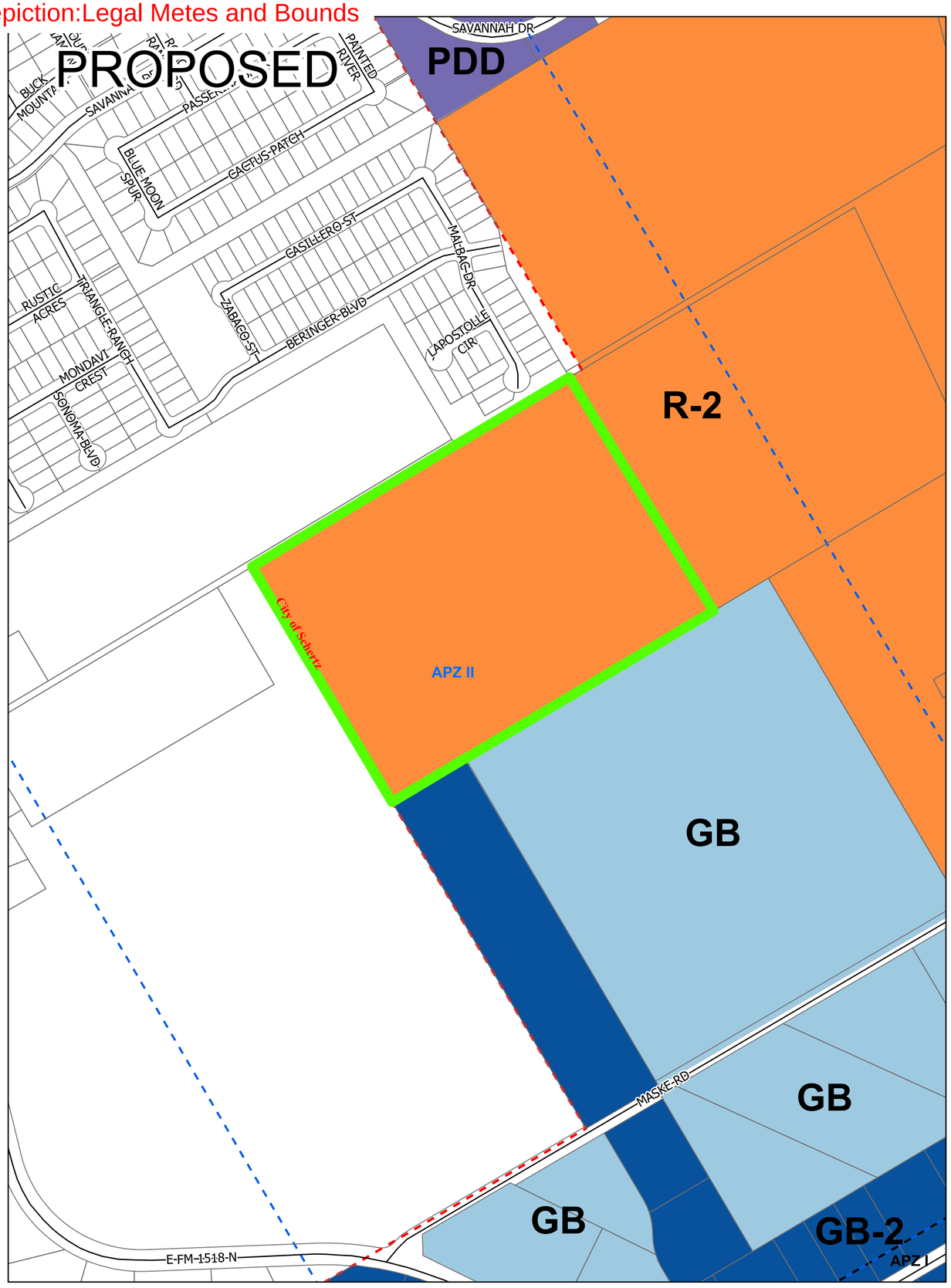
CHRIS WALTERSCHEIDT
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6180
CUDE ENGINEERS
4122 POND HILL ROAD, SUITE 101
SAN ANTONIO, TEXAS 78231
TBPELS FIRM NO. 10048500
TBPE FIRM NO. 455
JOB NO. 04451.000

STATE OF TEXAS REGISTERED CHRIS WALTERSCHEIDT 6180 PROFESSIONAL LAND SURVEYOR

Exhibit “B”
Zoning Exhibit

Exhibit A: Property Depiction:Legal Metes and Bounds





SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last Update: Aug 26, 2025

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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.

PROPOSED ZONE CHANGE

GUADALUPE COUNTY
PARCEL ID:
64558

Zoning District

- (PRE) Pre-Development
- (PDD) Planned Development
- (PUB) Public Use
- (R-A) Single-family Residential/Agricultural
- (R-1) Single-Family Residential
- (R-2) Single-Family Residential
- (R-3) Two-Family Residential
- (R-4) Apartment/Multi-Family Residential
- (R-6) Single-family Residential
- (R-7) Single-family Residential
- (AD) Agricultural District
- (GH) Garden Home/Single-Family Residential (Zero Lot Line)
- (TH) Townhome
- (MHS) Manufactured Home Subdivision
- (MHP) Manufactured Home Parks
- (GB) General Business
- (GB-2) General Business II
- (NS) Neighborhood Services
- (OP) Office and Professional
- (MSMU) Main Street Mixed Use
- (MSMU-ND) Main Street Mixed Use New Development
- (M-1) Manufacturing (Light)
- (M-2) Manufacturing (Heavy)
- (DVL) Development Agreement (Delayed Annexation)
- Zoning Project

0 250 500 1,000 1,500 2,000 Feet



N
W E
S

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

PARCEL ID:
64558

Highways
Major Roads
Minor Roads

Freeway
Principal Arterial
Planned Principal Arterial
Secondary Arterial
Planned Secondary Arterial
Secondary Rural Arterial

Planned Secondary Rural Arterial
Residential Collector
Planned Residential Collector
Planned Commercial Collector B
Commercial Collector A
Planned Commercial Collector A

1" 2" 3" 4" 6"
8" 10" 12" 16" 18"
20" 24" 30" 36" Unknown

Schertz Gravity
Schertz Pressure
Neighboring Gravity
Private Pressure

Hydrant
Manholes
CCMA Lift Station
Private Lift Station

Schertz Lift Station
CCMA Treatment Plant
Schertz Treatment Plant

County Boundaries
Schertz Municipal Boundary
ETJ

0 150 300 600 900
Feet



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

City of Schertz

Parcel ID:
64558

Project Boundary
City Limits
Schertz ETJ Boundary
200' Buffer

Air Installation Compatible Use Zone
Accident Potential Zones
APZ I
APZ II
Clear Zone

N W E S

0 150 300 600 900 Feet

Last update: July 10th, 2025

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall The City of Schertz be liable for any special, indirect, or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.

Reply Form:

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I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20250062**

COMMENTS: We do not want more traffic !!!

NAME: Antonio Garza SIGNATURE
(PLEASE PRINT)

STREET ADDRESS: 3008 Lapostolle Cir

DATE: 09/18/25

From: Christopher Duffett
Sent: Tuesday, September 16, 2025 12:11 PM
To: Daisy Marquez
Cc: Carolee Hinojosa; Melanie Cofressi
Subject: OPPOSITION to PLZC20250062 and concerns over current zone change proposal

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon,

My name is Chris Duffett I am on the board of directors for the Kensington Ranch Homeowners Association representing 916 homeowners in Schertz and Selma. Additionally, I am a resident of Schertz.

It has been brought to our attention through public notice that a plot near our neighborhood is under consideration for rezoning from GB-2 to R-2. This is zone change case is PLZC20250062.

Our association has many concerns with this zone change. First it is our belief, given past land-developer efforts in this zone, this zone change request will ultimately be used to connect this plot to two adjacent properties to open this area for large-scale residential development.

This property (map attached) is currently land-locked and rezoning this plot to R-2 will connect the three plots into a potential large R-2 community. Development of these three plots into a single community would have a significant negative impact on traffic, utilities and infrastructure in this area.

Unfortunately, it is our association's experience with other development planning efforts in Schertz, Selma and Universal City, that minimal impact studies (education, APZ, traffic, utilities, etc.) are completed prior to these plots being approved/developed.

Additionally, inter-city coordination is lacking-- as was evidenced with the Universal City synchronization on the proposed Cibolo Farms joint development (PLZC20240256) earlier this year. This lack of coordination and fore thought eventually led to this specific rezone being voted down at council. One key aspect to its failure was its encroachment of the APZ.

This proposed rezone (PLZC20250062) encourages development in a zone that would have significant negative impact on traffic, utilities and infrastructure and was specifically highlighted as an AREA OF HIGHEST CONCERN in the 2017 JBSA – Randolph AICUZ study.

According to the 2017 JBSA – Randolph AICUZ study (link below), this area is in direct conflict of the APZ-II. Furthermore, Appendix A-3 Land Use Compatibility tables (attached) defines APZ-II recommended usage for single units detached as "RECOMMENDED" but with a density recommendation of a "Maximum density of two dwelling unit/acre". All other single detached units are simply NOT RECOMMENDED. Additionally, the Land Use Compatibility Analysis (Fig 6.7 – attached) highlights this area labeled as the "Universal City ETJ" as an "AREA OF HIGHEST CONCERN FOR FUTURE DEVELOPMENT".

The language could not be clearer, JBSA does not support more development in the APZ-II. With the introduction of the new T-7A aircraft, new flying volume at the base and the economic impact, the positive relationship amongst the city of Schertz, JBSA-Randolph and the Department of the Air Force must be cultivated and maintained.

Approving rezoning action that promotes development in areas JBSA-Randolph has listed as an "AREA OF HIGHEST CONCERN FOR FUTURE DEVELOPMENT" does not cultivate or maintain that relationship.

Kensington Ranch consists of citizens of both Schertz and Selma; our community has always been united when working with both of our cities. We love our respective cities and want to see our homes and families' flourish.

To be clear, we understand change and development will happen. However, this or any future development cannot occur in a vacuum or independent of inter-city coordination and community partner desires.

The members of Kensington Ranch request both the PNZ commission and Schertz City Council deny the request for the rezone of PLZC20250062.

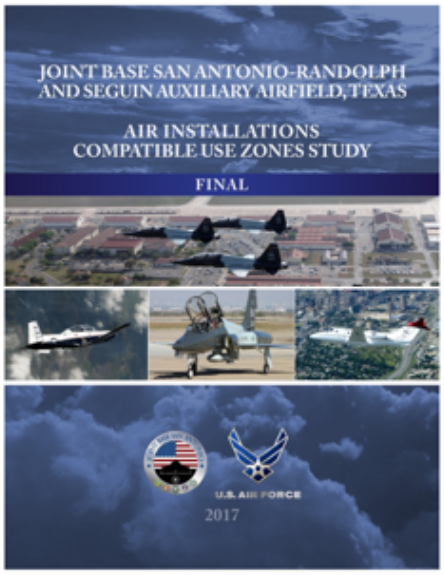
Respectfully,

Chris Duffett

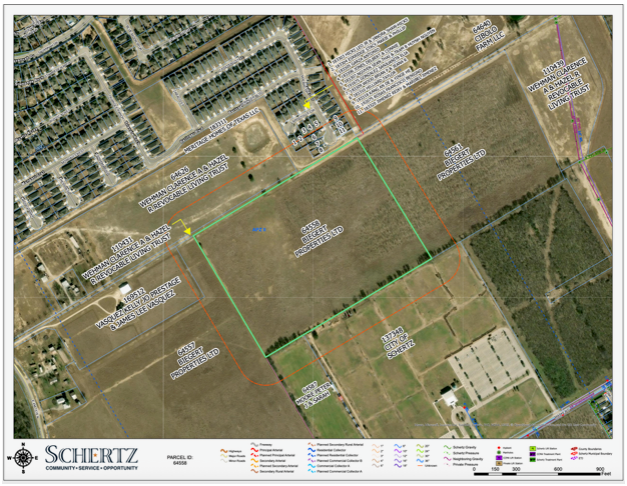
Board Member, Kensington Ranch Homeowners Association

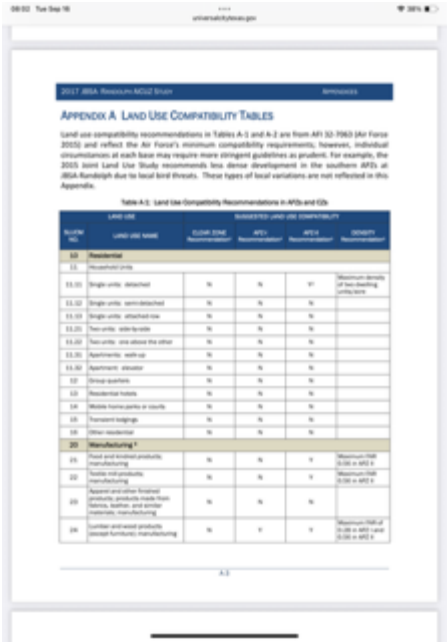
3400 Woodlawn Farms

Schertz, Texas. 78154



FINAL Randolph AICUZ Study
PDF Document · 38.5 MB





2017 JBSA Randolph AICUZ Study

Appendix A Land Use Compatibility Tables

Land use compatibility recommendations in Tables A-1 and A-2 are from AFI 32-7063 (Air Force 2015) and reflect the Air Force's minimum compatibility requirements; however, individual circumstances at each base may require more stringent guidelines as prudent. For example, the 2015 Joint Land Use Study recommends less dense development in the southern APZs at JBSA-Randolph due to local bird threats. These types of local variations are not reflected in this Appendix.

Table A-1: Land Use Compatibility Recommendations in APZs and CZs

LAND USE		SUGGESTED LAND USE COMPATIBILITY			
IkonTM NO.	LAND USE NAME	CLEAR ZONE Recommendation[1]	APZ I Recommendation[1]	APZ II Recommendation[1]	DENSITY Recommendation[2]
10	**Residential**				
11	Household Units				
11.11	Single units: detached	N	N	Y[3]	Maximum density of two dwelling units/acre
11.12	Single units: semi-detached	N	N	N	
11.13	Single units: attached row	N	N	N	
11.21	Two units: side-by-side	N	N	N	
11.22	Two units: one above the other	N	N	N	
11.31	Apartments: walk-up	N	N	N	
11.32	Apartments: elevator	N	N	N	
12	Group quarters	N	N	N	
13	Residential hotels	N	N	N	
14	Mobile home parks or courts	N	N	N	
15	Transient lodgings	N	N	N	
16	Other residential	N	N	N	
20	**Manufacturing** [4]				
21	Food and kindred products; manufacturing	N	N	Y	Maximum FAR 0.56 in APZ II
22	Textile mill products; manufacturing	N	N	Y	Maximum FAR 0.56 in APZ II
23	Apparel and other finished products; products made from fabrics, leather, and similar materials; manufacturing	N	N	N	
24	Lumber and wood products (except furniture); manufacturing	N	Y	Y	Maximum FAR of 0.28 in APZ I and 0.56 in APZ II

A-2



69 of 117

2017 JBSA Randolph AICUZ Study — Chapter 6: Land Use Compatibility Analysis

Figure 6-7: Areas of Compatibility Concerns, JBSA-Randolph

33

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

September 17, 2025

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, October 1st, 2025** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and act upon the following item:

PLZC20250062 - Hold a public hearing and make a recommendation on a zone change request on approximately 32 acres of land from General Business District- II (GB-2) to Single-Family Residential District (R-2), known as Guadalupe Property Identification Number 64558, City of Schertz, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Daisy Marquez, Planner at 1400 Schertz Parkway, Bldg. 1, Schertz, Texas 78154, or by e-mail planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, Planner directly at (210) 619-1782.

Sincerely,

Daisy Marquez
Planner

Reply Form:

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I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **PLZC20250062**

COMMENTS: _____

NAME: Peter S. Velasco SIGNATURE Peter S. Velasco
(PLEASE PRINT)

STREET ADDRESS: 520 Rua de Matta, San Antonio, TX 78232

DATE: 9-30-25

* Owner of 28.329 acres on Maske Road out of the Torbio Herrera Survey No. 68, Abstract No. 153, Guadalupe County, Tx

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

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I am: in favor of ☑ opposed to ☐ neutral to ☐ the request for **PLZC20250062**

COMMENTS: _____

NAME: Brenda Biegert Prestage SIGNATURE B Prestage
(PLEASE PRINT)

STREET ADDRESS: 3112 FM 1518 Schertz

DATE: 9-22-2025

I am one of the general partners of Biegert Properties.

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

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I am: in favor of ☐ opposed to ☑ neutral to ☐ the request for **PLZC20250062**

COMMENTS: I was told they were not going to build anymore it is the reason why I bought this land.

NAME: Janora Shaw-Hicks (PLEASE PRINT) SIGNATURE Janora Shaw-Hicks

STREET ADDRESS: 3016 Lapostolle Circle, Schertx 78154

DATE: 9-22-25

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

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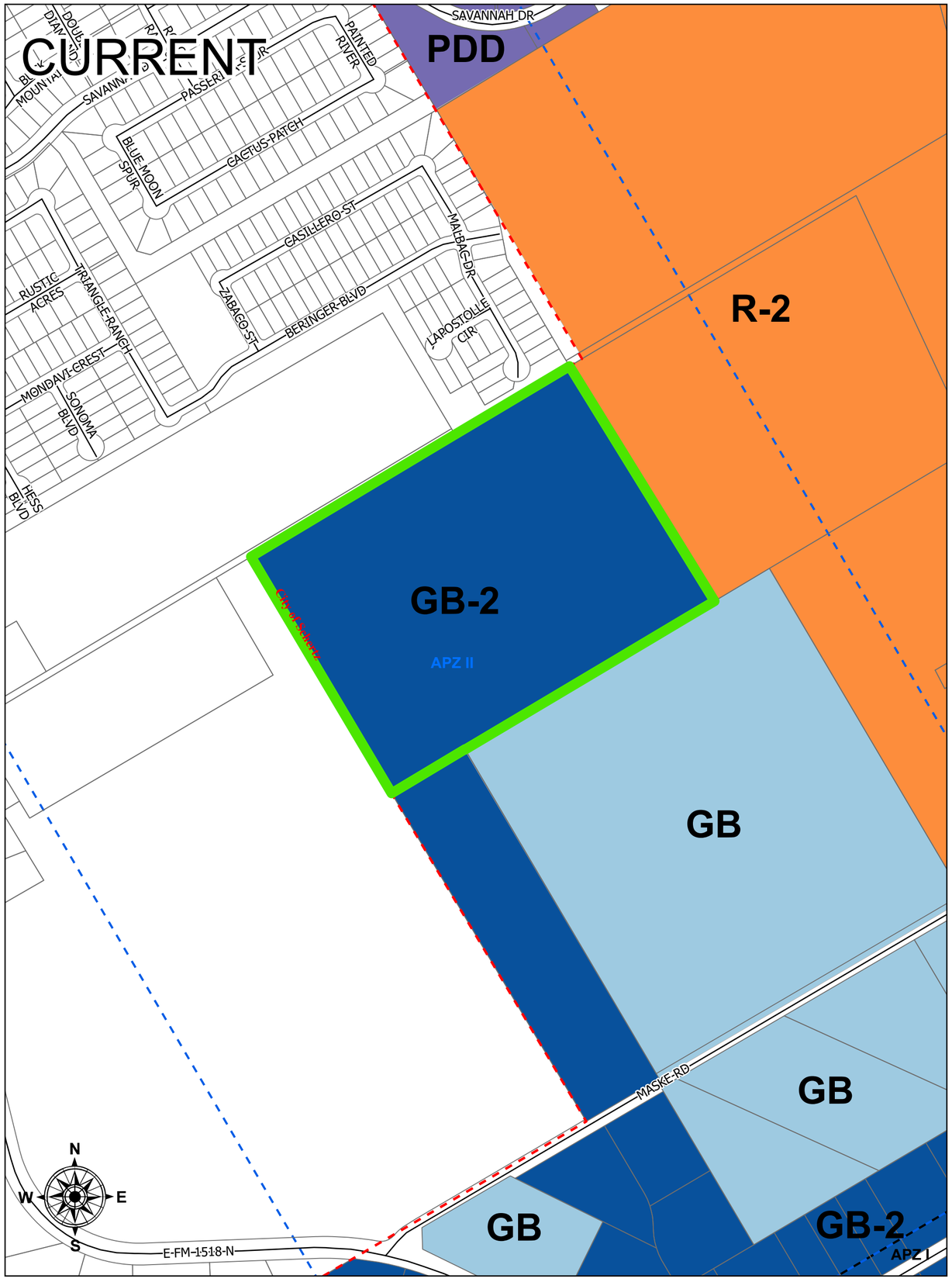
I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **PLZC20250062**

COMMENTS: _____

NAME: STEWART ARMSTRONG (PLEASE PRINT) SIGNATURE: Stewart L Armstrong

STREET ADDRESS: 3327 FM 1518 Schertz, TX 78154

DATE: 9-30-25





SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last Update: Aug 26, 2025

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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- (R-6) Single-family Residential
- (R-7) Single-family Residential
- (AD) Agricultural District
- (GH) Garden Home/Single-Family Residential (Zero Lot Line)
- (TH) Townhome
- (MHS) Manufactured Home Subdivision
- (MHP) Manufactured Home Parks
- (GB) General Business
- (GB-2) General Business II
- (NS) Neighborhood Services
- (OP) Office and Professional
- (MSMU) Main Street Mixed Use
- (MSMU-ND) Main Street Mixed Use New Development
- (M-1) Manufacturing (Light)
- (M-2) Manufacturing (Heavy)
- (DVL) Development Agreement (Delayed Annexation)
- Zoning Project

0 250 500 1,000 1,500 2,000 Feet

DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINTBASE SAN ANTONIO

9 April 2025

MEMORANDUM FOR CITY OF SCHERTZ

FROM: 502 ABW/CMI
JBSA Installation Mission Sustainment
2080 Wilson Way
Fort Sam Houston, TX 78234

SUBJECT: Joint Base San Antonio review of Zoning Case PLZC20250062 Proposed Rezone to R-2 in APZ II

1. PLZC20250062 Proposed Rezone to R-2 in APZ II has been reviewed by JBSA-RND organizations. JBSA recommends addressing the following comments before moving forward in the planning and development process.

a. Proposed City of Schertz R2 Zoning Category would permit minimum 8,400 sq ft (70'x120') lots within APZ II. At 25-acres, the proposed zoning category of R2 could permit up to 129 lots. The proposed exhibit displays 77 units within the subject 25-acre portion of the proposed MDP, bringing the proposed density to 3.08 du/acre. This exceeds the recommended compatible maximum density of 2 du/acre within APZ II per the 2017 RND AFB AICUZ Land Use Compatibility Tables, SLUCM no. 11, Residential, Single units: detached. Request clarification from applicant on total proposed units within 25-acre portion of APZ II.

b. Recommend referencing City of San Antonio MLOD lighting standards at: https://library.municode.com/tx/san_antonio/codes/unified_development_code?nodeId=ARTIIIZO_DIV4OVDI_S35-339.04MILIOVDI, or most current City of San Antonio MLOD ordinance, related to development within 5-miles of a military installation and compliance with applicable City of Schertz lighting ordinances.

c. The subject 25-acre site is directly below the primary approach/departure, and turn to final, flight tracks of RND AFB runway 15R/33L; expect regular and increasing levels of noise.

d. To mitigate potential interference with existing JBSA operational systems, please coordinate with 502 CS Spectrum Manager prior to use of any Spectrum dependent systems (i.e.: two-way radio communications, or any type of wireless technologies) during construction. If applicable, coordination requested by facility user prior to installation/use of any Spectrum dependent commercial or manufacturing equipment.

e. Any proposed exterior construction plans, construction or alteration projects which include vertical elements (equipment: cranes, towers: communication or water) may require FAA review to verify no hazard to flight navigation prior to issuance of any construction permits.

FAA CFR Title 14 Part 77 Notice Criteria Tool that can be utilized to aid in FAA notification requirements can be found here: https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp?action=showNoNoticeRequiredToolForm

Further FAA guidance is also available here: https://www.faa.gov/documentLibrary/media/Form/FAA_Form_7460-1_042023.pdf

f. The FAA recommends criteria of land-use practices in their Advisory Circular 150/5200- 33C, Hazardous Wildlife Attractants on or Near Airports, which is applicable to properties within five miles of JBSA-Randolph. To reduce the exposure to aircraft-wildlife strikes, please use the link below to access this publication and use the information to help reduce wildlife-attractant features near airports. Unwavering consideration for this aviation safety hazard is vital.https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/doc umentnumber/150_5200-33.

2. The items presented above are efforts to enhance the safety of the community and minimize noise impacts due to the proximity of low flying aircraft. Improperly managed development may create unnecessary risk to both the community and flight operations as well as affect the overall capability of the military at this location.

3. Point of contact for this action is Sean R. Greszler, AICP, 502 ABW/CMI. He can be reached at 210-808- 7549 or by email at sean.greszler.1@us.af.mil or through the 502d ABW Community Initiatives organization email box at 502ABW.ABW.Community_initiative@us.af.mil.

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Date: 2025.04.11 14:23:05 -05'00'

MR. TIM WOLIVER, GS-14, USAF
Executive Director, Community and Mission Integration, JBSA & 502 ABW

DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINTBASE SAN ANTONIO

22 May 2025

MEMORANDUM FOR CITY OF SCHERTZ

FROM: 502 ABW/CMI
JBSA Installation Mission Sustainment
2080 Wilson Way
Fort Sam Houston, TX 78234

SUBJECT: Joint Base San Antonio review of PLZC20250062- Proposed Rezone to R-2 in APZ II-Updated Application

1. PLZC20250062- Proposed Rezone to R-2 in APZ II-Updated Application has been reviewed by JBSA-RND organizations. JBSA recommends addressing the following comments for consideration in the planning and development process.

a. Approximately 32-acres of the subject tract are located w/in JBSA RND runway 15L/33R Accident Potential Zone II (APZ II). Per the 2017 RND AFB Air Installation Compatible Use Zones (AICUZ) study, maximum recommended density for single-family land uses w/in APZII is not to exceed 2 dwelling units/acre. JBSA recommends application of the above 2 dwelling units/acre single-family land use maximum density as applied to the subject 32-acre parcel, through the establishment of the appropriate, flexible, City of Schertz Zoning District as identified within Article 5, Sec. 21.5.9. – Special Districts, of The City of Schertz Unified Development Code.

https://www.jbsa.mil/Portals/102/Documents/Environmental%20PA/FINAL%20Randolph%20AICUZ%20Study.pdf

b. Expect regular, increasing levels of noise generated from flying training activities at JBSA RND due to the subject tract proximity to and directly under RND runway 15L/33R primary approach departure and turn to final approach.

c. Recommend referencing City of San Antonio MLOD lighting standards at: https://library.municode.com/tx/san_antonio/codes/unified_development_code?nodeId=ARTIIIZO_DIV4OVDI_S35-339.04MILIOVDI, or most current City of San Antonio MLOD ordinance, related to development within 5-miles of a military installation and compliance with applicable City of Schertz lighting ordinances.

d. To mitigate potential interference with existing JBSA operational systems, please coordinate with 502 CS Spectrum Manager prior to use of any Spectrum dependent systems (i.e.: two-way radio communications, or any type of wireless technologies) during construction. If applicable, coordination requested by facility user prior to installation/use of any Spectrum dependent commercial or manufacturing equipment.

e. Any proposed exterior construction plans, construction or alteration projects which include vertical elements (equipment: cranes, towers: communication or water) may require FAA review to verify no hazard to flight navigation prior to issuance of any construction permits.

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   Further FAA guidance is also available here: https://www.faa.gov/documentLibrary/media/Form/FAA_Form_7460-1_042023.pdf

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3. Point of contact for this action is Sean R. Greszler, AICP, 502 ABW/CMI. He can be reached at 210-808- 7549 or by email at sean.greszler.1@us.af.mil or through the 502d ABW Community Initiatives organization email box at 502ABW.ABW.Community_initiative@us.af.mil.

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MR. TIM WOLIVER, GS-14, USAF
Executive Director, Community and Mission Integration, JBSA & 502 ABW

An Example Not Received By This APPLICATION

DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINTBASE SAN ANTONIO

12 May 2025

MEMORANDUM FOR CITY OF SCHERTZ

FROM: 502 ABW/CMI
JBSA Installation Mission Sustainment
2080 Wilson Way
Fort Sam Houston, TX 78234

SUBJECT: Joint Base San Antonio review of Zone Change in APZ II PLZC20250094-Maske Road Business Park (36 & 40 Maske Road)

1. Zone Change in APZ II PLZC20250094-Maske Road Business Park (36 & 40 Maske Road) has been reviewed by JBSA-RND organizations. JBSA affirmatively recommends the proposed zoning change is permitted, however, there are additional comments for consideration in planning and development.

a. Subject parcel is located within Randolph AFB Accident Potential Zone II (APZ II). Per the 2017 RND Air Installations Compatible Use Zones (AICUZ) study, Warehousing and storage services, SLUCM No. 63.7, is permitted within APZ II with a maximum Floor-to-Area Ratio (FAR) of 2.0. Retail trade, SLUCM No. 50, is generally permitted within APZ II with a maximum FAR of .28. The majority of Office services, to include Misc Services (SLUCM no. 69) are permitted w/in APZ II with maximum FAR of .22. Additionally, due to the proximity to the primary approach/departure flight tracks of RND AFB, expect regular and increasing levels of noise.

https://www.jbsa.mil/Portals/102/Documents/Environmental%20PA/FINAL%20Randolph%20AICUZ%20Study.pdf

b. Recommend referencing City of San Antonio MLOD lighting standards at: https://library.municode.com/tx/san_antonio/codes/unified_development_code?nodeId=ARTIIIZO_DIV4OVDI_S35-339.04MILIOVDI, or most current City of San Antonio MLOD ordinance, related to development within 5-miles of a military installation and compliance with applicable City of Schertz lighting ordinances.

c. To mitigate potential interference with existing JBSA operational systems, please coordinate with 502 CS Spectrum Manager prior to use of any Spectrum dependent systems (i.e.: two-way radio communications, or any type of wireless technologies) during construction. If applicable, coordination requested by facility user prior to installation/use of any Spectrum dependent commercial or manufacturing equipment.

d. Any proposed exterior construction plans, construction or alteration projects which include vertical elements (equipment: cranes, towers: communication or water) may require FAA review to verify no hazard to flight navigation prior to issuance of any construction permits.

An Example Not Received By This APPLICATION

FAA CFR Title 14 Part 77 Notice Criteria Tool that can be utilized to aid in FAA notification requirements can be found here: https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp?action=showNoNoticeRequiredToolForm

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e. The FAA recommends criteria of land-use practices in their Advisory Circular 150/5200- 33C, Hazardous Wildlife Attractants on or Near Airports, which is applicable to properties within five miles of JBSA-Randolph. To reduce the exposure to aircraft-wildlife strikes, please use the link below to access this publication and use the information to help reduce wildlife-attractant features near airports. Unwavering consideration for this aviation safety hazard is vital.https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/doc umentnumber/150_5200-33.

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Date: 2025.05.13 15:25:14 -05'00'

MR. TIM WOLIVER, GS-14, USAF
Executive Director, Community and Mission Integration, JBSA & 502 ABW

Patrick W. Christensen
Attorney At Law

Patrick W. Christensen
Attorney at Law
patrick@christensensatx.com

315 E Commerce, Suite 304
San Antonio, Texas 78205
Telephone: 210.320.2540

July 7, 2025

Planning Department
City of Schertz
1400 Schertz Parkway, Building 1
Schertz, Texas 78154

Re: Revised Letter of Intent for Rezoning Application for the Property Located South of Savannah Drive, Schertz, Texas; Our File No. 9492.006.

Dear City of Schertz:

Attached please find a rezoning application for the Biegert Tract located South of Savannah Drive, Schertz, Texas. The Subject Property is currently zoned "GB-2" General Business. The rezoning application is requesting the R-2 zoning designation. The Subject Property is located within the APZ II.

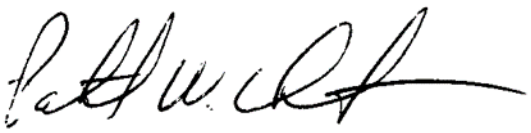
The purpose and intent of the requested rezoning is to allow the vacant property to be developed as a single-family subdivision with a total of 64 lots (2.0 units/acre). The rezoning application is for 32.0 acres of the total 58.07 acre project. The remaining acreage not rezoned will be developed with its current R-2 zoning designation. The developer is willing to record a deed restriction limiting the rezoned area to only 64 single-family homes. Patrick W. Christensen is the owner's authorized agent in this rezoning application.

Additionally, the applicant would like to move forward with the application with the JBSA letter dated May 22, 2025, and signed by Timothy A. Woliver.

In conclusion, the proposed project is compatible with the surrounding single family land uses. This request will not permanently injure the property rights of owner(s) of all real property affected by the proposed zoning change. This request will not adversely affect the health, safety, or welfare of the general public.

If you have any questions, please feel free to contact me.

Sincerely,



BY: _____
Patrick W. Christensen
Attorney at Law

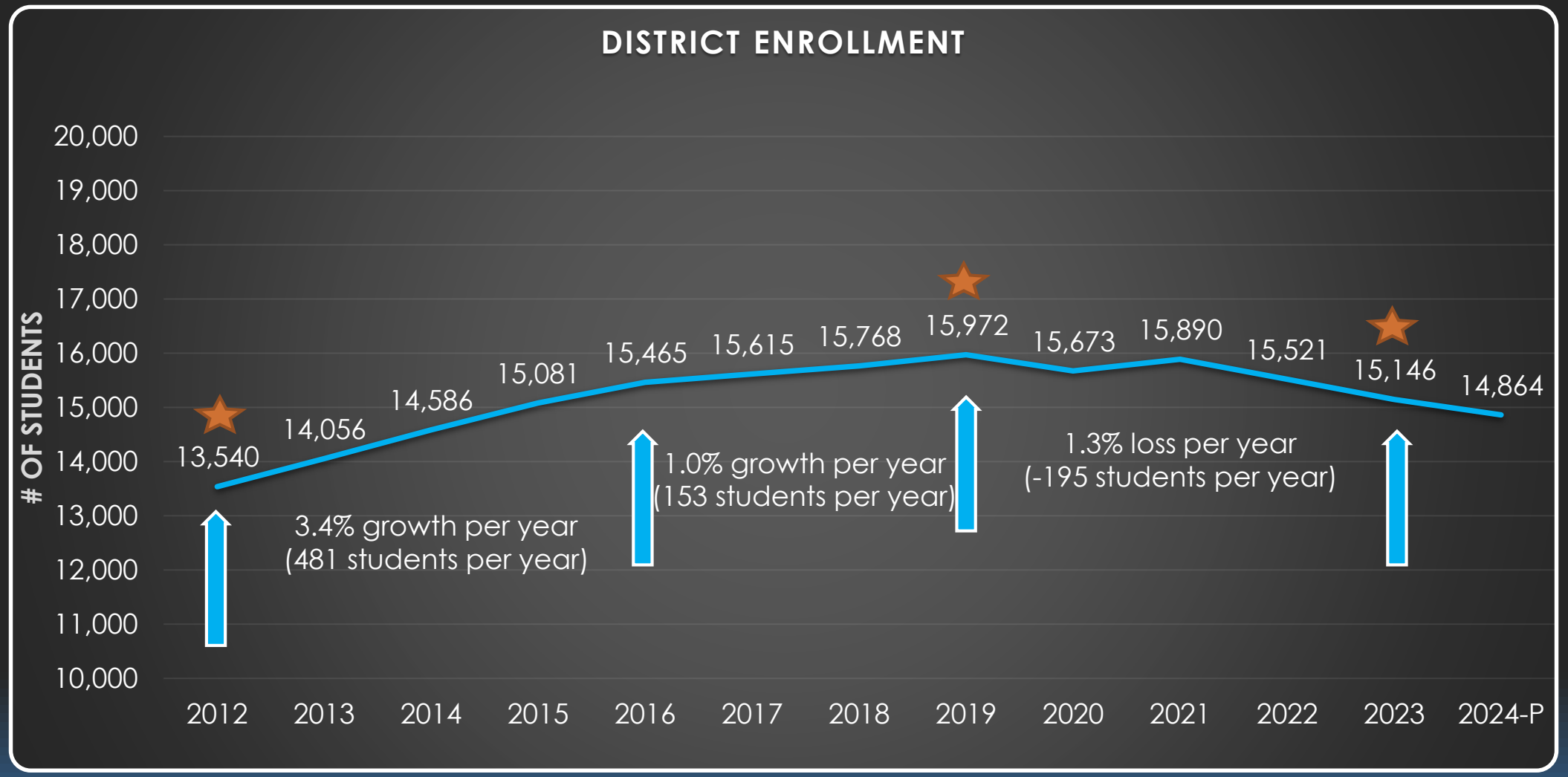
SCHERTZ - CIBOLO - UNIVERSAL CITY ISD

10 YEAR CAMPUS FORECASTING

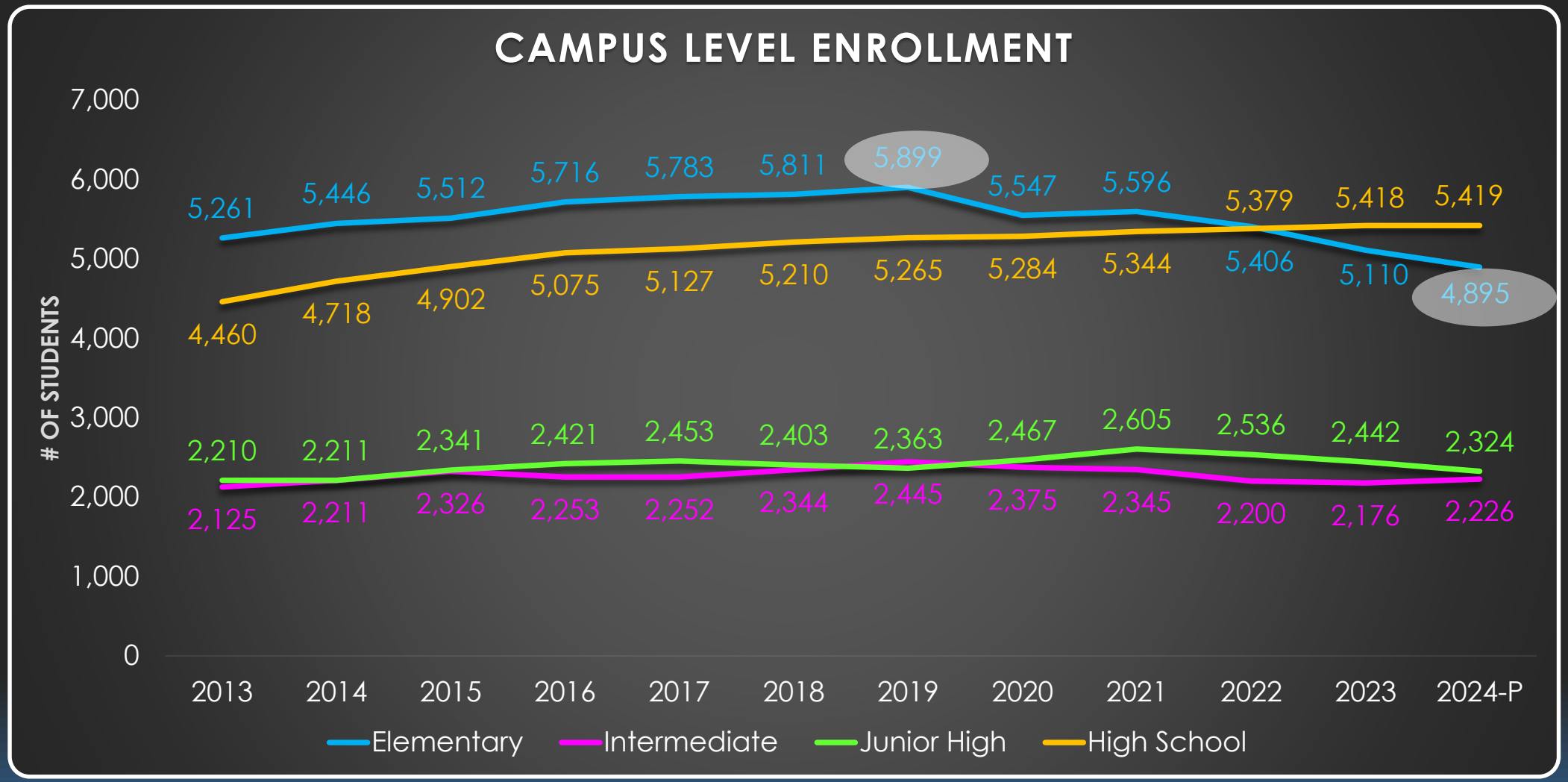
FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity
- Bonding Capacity

HISTORICAL ENROLLMENT



HISTORICAL ENROLLMENT BY CAMPUS LEVEL



ENROLLMENT HISTORY BY LEVEL – OCTOBER

- 2019 to 2023 Enrollment Decrease
  - High School enrollment has remained strong
  - We have added 154 High School students since 2019
  - And Junior High has only lost 39 students since 2019
- Elementary is where we have felt the largest drop in enrollment
  - Specifically, 918 students lost since 2019
  - and 219 students lost at the intermediate level.

STUDENT TRANSFERS

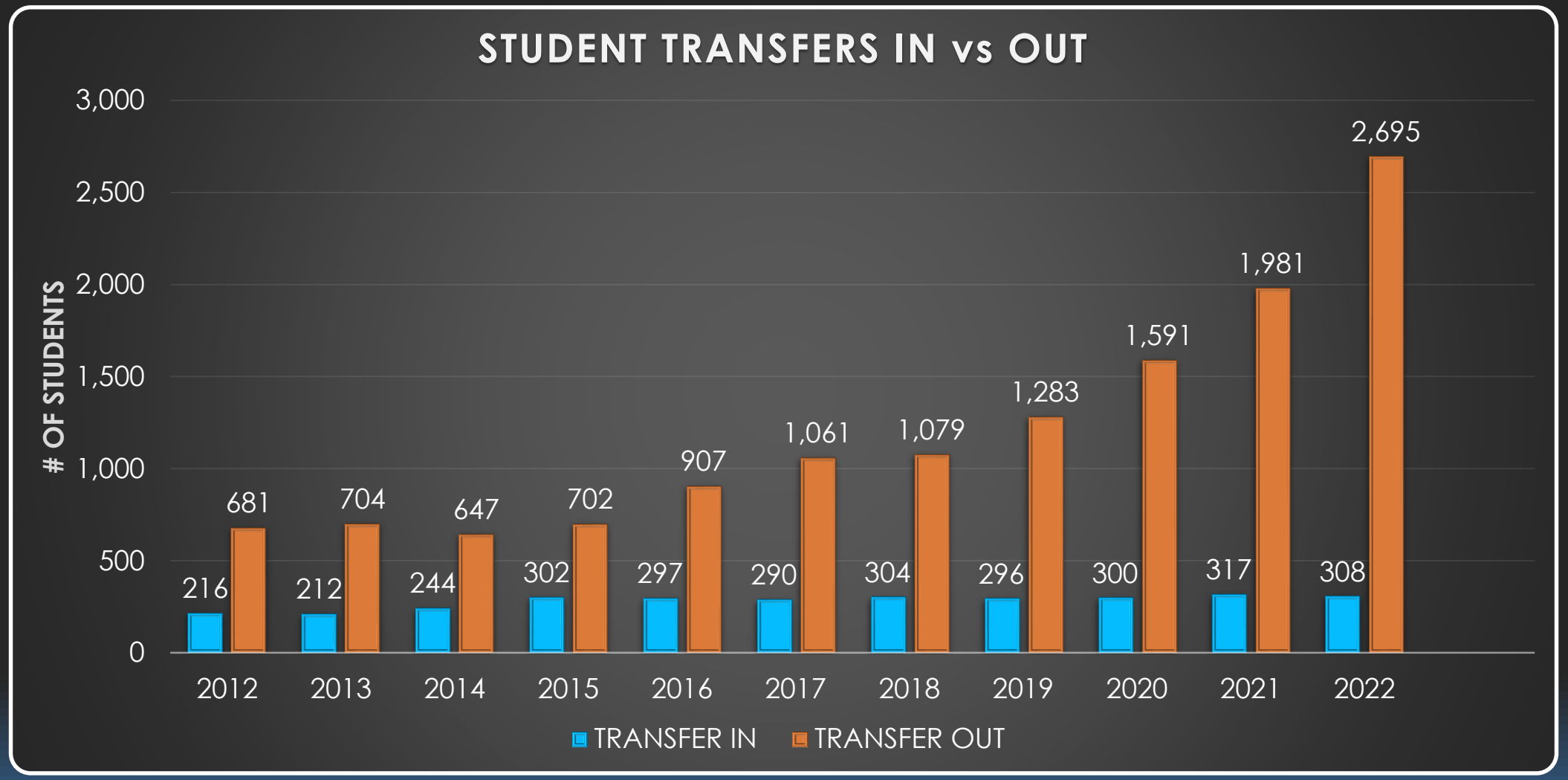
PEIMS YEAR	TRANSFER IN	TRANSFER OUT	DIFFERENCE
2012	216	681	-465
2013	212	704	-492
2014	244	647	-403
2015	302	702	-400
2016	297	907	-610
2017	290	1061	-771
2018	304	1079	-775
2019	296	1283	-987
2020	300	1591	-1291
2021	317	1981	-1664
2022	308	2695	-2387
2023	Data available in March		

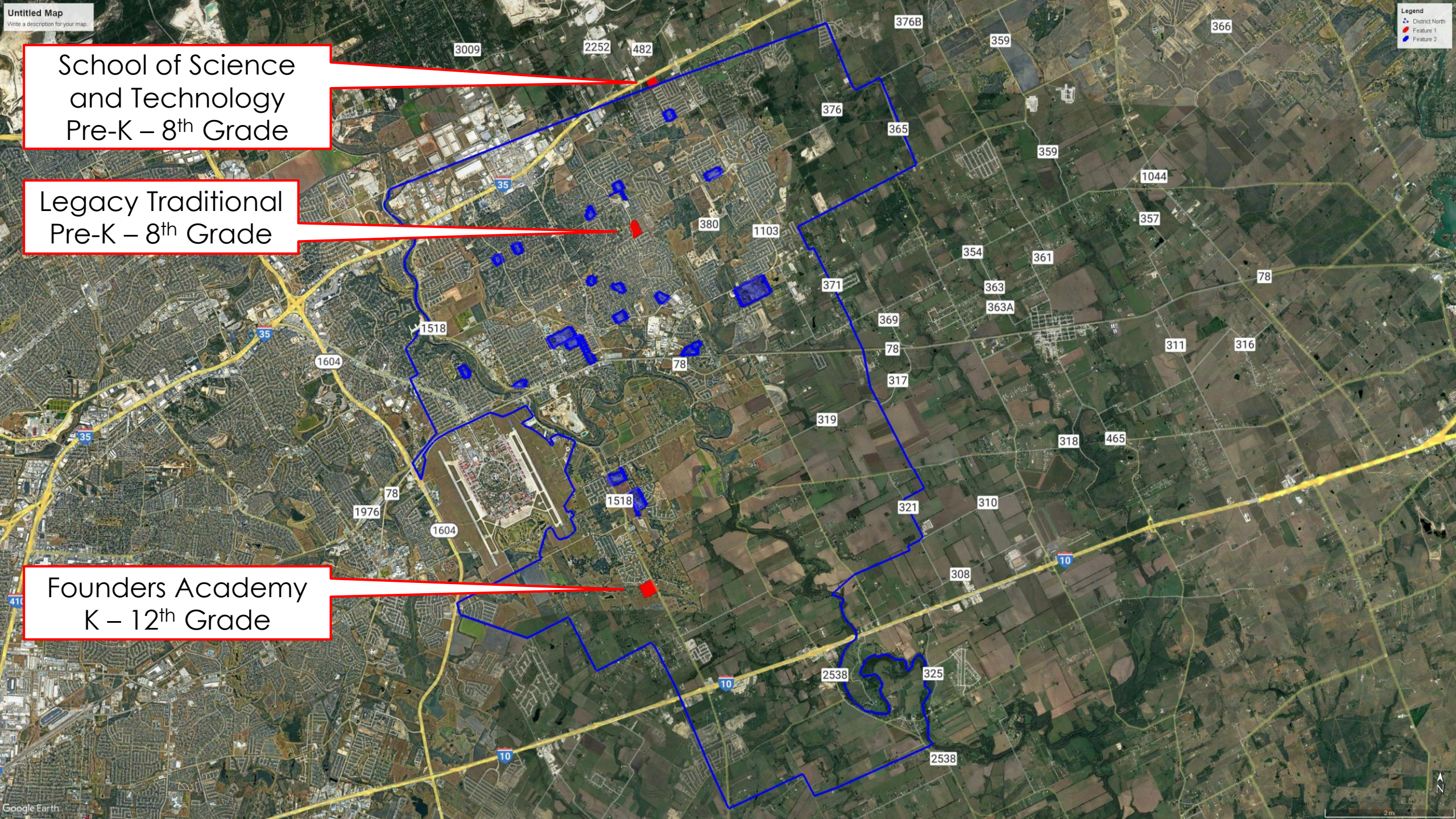
First Year of Founders Charter School →

First Year of School of Science and Technology →

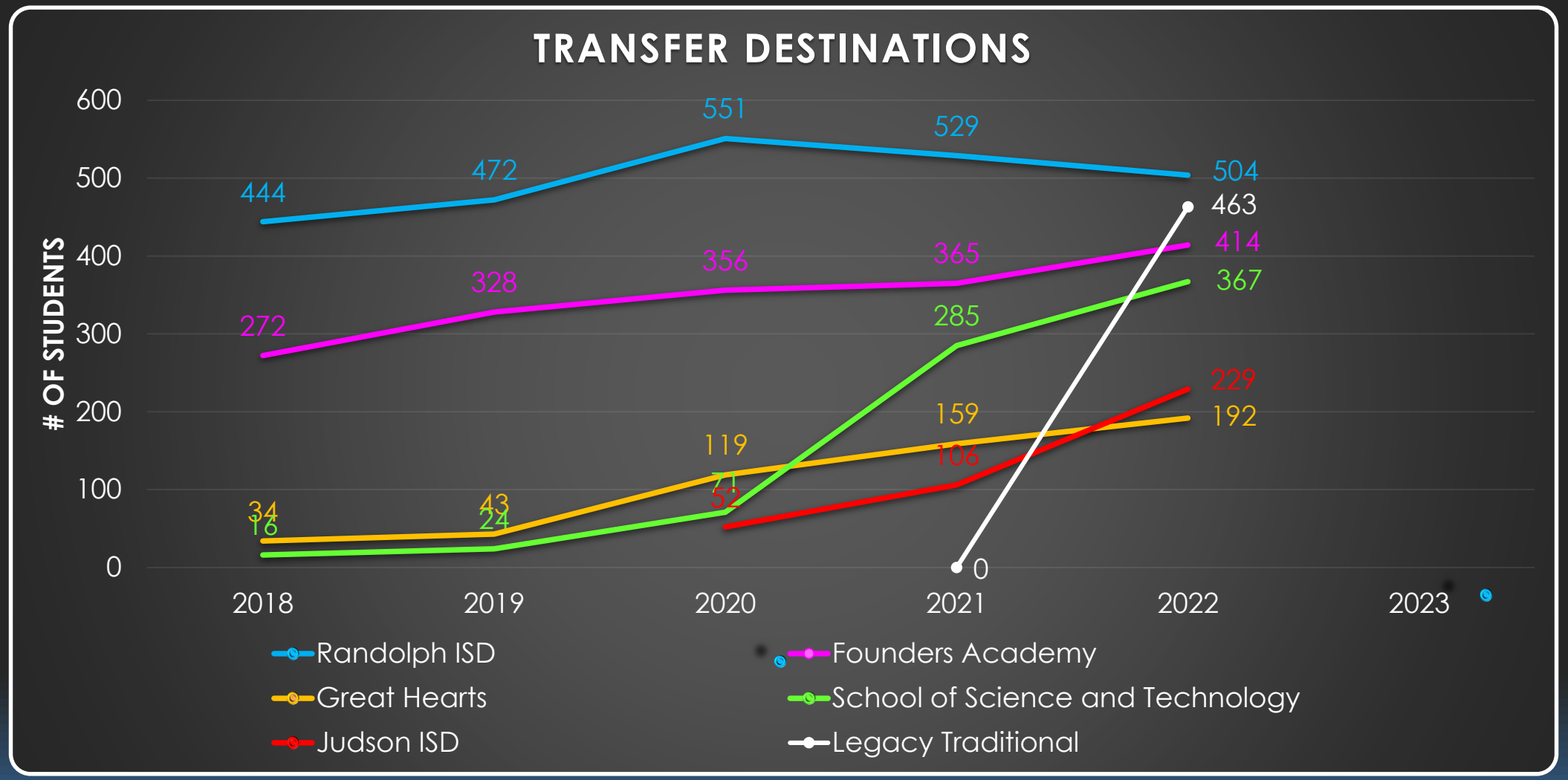
First Year of Legacy Traditional School →

STUDENT TRANSFERS IN VS. OUT

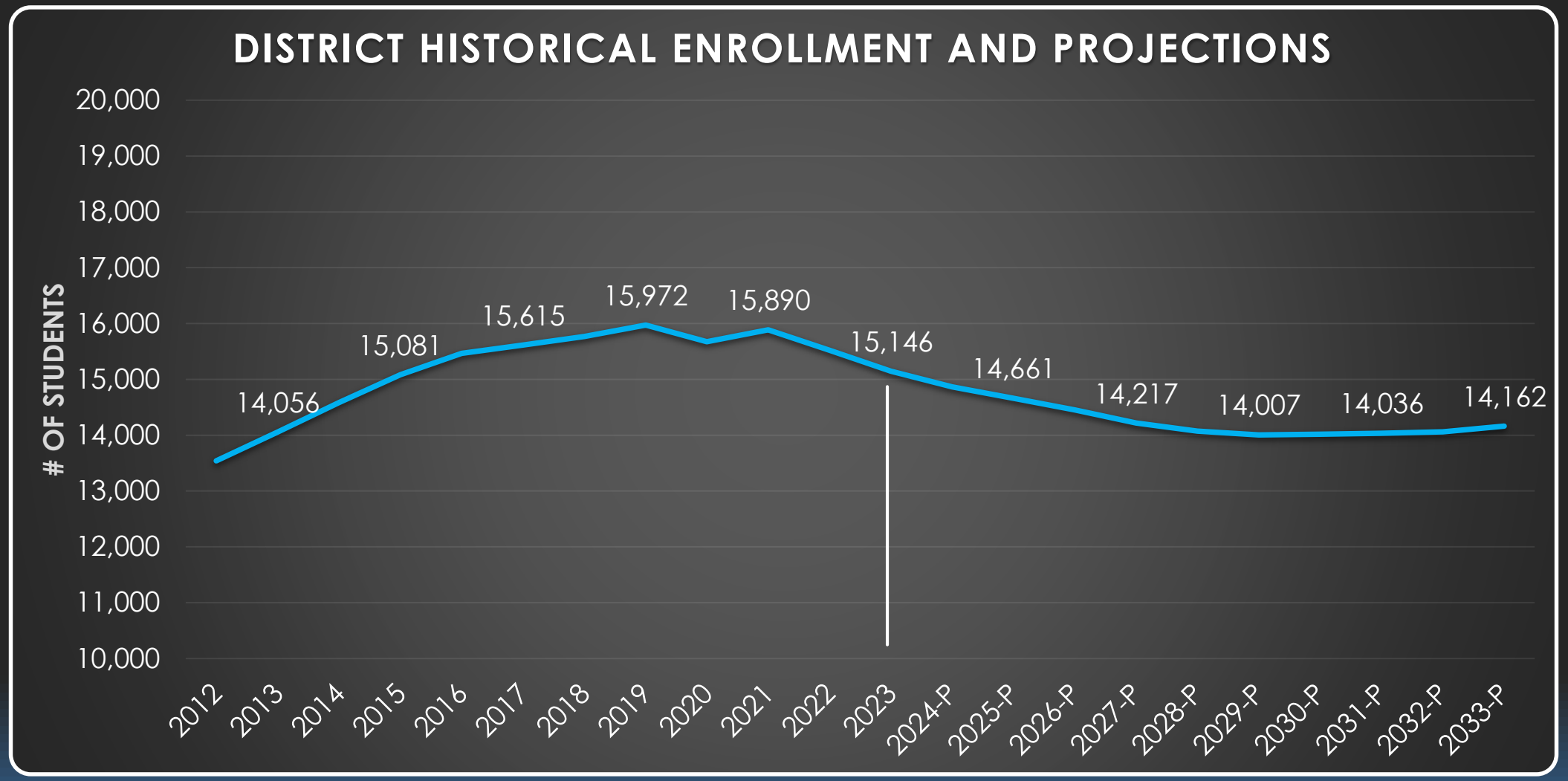



Untitled Map
Write a description for your map.
School of Science and Technology Pre-K – 8th Grade
Legacy Traditional Pre-K – 8th Grade
Founders Academy K – 12th Grade
Legend
District North
Feature 1
Feature 2
3009
2252
482
376B
359
366
376
365
359
1044
380
1103
357
354
361
78
371
363
363A
369
78
1518
1604
78
317
311
316
319
318
465
78
1976
1518
1604
321
310
308
2538
325
2538
35
10
Google Earth
N

MAIN DESTINATIONS FOR TRANSFERS OUT



SO, HOW MANY STUDENTS WILL WE HAVE IN THE FUTURE?



ENROLLMENT PROJECTIONS

- Over the next 6 years our District is projected to lose on average 1.3% of our enrollment annually.
  - Resulting in the potential decline in enrollment of another 1,139 students over the same period
  - Larger graduating classes continue to be replaced with smaller Pre-K and Kinder
  - Growth in Charter enrollment is likely to contribute to the smaller elementary class sizes

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
2023	15,146	-375	-2.42%
2024-P	14,864	-282	-1.86%
2025-P	14,661	-203	-1.37%
2026-P	14,451	-210	-1.43%
2027-P	14,217	-234	-1. 62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

ENROLLMENT PROJECTIONS

- Beginning in 2030 the district is expected to begin adding students
  - Incoming elementary enrollment and graduating classes begin to reach a balance
  - In 2033 we are projected to return to the enrollment we had in 2013

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
2023	15,146	-375	-2.44%
2024-P	14,864	-282	-1.86%
2025-P	14,661	-203	-1.37%
2026-P	14,451	-210	-1.43%
2027-P	14,217	-234	-1. 62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

WHY HAS IT BECOME SO HARD TO PROJECT ENROLLMENT?

- Prior to COVID and area Charter Schools, SCUC was essentially the only option for parents moving into our growing community.
  - When projecting growth, birth rates and housing growth were the only two major variables we had to consider.
- Beginning 2017 with the first area Charter School, parents began to exercise their choice.
  - with COVID we saw virtual learning enter the game and homeschooling became more prevalent
  - Our community also continued to experience aging in place
- Projecting enrollment is much more difficult with these added variables.

FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity

UNDERSTANDING CAMPUS CAPACITY

- Design Capacity
  - Capacity of a campus as architecturally designed with every full-size classroom at full capacity
  - Ex. Sippel Elementary has a design capacity of 750 students
- Functional Capacity
  - Design capacity of a campus minus 10% to account for special programs on a campus that reduce the capacity of a full-size classroom
  - Ex. Sippel Elementary has a functional capacity of 675 students
- Maximum Capacity
  - Campus capacity considering the addition of portable classroom buildings to the design capacity and the number of students the common areas of the campus can support
  - Ex. Sippel Elementary has a maximum capacity of 1058 students

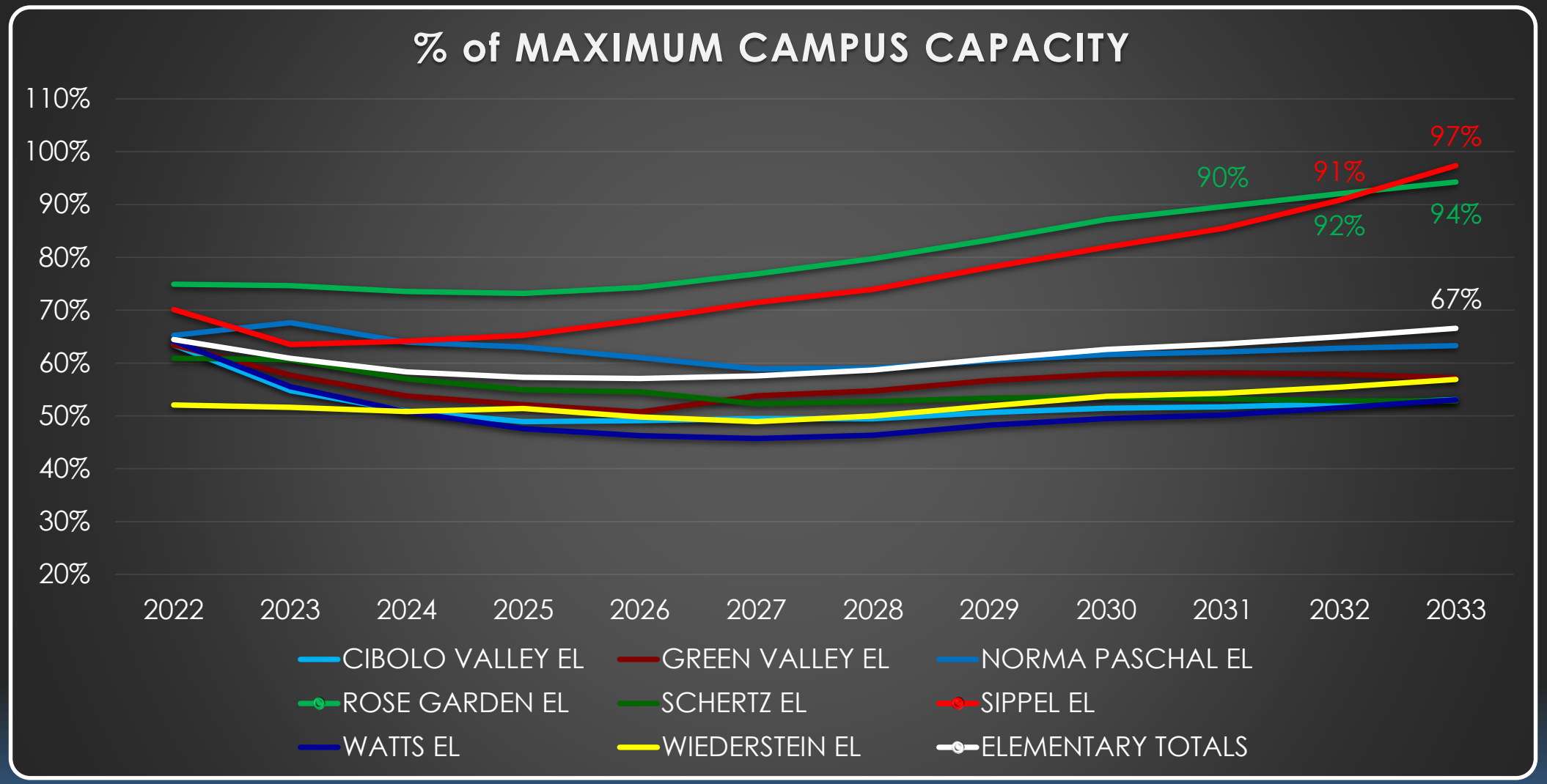
PLANNING USING OUR MAXIMUM CAPACITY

- We begin considering the use of **CAPACITY RELIEF TOOLS** when a campus reaches **90%** of its maximum capacity. The District has several tools at our disposal
- Tools to **REDUCE/MAINTAIN THE ENROLLMENT** of a campus include:
  - Capping enrollment of the campus to new students
  - Moving special programs to campuses with lower enrollments
- Tools to **BALANCE THE ENROLLMENT** at campuses include:
  - Rezoning the attendance boundaries
- Tools to **INCREASE THE CAPACITY** of the campus/district include:
  - Adding portable classroom buildings
  - Adding to or renovating the existing building
  - Building a new campus to the district

ELEMENTARY CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
CIBOLO VALLEY EL	891	1,200	761	657	611	587	589	594	594	608	617	620	627	637
% Max Capacity			63%	55%	51%	49%	49%	49%	49%	51%	51%	52%	52%	53%
GREEN VALLEY EL	673	924	586	533	497	482	469	497	506	524	535	537	535	529
% Max Capacity			63%	58%	54%	52%	51%	54%	55%	57%	58%	58%	58%	57%
NORMA PASCHAL EL	673	924	603	625	591	582	564	544	546	559	569	574	580	585
% Max Capacity			65%	68%	64%	63%	61%	59%	59%	60%	62%	62%	63%	63%
ROSE GARDEN EL	891	1,200	899	896	882	878	891	923	957	999	1,046	1,075	1,104	1,131
% Max Capacity			75%	75%	74%	73%	74%	77%	80%	83%	87%	90%	92%	94%
SCHERTZ EL	675	1,102	671	668	628	605	601	576	581	588	591	586	582	582
% Max Capacity			61%	61%	57%	55%	55%	52%	53%	53%	54%	53%	53%	53%
SIPPEL EL	675	1,058	742	672	679	690	721	756	782	827	867	904	961	1,030
% Max Capacity			70%	64%	64%	65%	68%	71%	74%	78%	82%	85%	91%	97%
WATTS EL	673	924	593	513	469	440	428	423	428	446	457	463	476	490
% Max Capacity			64%	56%	51%	48%	46%	46%	46%	48%	49%	50%	52%	53%
WIEDERSTEIN EL	675	1,058	551	546	538	544	527	517	529	549	568	574	587	602
% Max Capacity			52%	52%	51%	51%	50%	49%	50%	52%	54%	54%	55%	57%
ELEMENTARY TOTALS	5,826	8,390	5,406	5,110	4,895	4,808	4,790	4,830	4,922	5,099	5,250	5,335	5,453	5,587
% Max Capacity			64%	61%	58%	57%	57%	58%	59%	61%	63%	64%	65%	67%
Elementary Percent Change			-3.40%	-5.48%	-4.21%	-1.78%	-0.37%	0.83%	1.91%	3.59%	2.96%	1.63%	2.20%	2.46%
Elementary Absolute Change			-190	-296	-215	-87	-18	40	92	177	151	85	117	134

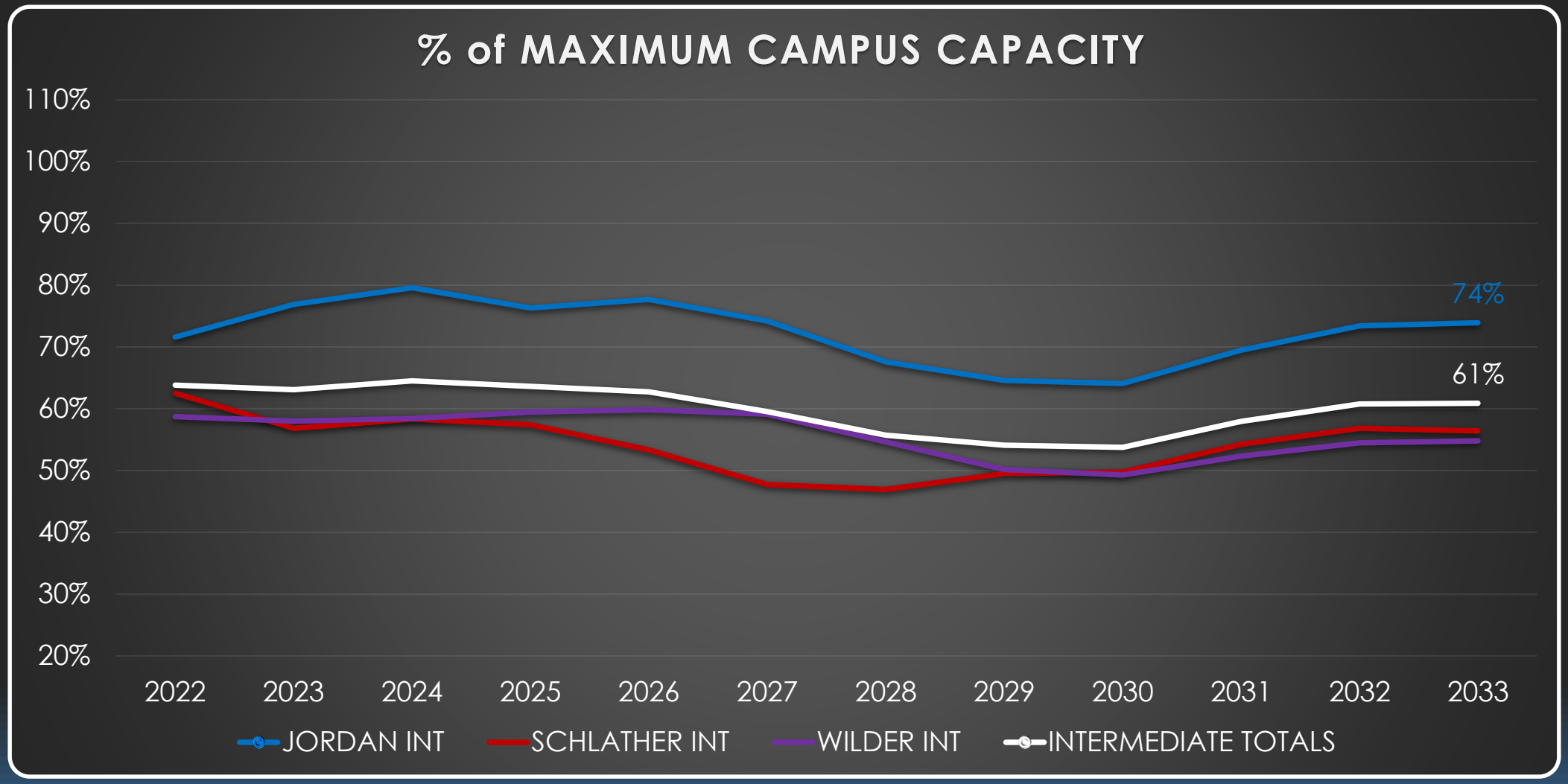
ELEMENTARY CAPACITIES



INTERMEDIATE CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
JORDAN INT	810	1,000	716	769	796	763	777	742	676	646	641	695	734	739
% Max Capacity			72%	77%	80%	76%	78%	74%	68%	65%	64%	70%	73%	74%
SCHLATHER INT	810	1,200	750	682	700	689	640	573	563	594	597	651	682	677
% Max Capacity			63%	57%	58%	57%	53%	48%	47%	50%	50%	54%	57%	56%
WILDER INT	810	1,250	734	725	730	743	748	739	683	627	616	654	681	685
% Max Capacity			59%	58%	58%	59%	60%	59%	55%	50%	49%	52%	54%	55%
INTERMEDIATE TOTALS		3,450	2,201	2,176	2,226	2,195	2,165	2,054	1,922	1,867	1,854	2,000	2,097	2,101
% Max Capacity			64%	63%	65%	64%	63%	60%	56%	54%	54%	58%	61%	61%
Intermediate Percent Change			-6.13%	-1.09%	2.30%	-1.39%	-1.37%	-5.13%	-6.43%	-2.86%	-0.70%	7.87%	4.85%	0.19%
Intermediate Absolute Change			-144	-24	50	-31	-30	-111	-132	-55	-13	146	97	4

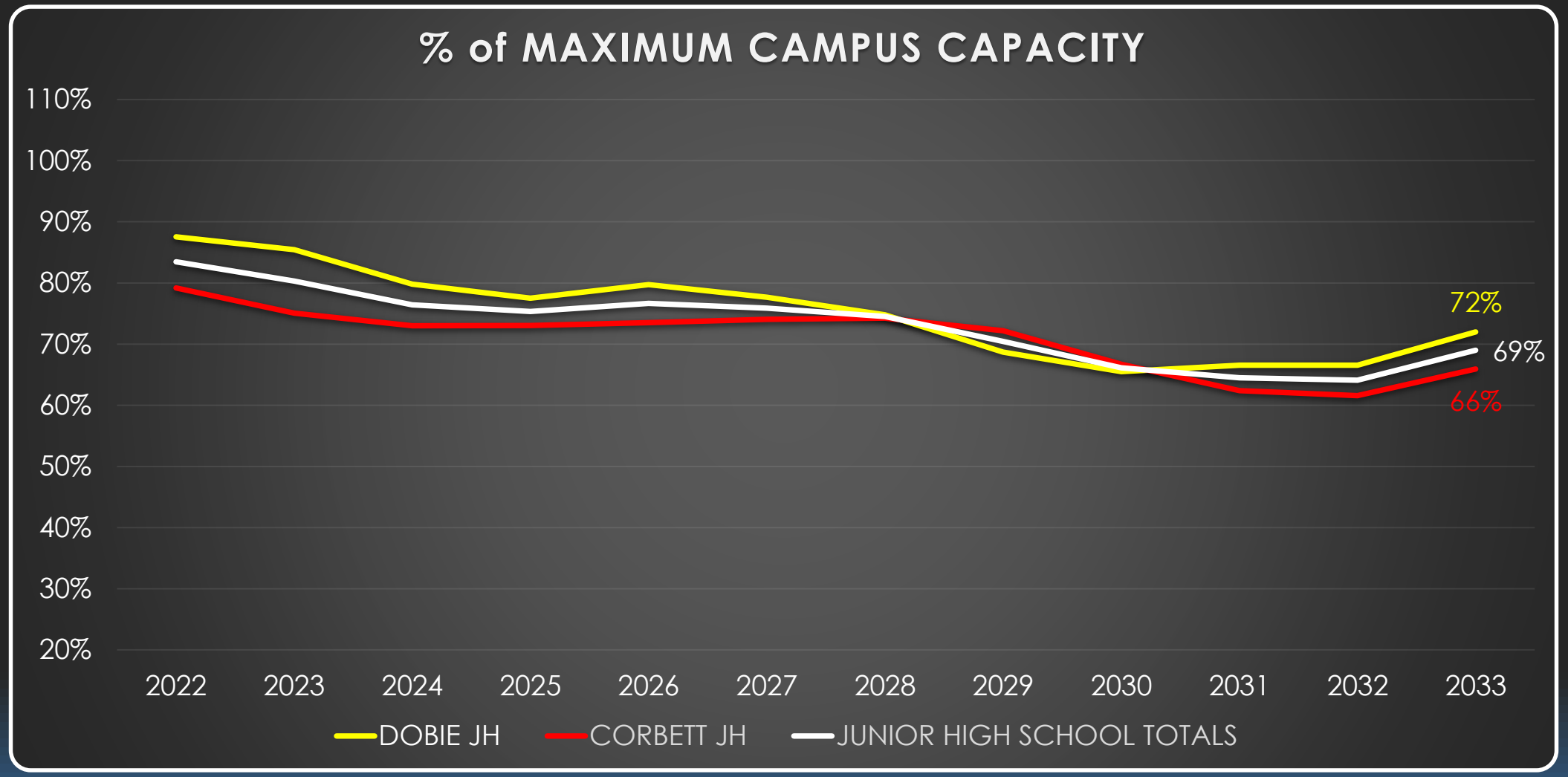
INTERMEDIATE CAPACITIES



JUNIOR HIGH CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
DOBIE JH	1,300	1,540	1,348	1,316	1,229	1,194	1,228	1,196	1,152	1,058	1,009	1,025	1,025	1,109
% Max Capacity			88%	85%	80%	78%	80%	78%	75%	69%	66%	67%	67%	72%
CORBETT JH	1,080	1,500	1,188	1,126	1,095	1,096	1,103	1,111	1,114	1,083	1,001	936	924	989
% Max Capacity			79%	75%	73%	73%	74%	74%	74%	72%	67%	62%	62%	66%
JUNIOR HIGH SCHOOL TOTALS		3,040	2,537	2,442	2,324	2,290	2,331	2,307	2,266	2,141	2,010	1,961	1,949	2,098
% Max Capacity			83%	80%	76%	75%	77%	76%	75%	70%	66%	65%	64%	69%
Junior High School Percent Change			-2.62%	-3.71%	-4.83%	-1.46%	1.79%	-1.03%	-1.78%	-5.52%	-6.12%	-2.44%	-0.61%	7.64%
Junior High School Absolute Change			-68	-94	-118	-34	41	-24	-41	-125	-131	-49	-12	149

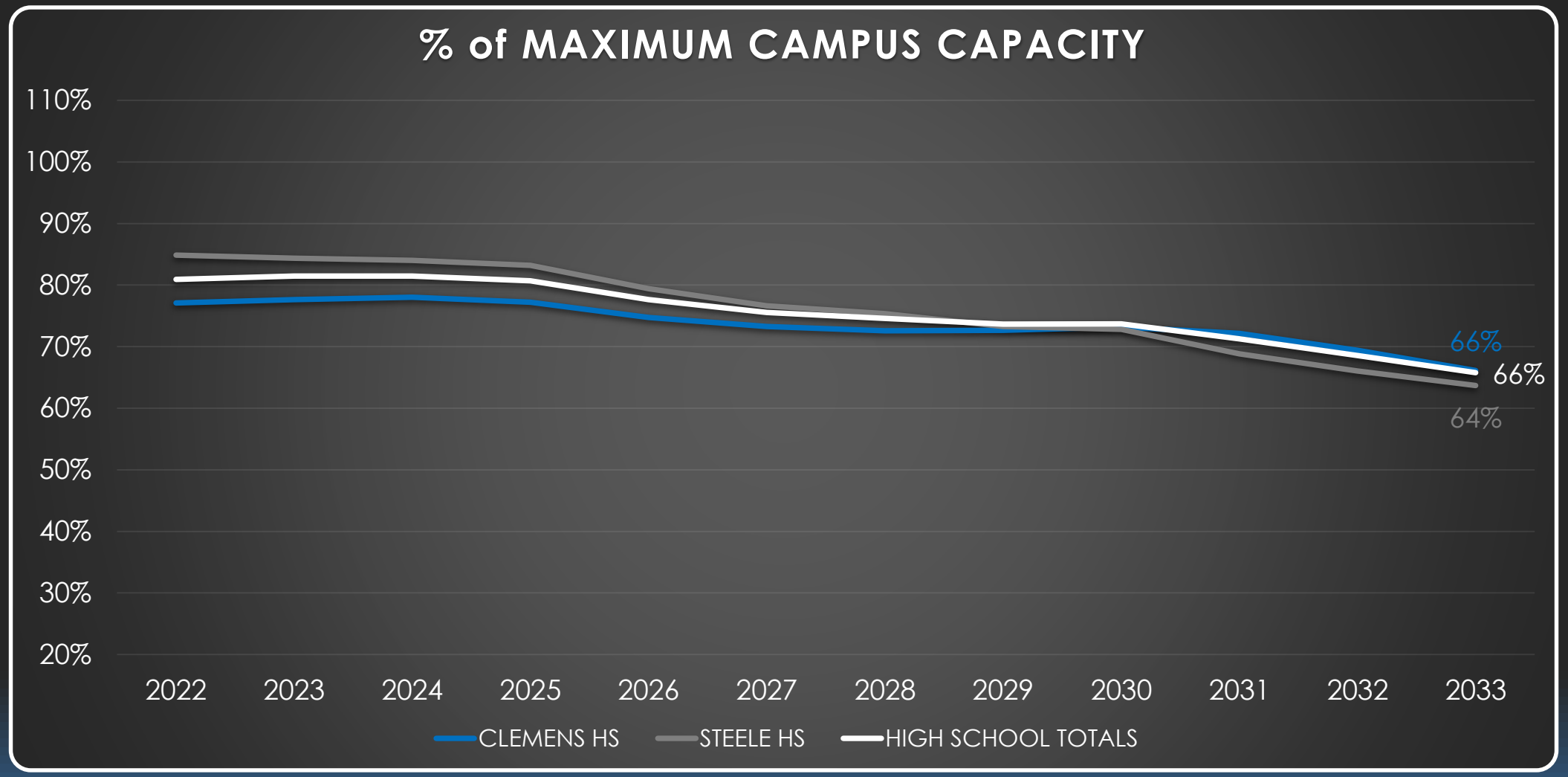
JUNIOR HIGH CAPACITIES



HIGH SCHOOL CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
CLEMENS HS	2,700	3,300	2,544	2,563	2,576	2,550	2,469	2,419	2,397	2,400	2,418	2,383	2,292	2,183
% Max Capacity			77%	78%	78%	77%	75%	73%	73%	73%	73%	72%	69%	66%
STEELE HS	2,160	3,200	2,716	2,700	2,688	2,663	2,541	2,452	2,411	2,345	2,330	2,202	2,113	2,038
% Max Capacity			85%	84%	84%	83%	79%	77%	75%	73%	73%	69%	66%	64%
HIGH SCHOOL TOTALS		6,650	5,381	5,418	5,419	5,368	5,165	5,026	4,963	4,900	4,903	4,740	4,560	4,376
% Max Capacity			81%	81%	81%	81%	78%	76%	75%	74%	74%	71%	69%	66%
High School Percent Change			0.69%	0.71%	0.02%	-0.94%	-3.78%	-2.69%	-1.25%	-1.27%	0.06%	-3.32%	-3.80%	-4.04%
High School Absolute Change			37	38	1	-52	-204	-137	-64	-63	3	-163	-180	-183

HIGH SCHOOL CAPACITIES



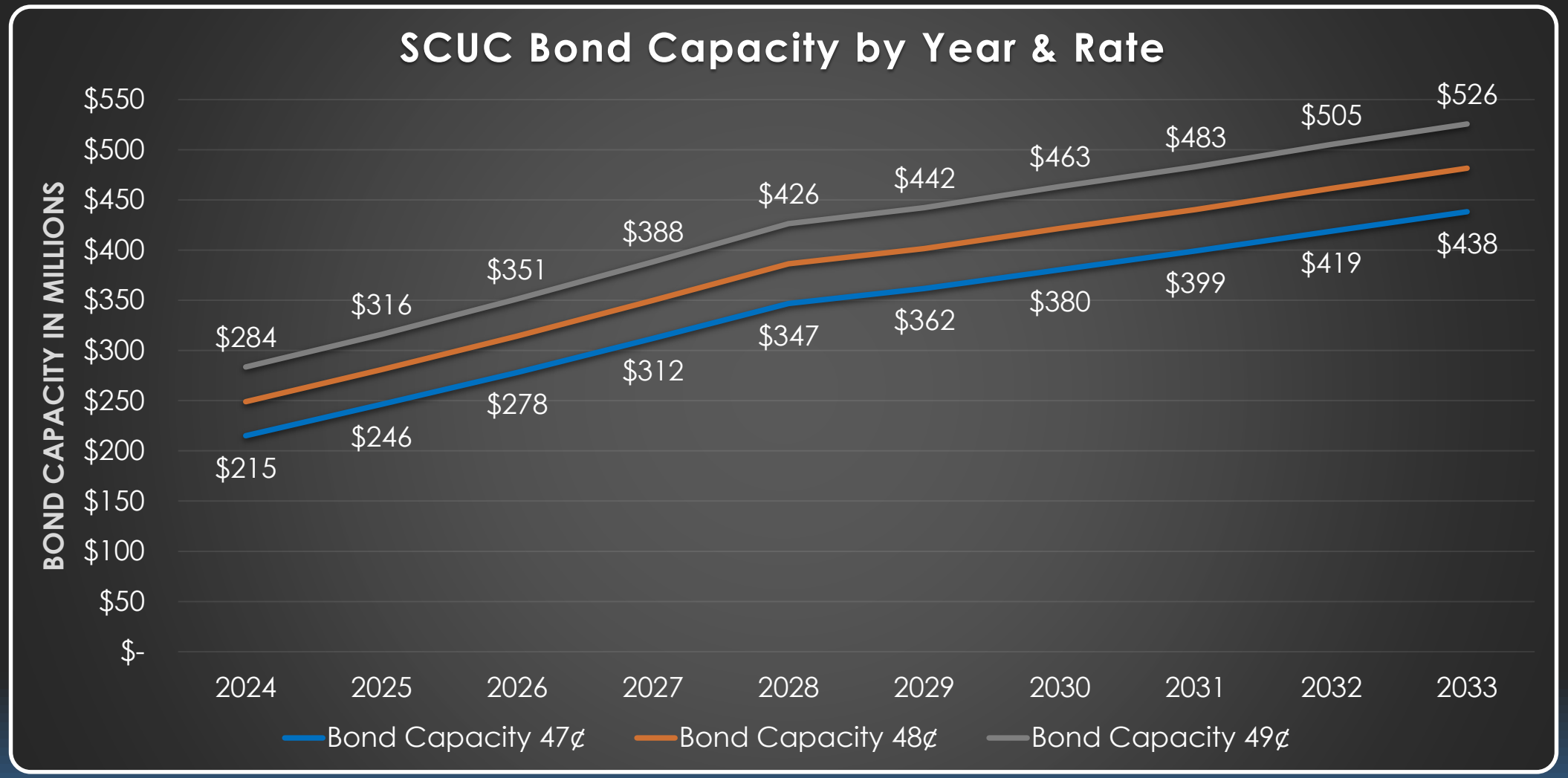
FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity
- Bonding Capacity

PROJECTING BONDING CAPACITY - SCUC

- Projecting Tax Revenue
  - Assumes NO refinancing for bond savings
    - Defeasing principal
  - Modest property value growth
    - 4.0% annual increase for 2024-2028
    - 2.0% annual increase for 2029-2033
- As debt is restructured and property values increase, we begin to have some bonding capacity
  - Capacity for additional debt is lower at first, more in later years
- Forecasting using three options for I&S Tax Rate
  - **$0.47** per $100 of valuation (Current), **$0.48** per $100 valuation, and **$0.49** per $100 valuation

PROJECTED AVAILABLE BOND DOLLARS



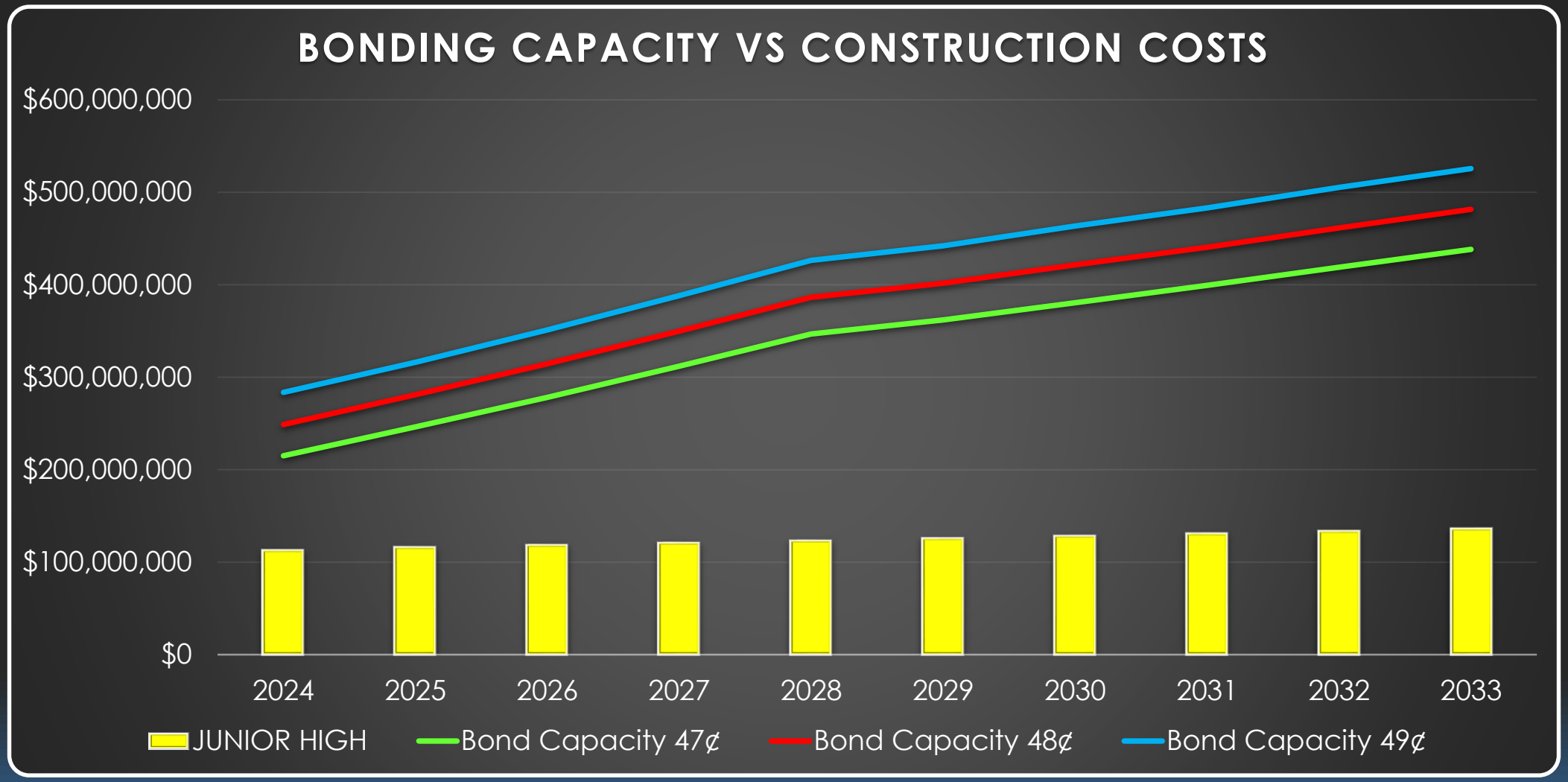
PROJECTING FACILITY COSTS - SCUC

- Projecting Future Costs of New Facilities
  - Fluctuating materials and labor costs make long-term projections difficult
  - The market has seen huge inflation over the last several years, but seems to have stabilized during 2023
    - 2020-2023 we experienced 7-15% inflation annually
  - Projecting past 2024
    - 3% annual inflation for 2024
    - 2% annual inflation for 2025 and beyond
- Construction Estimate Rules of Thumb – 2024 Dollars
  - High School - $235 Million
  - Junior High School - $113 Million
  - Intermediate/Elementary - $72 Million

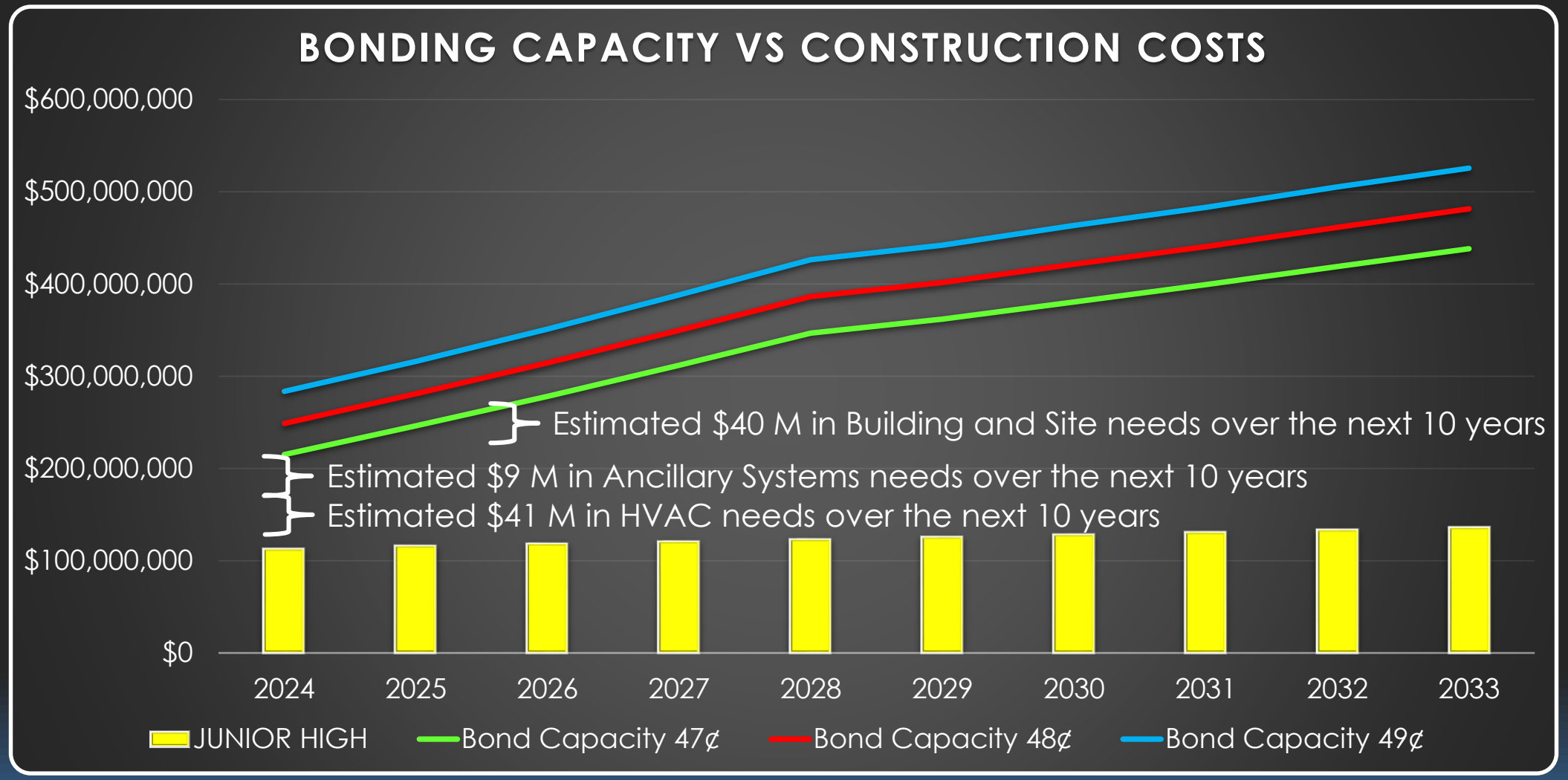
PROJECTING FACILITY COSTS - SCUC

YEAR	High School	Junior High	Elementary/ Intermediate
2024	$ 235,000,000	$ 113,000,000	$ 72,000,000
2025-P	$ 242,050,000	$ 116,390,000	$ 74,160,000
2026-P	$ 246,891,000	$ 118,717,800	$ 75,643,200
2027-P	$ 251,828,820	$ 121,092,156	$ 77,156,064
2028-P	$ 256,865,396	$ 123,513,999	$ 78,699,185
2029-P	$ 262,002,704	$ 125,984,279	$ 80,273,169
2030-P	$ 267,242,758	$ 128,503,965	$ 81,878,632
2031-P	$ 272,587,614	$ 131,074,044	$ 83,516,205
2032-P	$ 278,039,366	$ 133,695,525	$ 85,186,529
2033-P	$ 283,600,153	$ 136,369,435	$ 86,890,260
2034-P	$ 289,272,156	$ 139,096,824	$ 88,628,065

PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



TAKE AWAYS….

- Student Enrollment/Projections
  - Prior to COVID-19 SCUC ISD's enrollment growth had slowed to 1% per year
  - COVID and the opening of charter schools has impacted district enrollment, especially at the younger grades
  - This multi-year impact is reducing our enrollment even with new housing
  - An average 1% annual decline in enrollment is forecasted for the next six years
- Capacity Relief Tools
  - We have multiple tools to help relieve our campuses once they surpass 90% of their max capacity and move closer to 100%
- With our projected enrollment declining, our attention must be focused on maintaining the infrastructure of our existing buildings and identifying future programmatic needs for our students
- We also need to consider if 2 Junior Highs continue to meet the needs of our District

QUESTIONS/COMMENTS



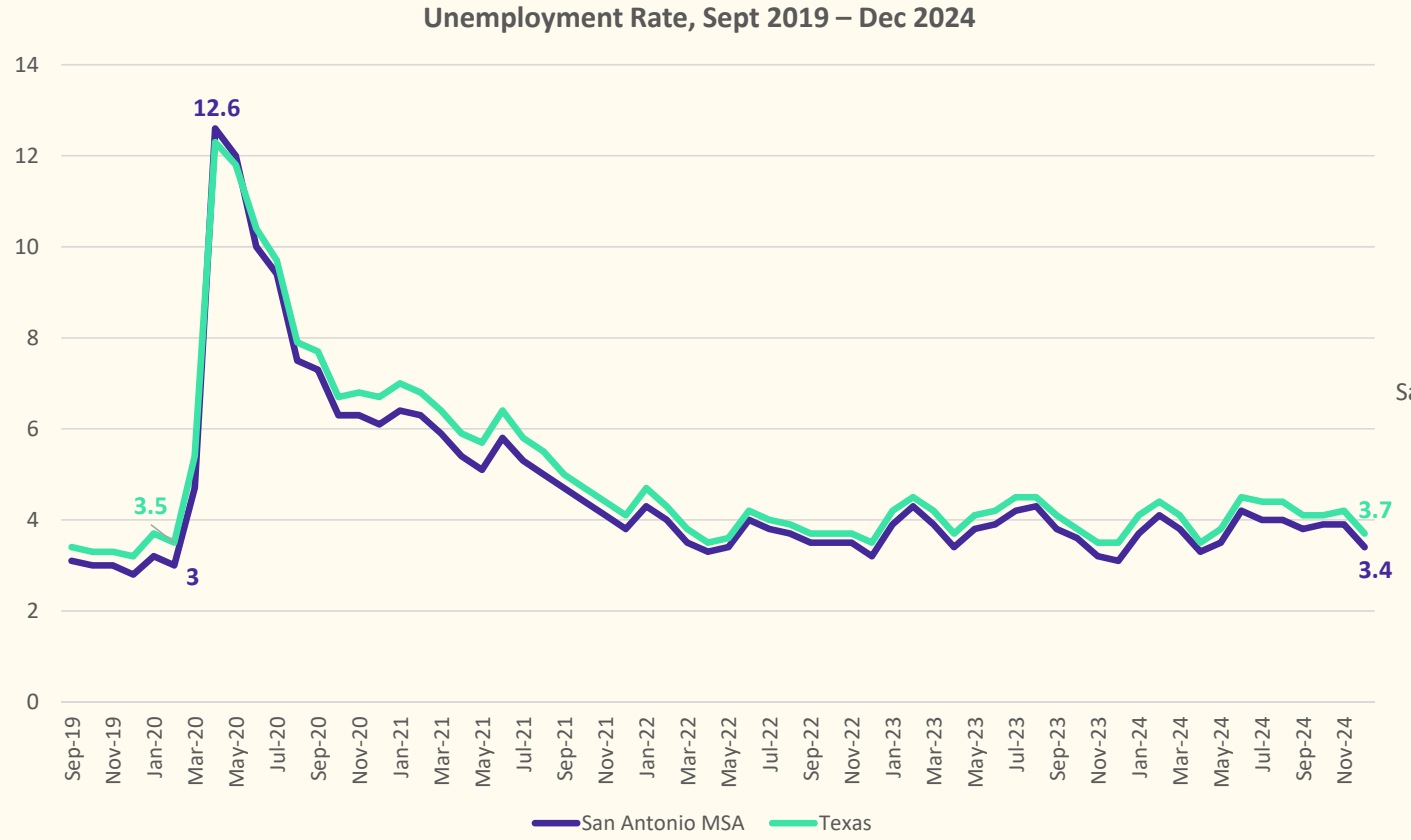
Zonda Education

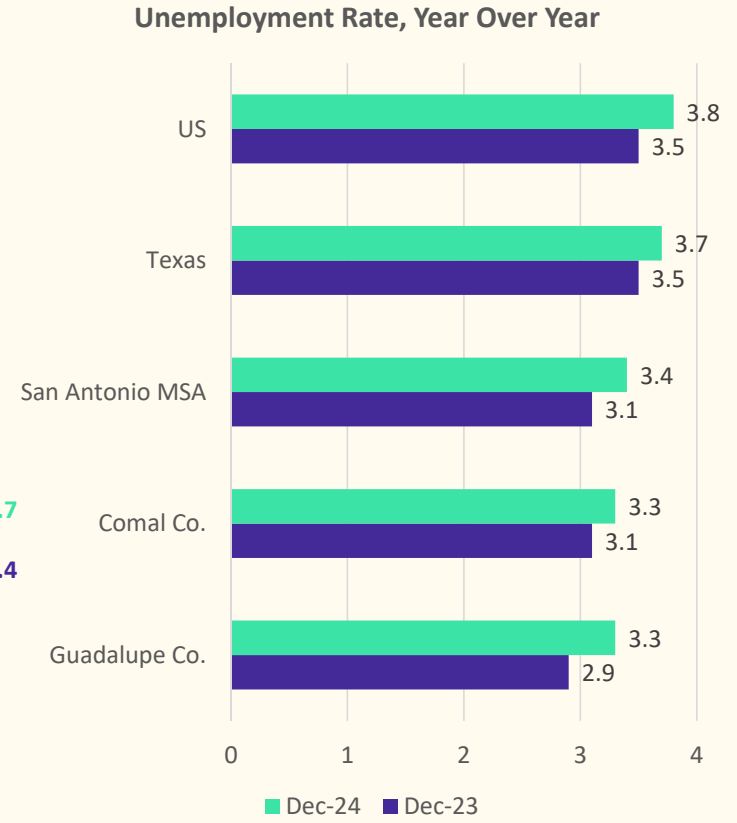


4Q24

Demographic Report

Local Economic Conditions



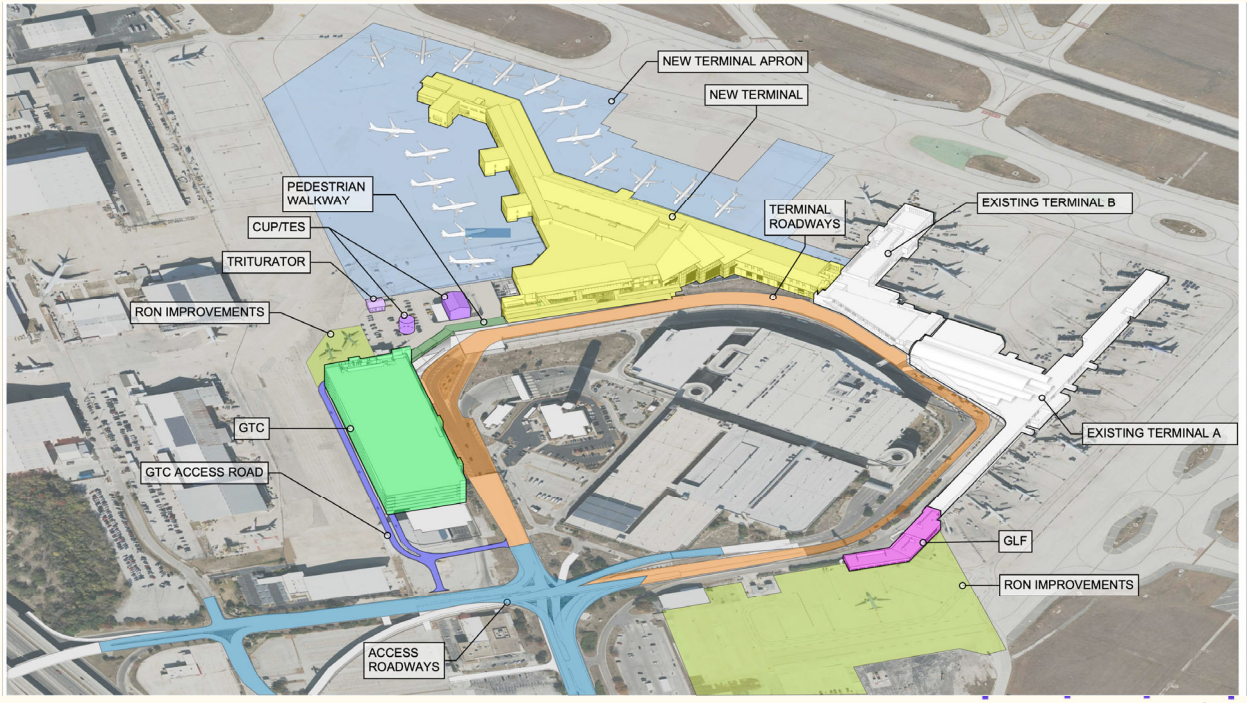


Zonda Education

Local Economic Conditions

San Antonio International Airport

- Broke ground on third terminal at end of 2024
- Estimated total cost = $2.5 billion
- Third terminal will anchor the expansion & improvement project housing as many as 17 new gates spanning approx. 850,000 sq. ft.
- Will include concessions and lounge areas while housing new Federal Inspection Station to accommodate expanded international air service
- Expected to generate $3.2 billion in revenue for the city over 15 years
- New ground loading facility also added at Terminal A including new passenger gates and overnight aircraft parking
- The third terminal is scheduled for completion in 2028



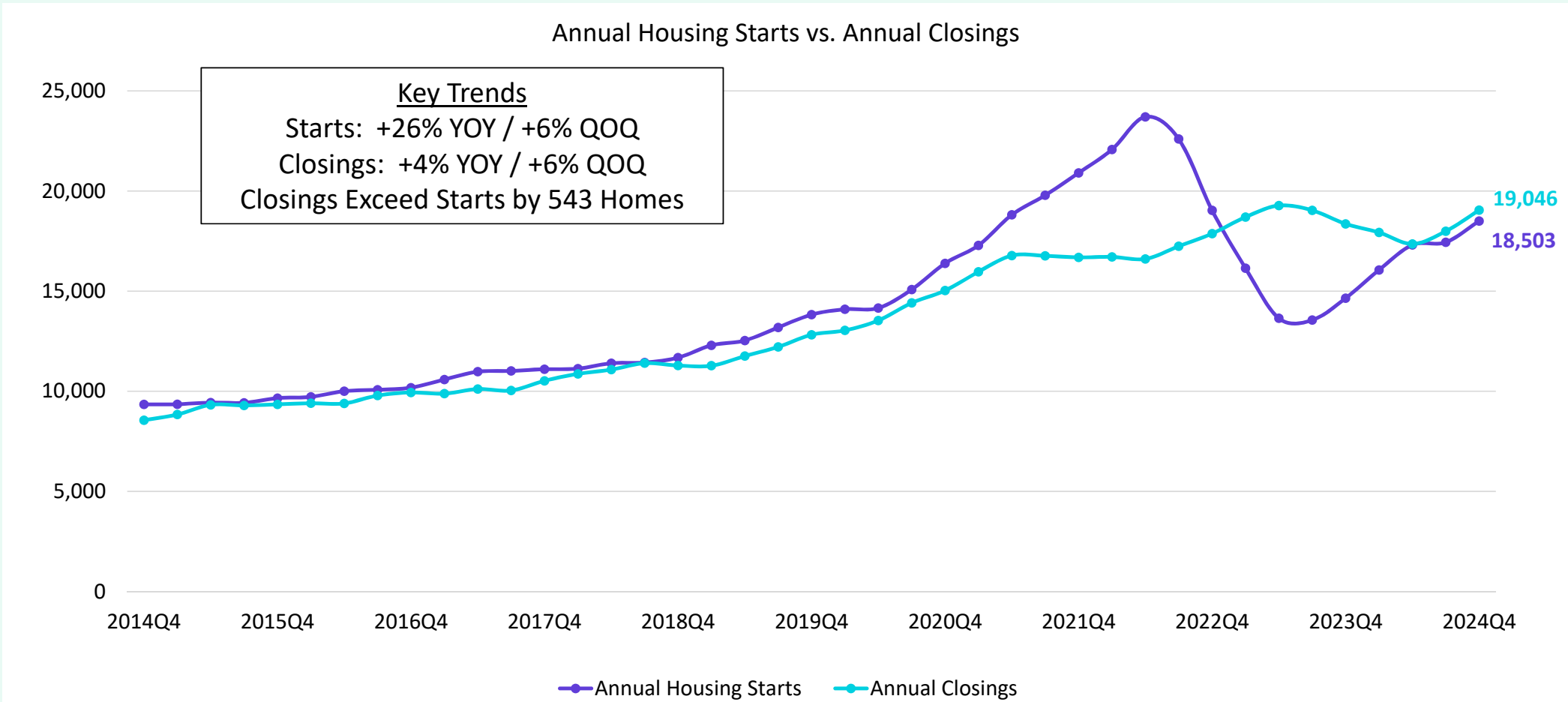
Housing Activity by MSA

Top 25 Housing Starts Markets (4Q2024)

Rank	Market	4Q24 Annualized Starts	4Q24 YOY Change	4Q19 Annualized Starts	Change from 2019
1	Dallas	47,421	13%	34,816	36%
2	Houston	39,036	10%	30,646	27%
3	Phoenix	22,800	32%	21,598	6%
4	San Antonio	18,232	25%	13,816	32%
5	Atlanta	18,206	2%	23,113	-21%
6	Austin	16,293	2%	18,952	-14%
7	Orlando	13,524	-15%	14,624	-8%
8	Tampa	12,131	1%	12,296	-1%
9	Charlotte	11,991	2%	12,136	-1%
10	Raleigh	11,848	15%	10,033	18%
11	Las Vegas	11,499	18%	9,852	17%
12	Riverside/San Bernardino	11,025	-4%	9,780	13%
13	Washington, DC	10,963	8%	12,608	-13%
14	Jacksonville	10,341	5%	8,833	17%
15	Sarasota	10,010	12%	6,071	65%
16	Nashville	9,348	2%	8,955	4%
17	Miami	9,087	4%	8,058	13%
18	Portland	8,789	85%	5,273	67%
19	Seattle	8,270	32%	8,579	-4%
20	Denver	8,199	8%	9,925	-17%
21	Lakeland	7,846	7%	5,084	54%
22	Boise	7,456	42%	6,468	15%
23	Minneapolis	7,436	12%	7,852	-5%
24	Indianapolis	7,196	15%	6,019	20%
25	Chicago	7,020	9%	6,110	15%

Source: Zonda

San Antonio New Home Starts & Closings



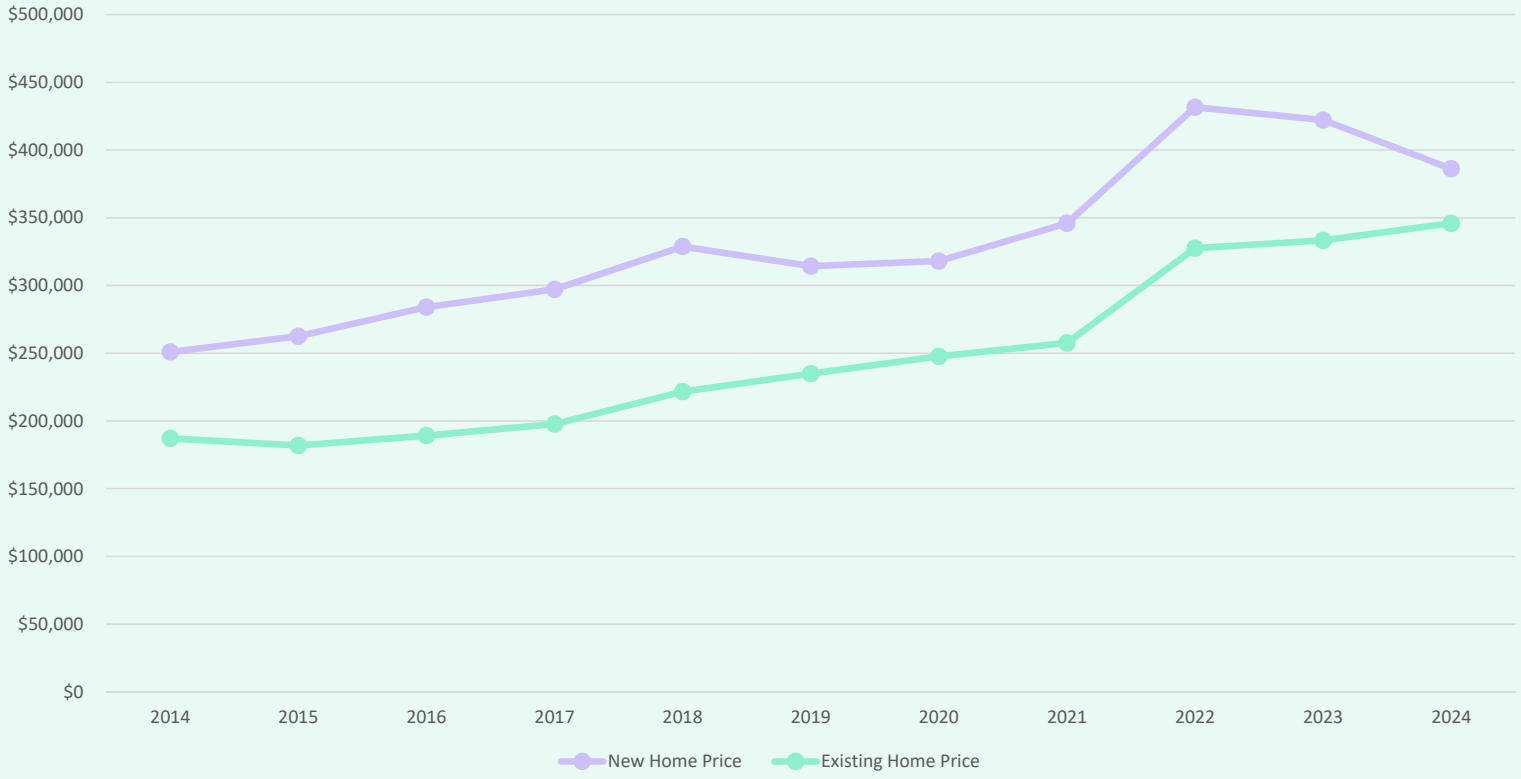
Source: Zonda

Zonda Education

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SCUC ISD Housing Market Analysis

Average New vs. Existing Home Sale Price, 2013 - 2024



	Avg New Home	Avg Existing Home
2014	$250,897	$187,097
2015	$262,532	$181,881
2016	$284,037	$189,189
2017	$297,182	$197,710
2018	$328,762	$221,637
2019	$314,299	$234,868
2020	$318,065	$247,691
2021	$345,858	$257,537
2022	$431,606	$327,526
2023	$422,149	$333,286
2024	$386,156	$345,921

- The average new home sale price in SCUC ISD has risen 54% between 2014 and 2024, an increase of more than $135,200
- The average existing home sale price in SCUC ISD has risen 85% in the last 10 years, an increase of more than $158,800

Zonda Education

San Antonio New Home Ranking Report

ISD Ranked by Annual Closings – 4Q24

Rank	District Name	Annual Starts	Annual Closings	Inventory	VDL	Future
1	NORTHSIDE ISD (BEXAR)	3,739	3,920	1,909	6,114	21,246
2	COMAL ISD	2,691	3,028	1,670	4,843	21,591
3	MEDINA VALLEY ISD	2,377	2,410	1,232	5,228	27,810
4	EAST CENTRAL ISD	2,513	2,230	1,243	4,351	24,478
5	SOUTHWEST ISD	1,301	1,328	628	2,269	7,296
6	JUDSON ISD	615	899	207	547	871
7	**SCUC ISD**	**787**	**894**	**391**	**2,113**	**5,896**
8	NAVARRO ISD	841	832	453	1,290	6,635
9	BOERNE ISD	777	761	497	1,545	9,427
10	SOUTHSIDE ISD	700	730	322	927	16,702
11	NEW BRAUNFELS ISD	656	589	407	854	6,164
12	NORTH EAST ISD	397	361	234	906	5,196
13	SEGUIN ISD	325	342	204	668	5,384
14	SOUTH SAN ANTONIO ISD	300	238	164	86	790
15	MARION ISD	230	174	139	327	4,559
16	FLORESVILLE ISD	116	137	49	227	0
17	SAN ANTONIO ISD	59	87	126	305	772
18	LYTLE ISD	91	76	44	319	1,046
19	PLEASANTON ISD	54	61	25	72	0
20	ALAMO HEIGHTS ISD	3	41	8	15	19

** Based on additional Zonda Education housing research*

District New Home Starts and Closings



Starts	2018	2019	2020	2021	2022	2023	2024
1Q	175	201	237	294	349	103	189
2Q	180	176	197	300	393	187	260
3Q	177	207	261	265	174	241	163
4Q	185	198	232	319	63	157	161
Total	**717**	**782**	**927**	**1,178**	**979**	**688**	**773**

Closings	2018	2019	2020	2021	2022	2023	2024
1Q	133	138	165	190	181	280	235
2Q	185	211	249	258	227	247	249
3Q	185	240	286	268	218	199	200
4Q	161	179	213	196	334	155	214
Total	**664**	**768**	**913**	**912**	**960**	**881**	**898**

District Housing Overview by Elementary Zone

Elementary	Annual Starts	Quarter Starts	Annual Closings	Quarter Closings	Under Const.	Inventory	Vacant Dev. Lots	Future
CIBOLO VALLEY	76	11	123	30	13	33	118	36
GREEN VALLEY	0	0	0	0	0	0	0	0
PASCHAL	1	0	3	2	1	1	41	242
ROSE GARDEN	234	64	230	53	85	137	827	2,499
SCHERTZ	0	0	21	0	0	1	0	60
SIPPEL	298	70	277	68	76	154	729	1,817
WATTS	47	7	80	20	8	16	15	580
WIEDERSTEIN	131	9	160	41	13	49	383	662
Grand Total	**787**	**161**	**894**	**214**	**196**	**391**	**2,113**	**5,896**

Highest activity in the category

Second highest activity in the category

Third highest activity in the category

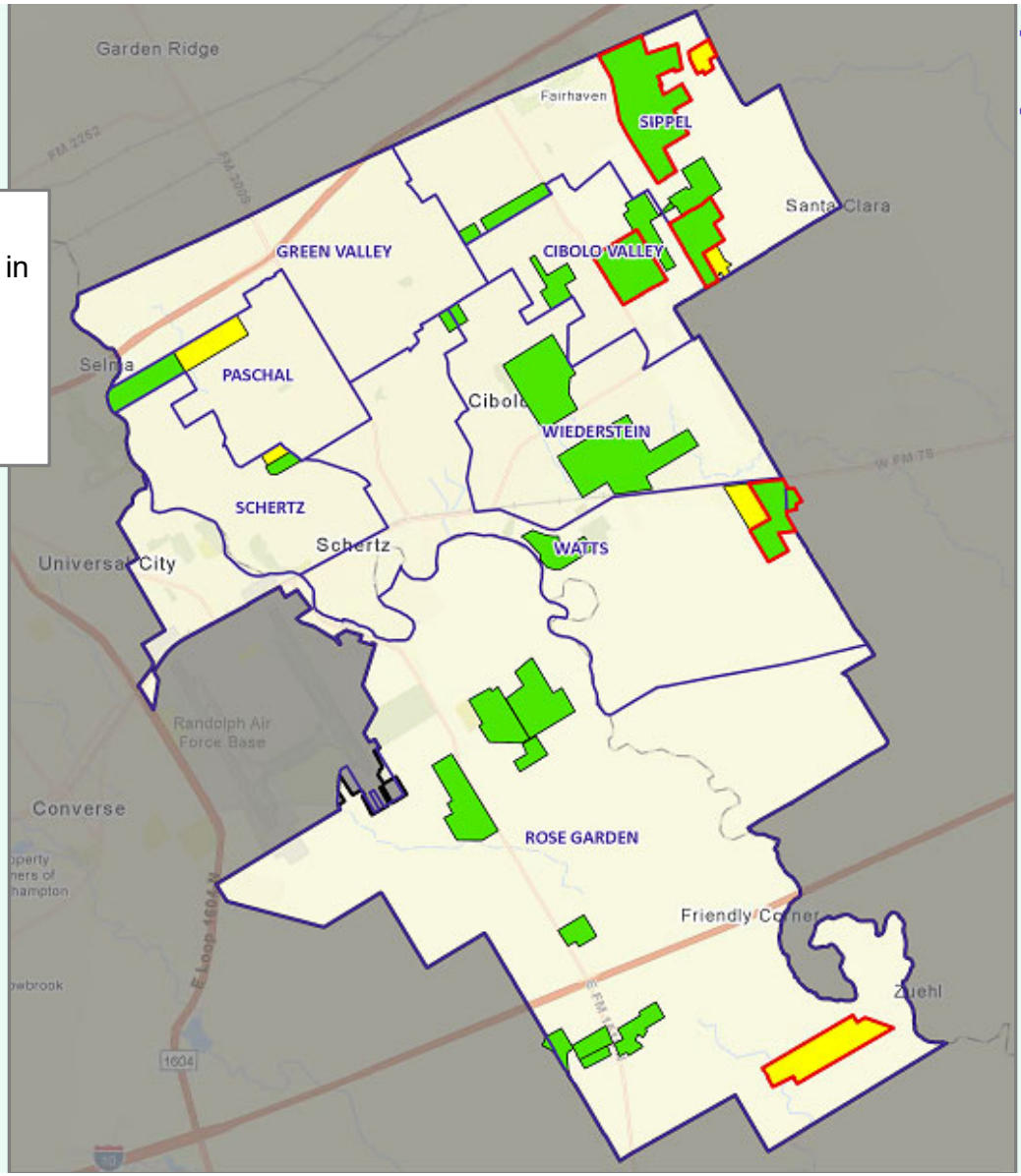
Zonda Education

District Housing Overview

- The district has 23 actively building subdivisions
- Within SCUC ISD there are 6 future subdivisions in various stages of planning
- Of these, groundwork is underway on more than 500 lots within 6 subdivisions
- 462 lots were delivered in the 4th quarter

Subdivisions

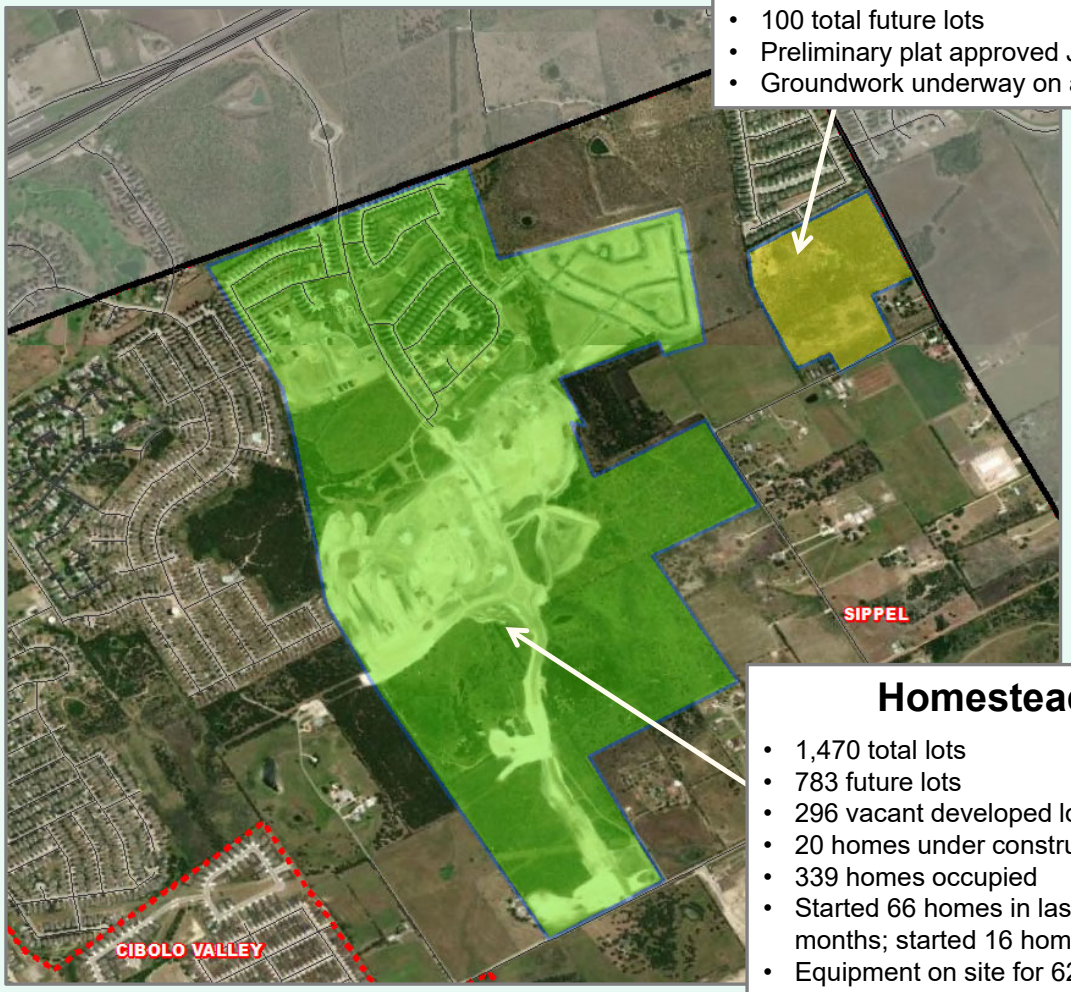
- ACTIVE
- FUTURE
- Groundwork Underway



Residential Activity

Mont Blanc

- 100 total future lots
- Preliminary plat approved Jan 2023
- Groundwork underway on all lots



Homestead

- 1,470 total lots
- 783 future lots
- 296 vacant developed lots
- 20 homes under construction
- 339 homes occupied
- Started 66 homes in last 12 months; started 16 homes in 4Q24
- Equipment on site for 62 lots in Phase 11
- $400K - $700K

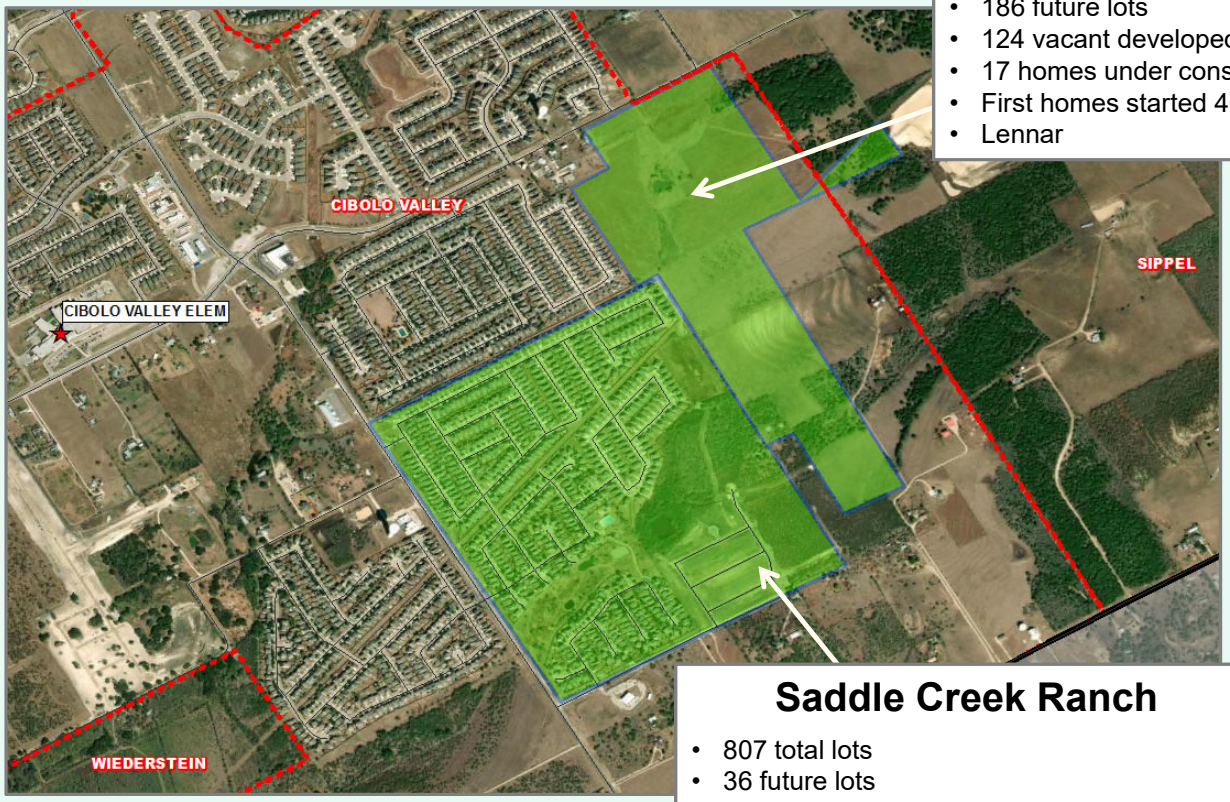
January 24, 2025



Residential Activity

Grace Valley – Cibolo Farms

- 331 total lots
- 186 future lots
- 124 vacant developed lots
- 17 homes under construction
- First homes started 4Q24
- Lennar



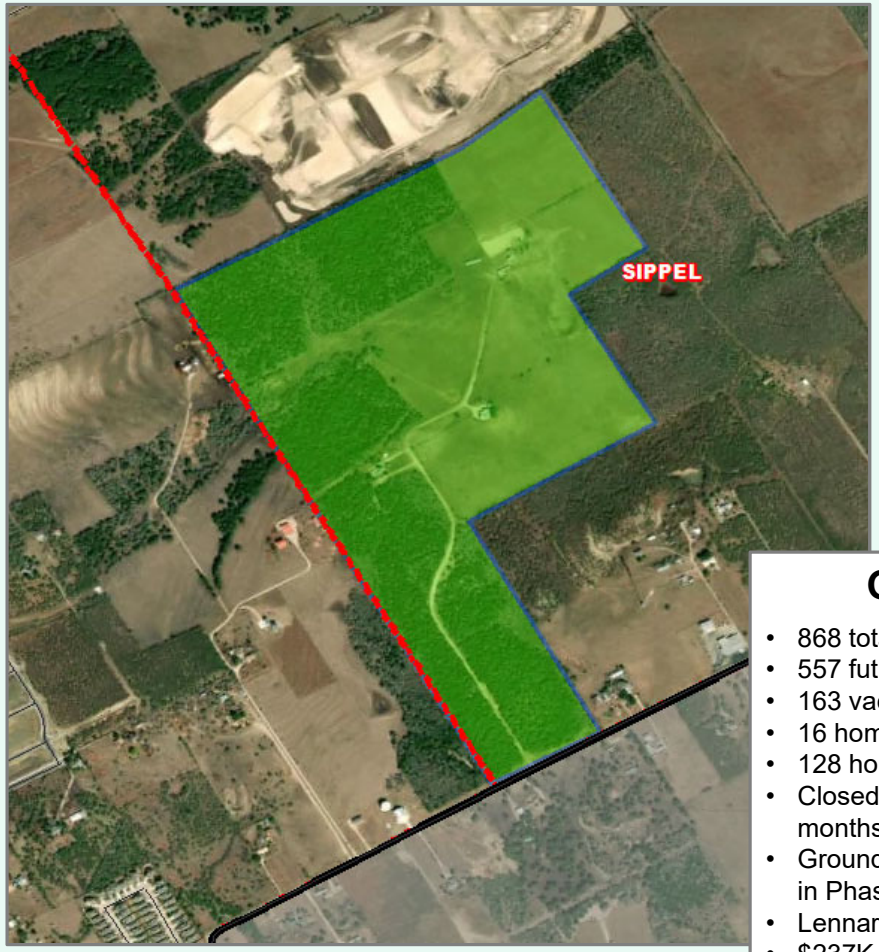
Saddle Creek Ranch

- 807 total lots
- 36 future lots
- 61 vacant developed lots
- 7 homes under construction
- 690 homes occupied
- Closed 61 homes in last 12 months; closed 16 homes in 2Q24
- Groundwork underway on remaining lots
- $290K+

January 24, 2025



Residential Activity



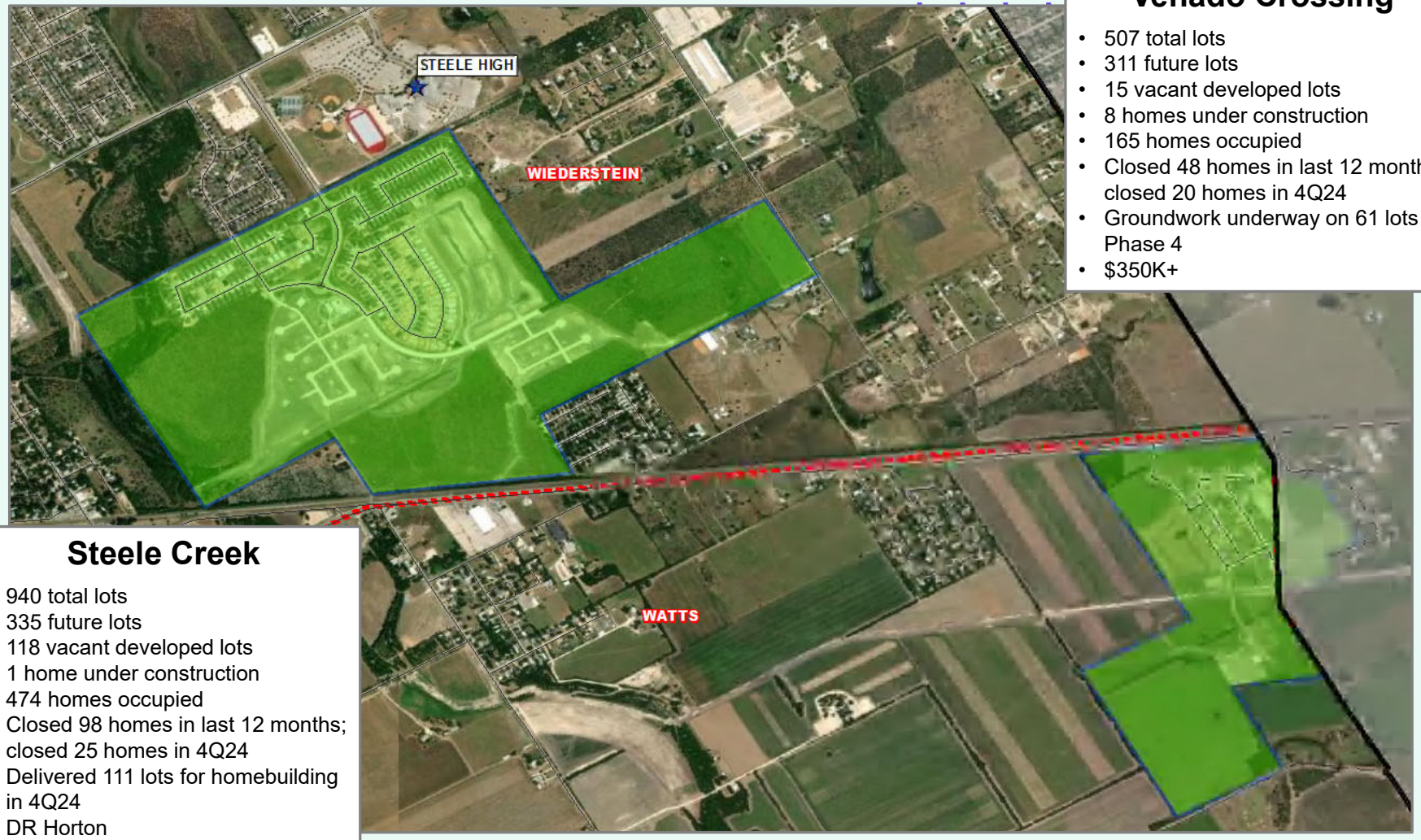
January 24, 2025



Grace Valley

- 868 total lots
- 557 future lots
- 163 vacant developed lots
- 16 homes under construction
- 128 homes occupied
- Closed 123 homes in last 12 months; closed 32 homes in 4Q24
- Groundwork underway on 111 lots in Phase 3A
- Lennar
- $237K+

Residential Activity



Venado Crossing

- 507 total lots
- 311 future lots
- 15 vacant developed lots
- 8 homes under construction
- 165 homes occupied
- Closed 48 homes in last 12 months; closed 20 homes in 4Q24
- Groundwork underway on 61 lots in Phase 4
- $350K+

Steele Creek

- 940 total lots
- 335 future lots
- 118 vacant developed lots
- 1 home under construction
- 474 homes occupied
- Closed 98 homes in last 12 months; closed 25 homes in 4Q24
- Delivered 111 lots for homebuilding in 4Q24
- DR Horton
- $365K+

Residential Activity



January 24, 2025



Saddlebrook Ranch

- 635 total lots
- 335 future lots
- 287 vacant developed lots
- 12 homes under construction
- Started first homes 3Q24
- Delivered 132 lots for homebuilding in Phase 4 & 5 in 4Q24
- Ashton Woods
- $362K+

Residential Activity

Crossvine

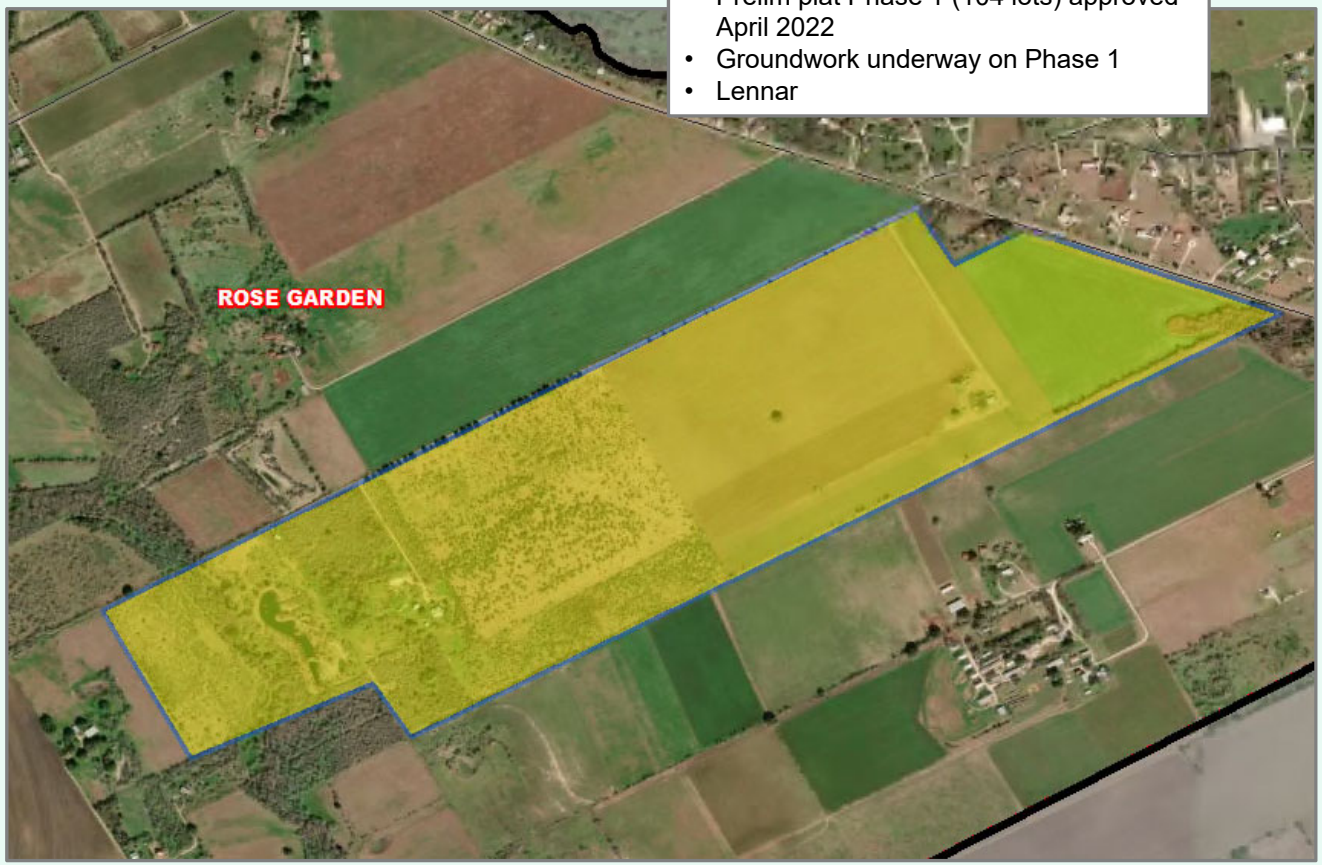
- 1,017 total lots
- 168 future lots
- 291 vacant developed lots
- 19 homes under construction
- 516 homes occupied
- Started 56 homes in last 12 months; started 15 homes in 4Q24
- $400K+



Residential Activity

Clearwater Creek

- 1,156 total future lots
- Prelim plat Phase 1 (104 lots) approved April 2022
- Groundwork underway on Phase 1
- Lennar



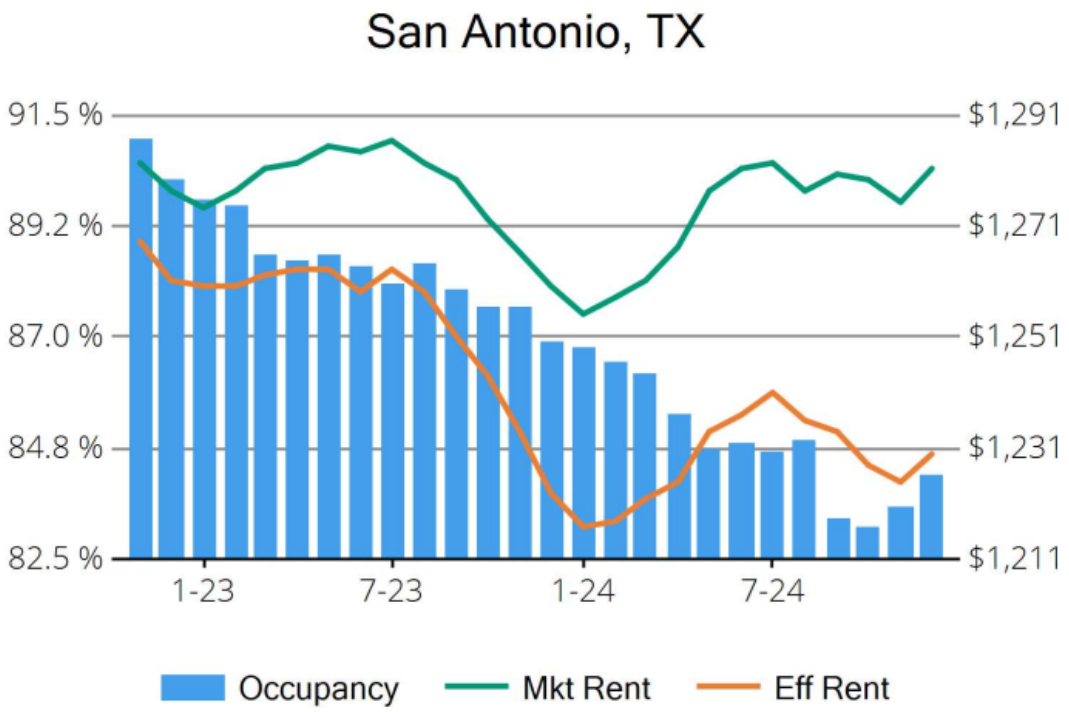
January 24, 2025



Housing Market Trends: Multi-family market- December 2024

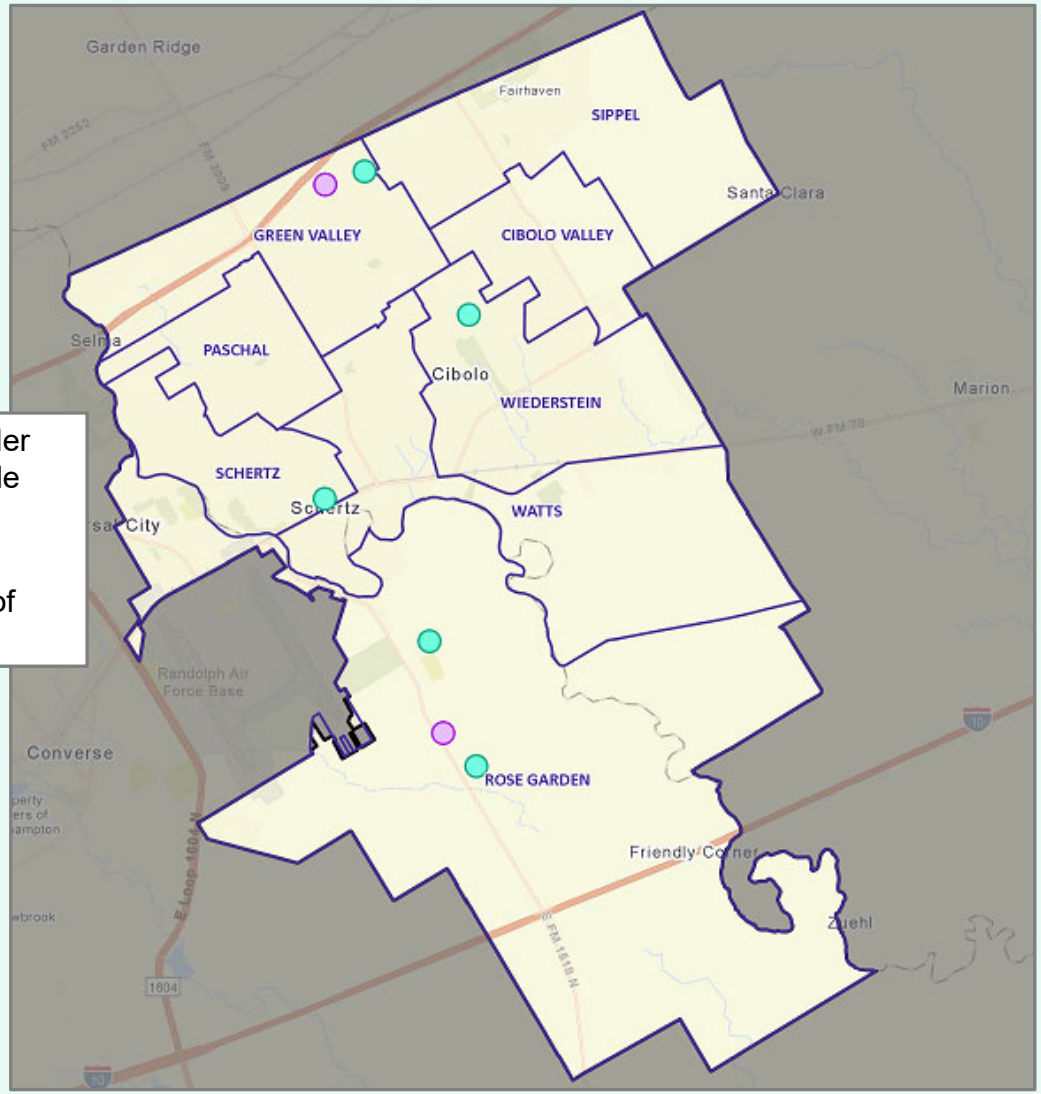
Stabilized and Lease-up Properties

Conventional Properties	Dec 2024	Annual Change
Occupancy	84.2	-3.2%
Unit Change	12,642	
Units Absorbed (Annual)	4,991	
Average Size (SF)	865	+0.8%
Asking Rent	$1,281	+1.8%
Asking Rent per SF	$1.48	+0.9%
Effective Rent	$1,230	+0.5%
Effective Rent per SF	$1.42	-0.3%
% Offering Concessions	47%	+17.6%
Avg. Concession Package	7.6%	+20.2%



District Multifamily Overview

- There are 618 multifamily units under construction, 318 of which are single family rental homes
- There are nearly 1,300 future multifamily units in various stages of planning across the district



Multi-Family Activity

Aviator 1518

- 300 apartment units under construction
- Groundwork started early 2024
- Estimated lease date late spring 2025



January 24, 2025



Multi-Family Activity

Schertz Station

- 318 single-family rental homes under construction
- Groundwork started July 2024
- Estimated lease date August 2025

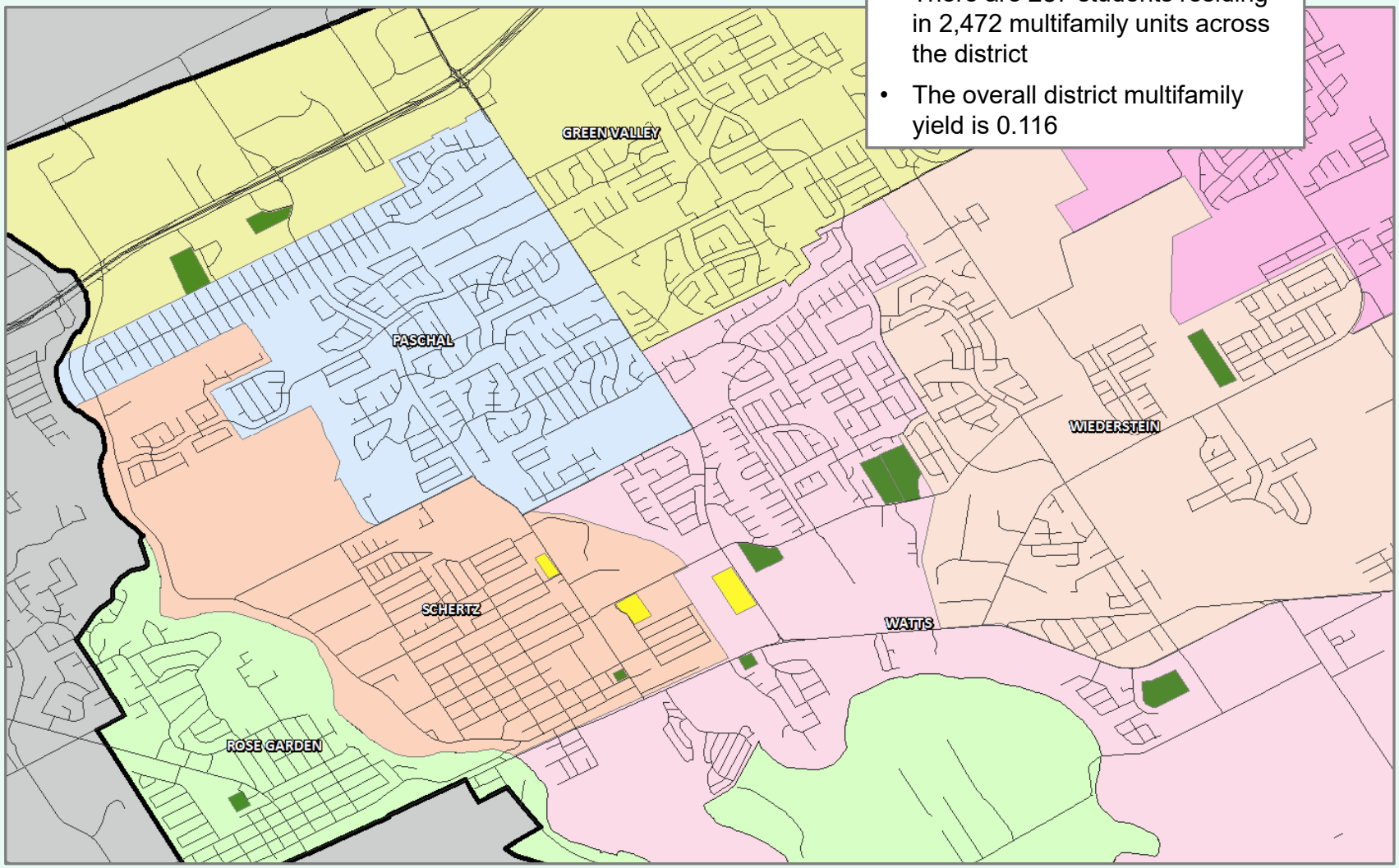


January 24, 2025



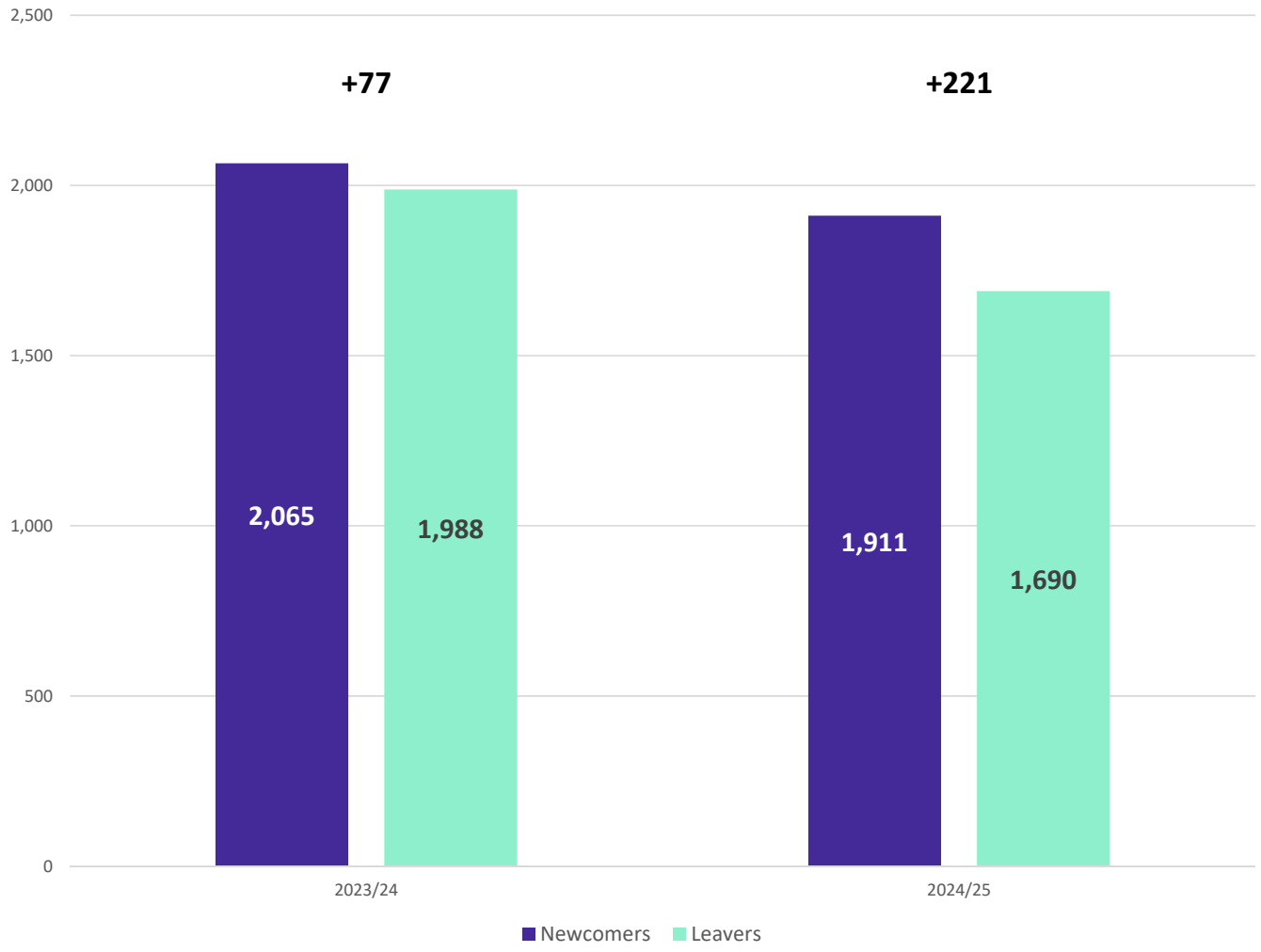
District Multifamily Yield

- There are 287 students residing in 2,472 multifamily units across the district
- The overall district multifamily yield is 0.116



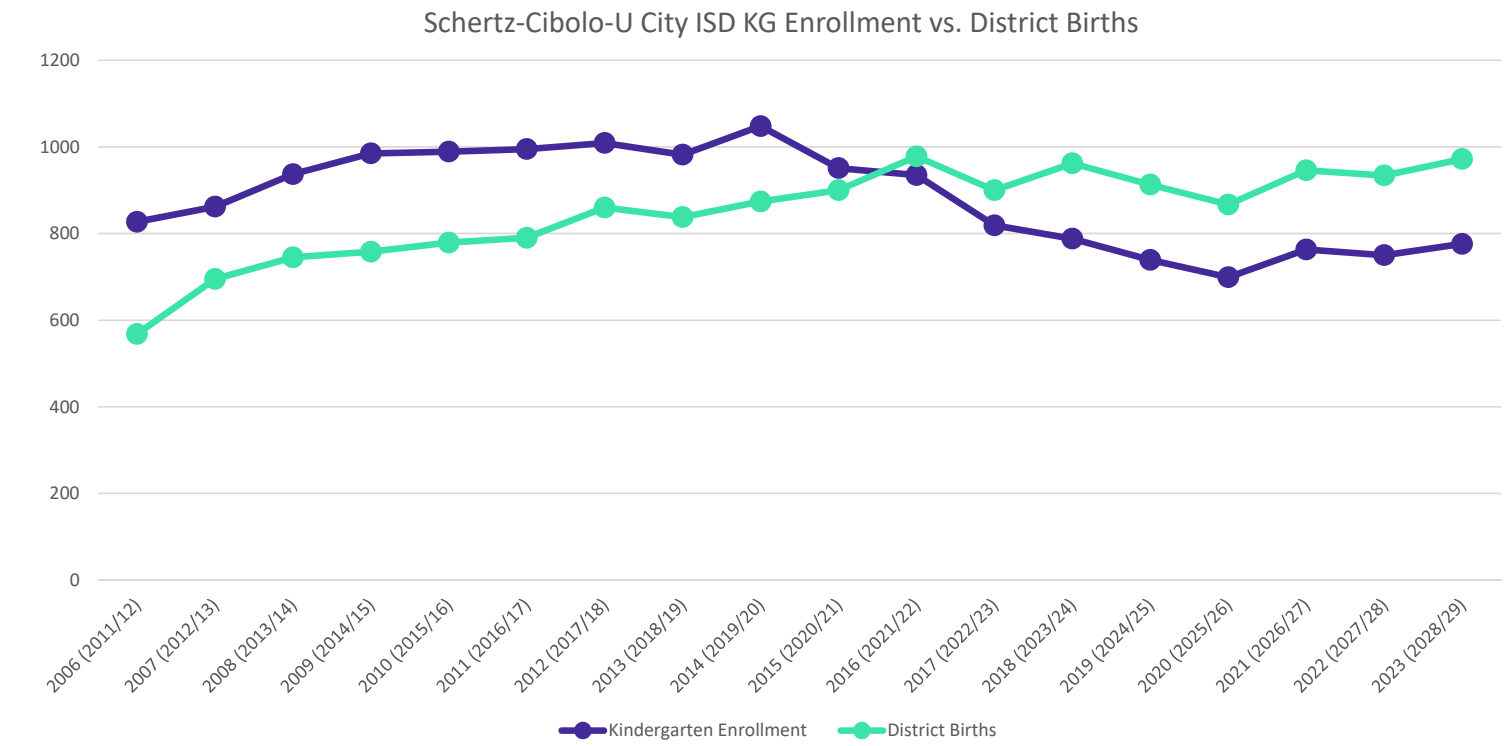
Zonda Education

Newcomers and Leavers



Zonda Education

Birth Rate Analysis



	Kindergarten Enrollment	District Births	Ratio
2006 (2011/12)	827	568	1.456
2007 (2012/13)	862	695	1.240
2008 (2013/14)	937	745	1.258
2009 (2014/15)	985	758	1.299
2010 (2015/16)	989	779	1.270
2011 (2016/17)	995	790	1.259
2012 (2017/18)	1,009	860	1.173
2013 (2018/19)	982	838	1.172
2014 (2019/20)	1,048	874	1.199
2015 (2020/21)	951	900	1.057
2016 (2021/22)	935	978	0.956
2017 (2022/23)	819	900	0.910
2018 (2023/24)	788	962	0.819
2019 (2024/25)	739	913	0.809
2020 (2025/26)	699	867	0.806
2021 (2026/27)	763	946	0.807
2022 (2027/28)	750	934	0.803
2023 (2028/29)	776	972	0.798

Ten Year Forecast by Grade Level

Year (Oct.)	EE/PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Total Growth	% Growth
2020/21	325	951	1,019	1,040	1,077	1,135	1,143	1,232	1,248	1,219	1,293	1,394	1,305	1,292	15,673		
2021/22	455	935	997	1,019	1,074	1,116	1,124	1,221	1,287	1,318	1,428	1,347	1,305	1,264	15,890	217	1.4%
2022/23	436	819	962	998	1,077	1,114	1,067	1,133	1,230	1,306	1,478	1,371	1,247	1,283	15,521	-369	-2.3%
2023/24	430	788	838	967	997	1,090	1,079	1,097	1,178	1,264	1,435	1,459	1,238	1,286	15,146	-375	-2.4%
2024/25	444	737	814	895	989	1,018	1,121	1,116	1,112	1,232	1,469	1,403	1,394	1,202	14,946	-200	-1.3%
2025/26	452	715	766	853	925	1,022	1,057	1,171	1,147	1,150	1,415	1,438	1,354	1,374	14,839	-107	-0.7%
2026/27	458	780	747	805	886	972	1,051	1,094	1,207	1,189	1,315	1,388	1,374	1,352	14,618	-221	-1.5%
2027/28	461	768	815	789	838	922	998	1,091	1,120	1,253	1,370	1,286	1,335	1,363	14,409	-209	-1.4%
2028/29	463	797	806	858	825	877	953	1,038	1,119	1,160	1,436	1,342	1,237	1,326	14,237	-172	-1.2%
2029/30	463	811	826	836	888	851	903	988	1,057	1,161	1,331	1,406	1,287	1,232	14,040	-197	-1.4%
2030/31	463	833	840	860	865	918	878	938	1,015	1,098	1,335	1,303	1,352	1,279	13,977	-63	-0.4%
2031/32	463	850	867	874	894	900	948	913	961	1,052	1,264	1,307	1,252	1,343	13,888	-89	-0.6%
2032/33	463	862	877	899	906	926	929	985	935	997	1,207	1,237	1,254	1,246	13,723	-165	-1.2%
2033/34	463	885	890	910	931	939	957	966	1,009	970	1,146	1,184	1,185	1,247	13,682	-41	-0.3%
2034/35	463	902	917	924	943	965	971	995	991	1,047	1,115	1,124	1,140	1,180	13,677	-5	0.0%

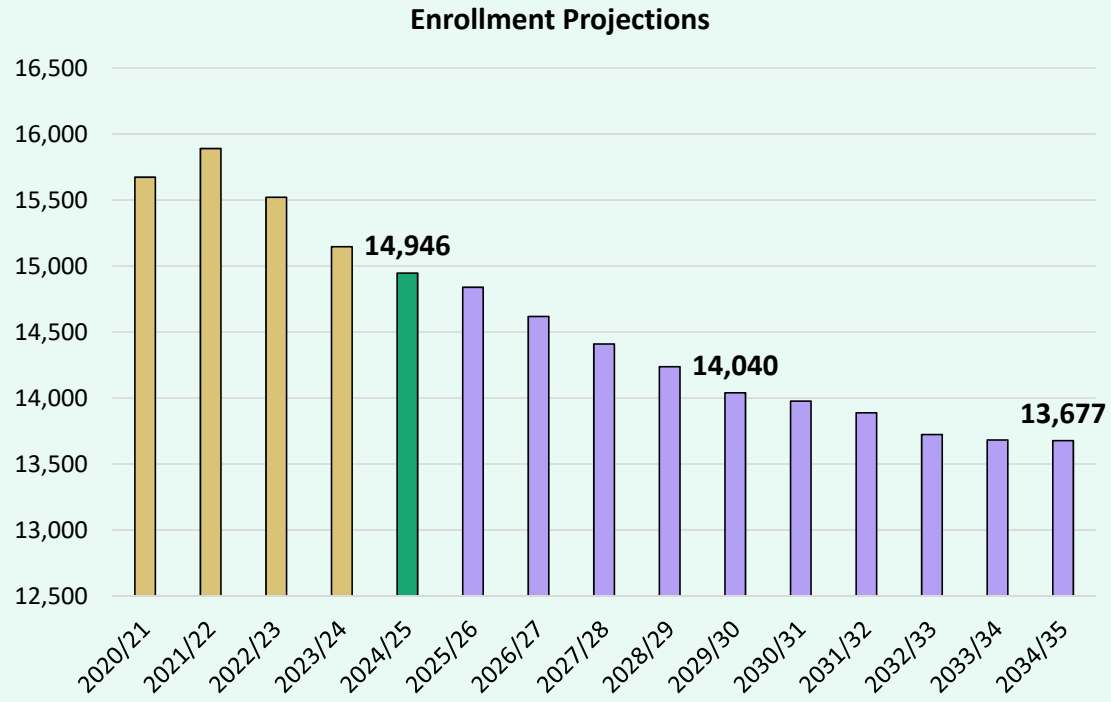
Yellow box = largest grade per year
Green box = second largest grade per year

Ten Year Forecast by Campus

Campus	Functional Capacity	Max Capacity	Fall	ENROLLMENT PROJECTIONS									
			2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35
CIBOLO VALLEY EL	1,038	1,200	591	535	523	519	510	512	521	526	534	544	554
GREEN VALLEY EL	732	899	503	481	463	469	462	453	451	450	450	448	449
NORMA PASCHAL EL	704	871	574	556	545	521	531	524	528	527	530	531	531
ROSE GARDEN EL	1,031	1,200	861	838	814	813	814	830	856	876	906	936	969
SCHERTZ EL	683	1,017	663	635	618	571	561	561	564	556	553	550	545
SIPPEL EL	704	997	641	625	628	645	647	665	689	707	731	757	783
WATTS EL	739	906	500	486	473	457	473	480	494	505	519	530	546
WIEDERSTEIN EL	704	997	564	577	584	598	628	650	676	701	710	722	737
ELEMENTARY TOTALS			4,897	4,733	4,648	4,593	4,626	4,675	4,779	4,848	4,933	5,018	5,114
Elementary Percent Change			-4.17%	-3.35%	-1.80%	-1.18%	0.72%	1.06%	2.22%	1.44%	1.75%	1.72%	1.91%
Elementary Absolute Change			-213	-164	-85	-55	33	49	104	69	85	85	96
JORDAN INT	888	1,126	811	781	754	752	711	675	665	694	728	737	755
SCHLATHER INT	832	1,116	724	740	683	615	607	607	556	569	583	585	599
WILDER INT	855	1,188	702	707	708	722	673	609	595	598	603	601	612
INTERMEDIATE TOTALS			2,237	2,228	2,145	2,089	1,991	1,891	1,816	1,861	1,914	1,923	1,966
Intermediate Percent Change			2.80%	-0.40%	-3.73%	-2.61%	-4.69%	-5.02%	-3.97%	2.48%	2.85%	0.47%	2.24%
Intermediate Absolute Change			61	-9	-83	-56	-98	-100	-75	45	53	9	43
DOBIE JH	1,285	1,540	1,231	1,184	1,262	1,256	1,180	1,108	1,073	1,052	992	1,023	1,058
CORBETT JH	1,285	1,500	1,113	1,113	1,134	1,117	1,099	1,110	1,040	961	940	956	980
JUNIOR HIGH SCHOOL TOTALS			2,344	2,297	2,396	2,373	2,279	2,218	2,113	2,013	1,932	1,979	2,038
Junior High School Percent Change			-4.01%	-2.01%	4.31%	-0.96%	-3.96%	-2.68%	-4.73%	-4.73%	-4.02%	2.43%	2.98%
Junior High School Absolute Change			-98	-47	99	-23	-94	-61	-105	-100	-81	47	59
CLEMENS HS	2,733	3,300	2,589	2,618	2,531	2,523	2,523	2,491	2,503	2,492	2,388	2,309	2,206
STEELE HS	2,733	3,200	2,790	2,871	2,806	2,739	2,726	2,673	2,674	2,582	2,464	2,361	2,261
ALSELC			89	92	92	92	92	92	92	92	92	92	92
HIGH SCHOOL TOTALS			5,468	5,581	5,429	5,354	5,341	5,256	5,269	5,166	4,944	4,762	4,559
High School Percent Change			0.92%	2.07%	-2.72%	-1.38%	-0.24%	-1.59%	0.25%	-1.95%	-4.30%	-3.68%	-4.26%
High School Absolute Change			50	113	-152	-75	-13	-85	13	-103	-222	-182	-203
DISTRICT TOTALS			**14,946**	**14,839**	**14,618**	**14,409**	**14,237**	**14,040**	**13,977**	**13,888**	**13,723**	**13,682**	**13,677**
District Percent Change			-1.32%	-0.72%	-1.49%	-1.43%	-1.19%	-1.38%	-0.45%	-0.64%	-1.19%	-0.30%	-0.04%
District Absolute Change			-200	-107	-221	-209	-172	-197	-63	-89	-165	-41	-5

Yellow box = exceeds Functional capacity
Pink box = exceeds Max capacity

Key Takeaways



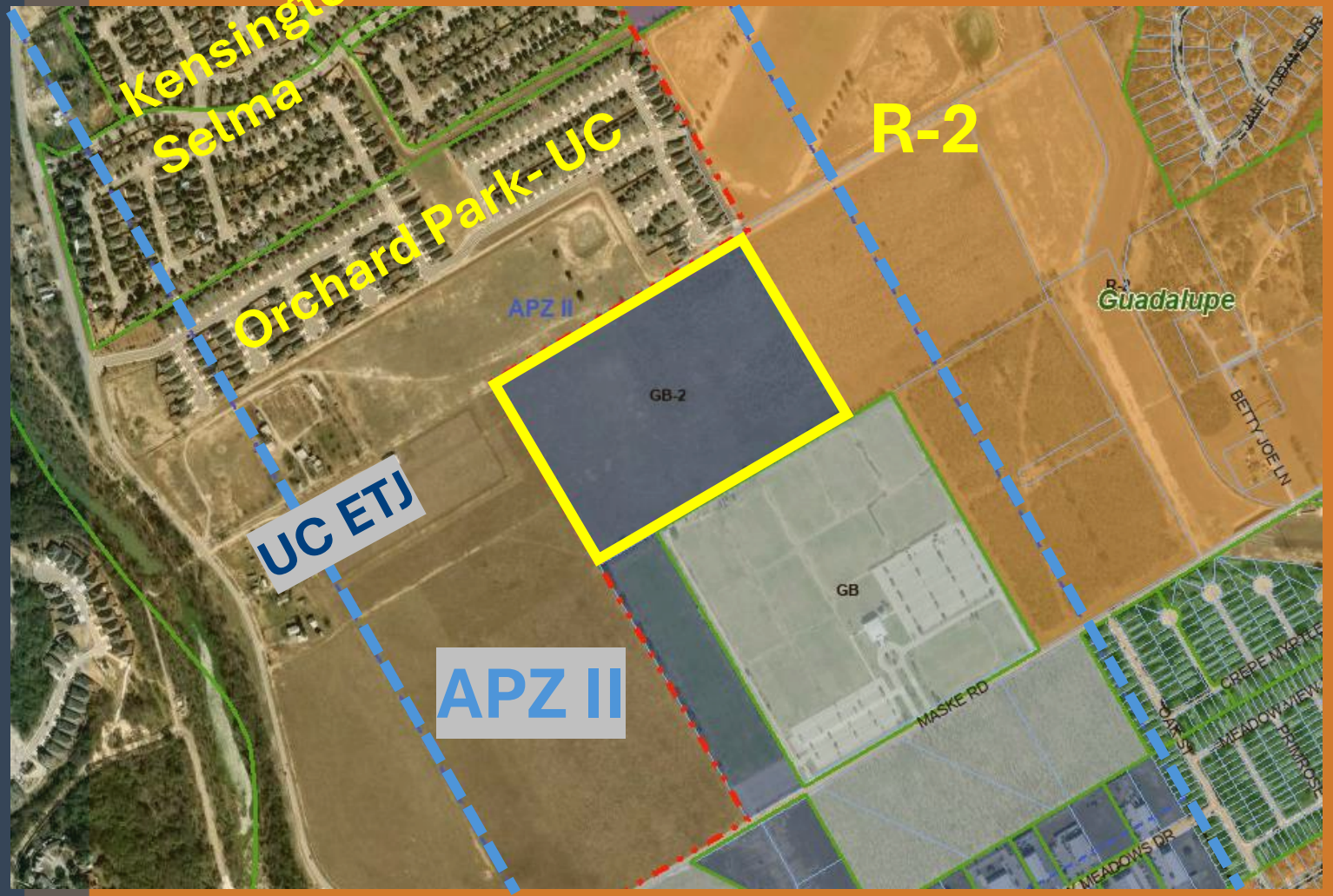
- Annual closings near 900 in 2024
- Housing market remains cloudy with continued high interest rates and looming tariffs
- The district has more than 390 homes currently in inventory and more than 2,100 vacant developed lots available for builders
- Groundwork is underway on approx. 500 lots within 6 subdivisions
- Schertz-Cibolo-Universal City ISD is forecasted to enroll more than 14,000 students by 2029/30

Ord. 25-S-047

Proposed Zone Change to R-2 for 32 acres APZ II

Daisy Marquez | Senior Planner

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	Zoning	Use
Subject Property	General Business District-II (GB-2)	Undeveloped
North	Out of City Limits	Universal City Agriculture/ Homes
South	General Business District-2 (GB-2) and General Business District (GB)	Soccer Fields Private and Soccer Fields owned by City of Schertz
East	Single-Family Residential District (R-2)	Undeveloped
West	Out of City Limits	Universal City ETJ Undeveloped/ Agriculture

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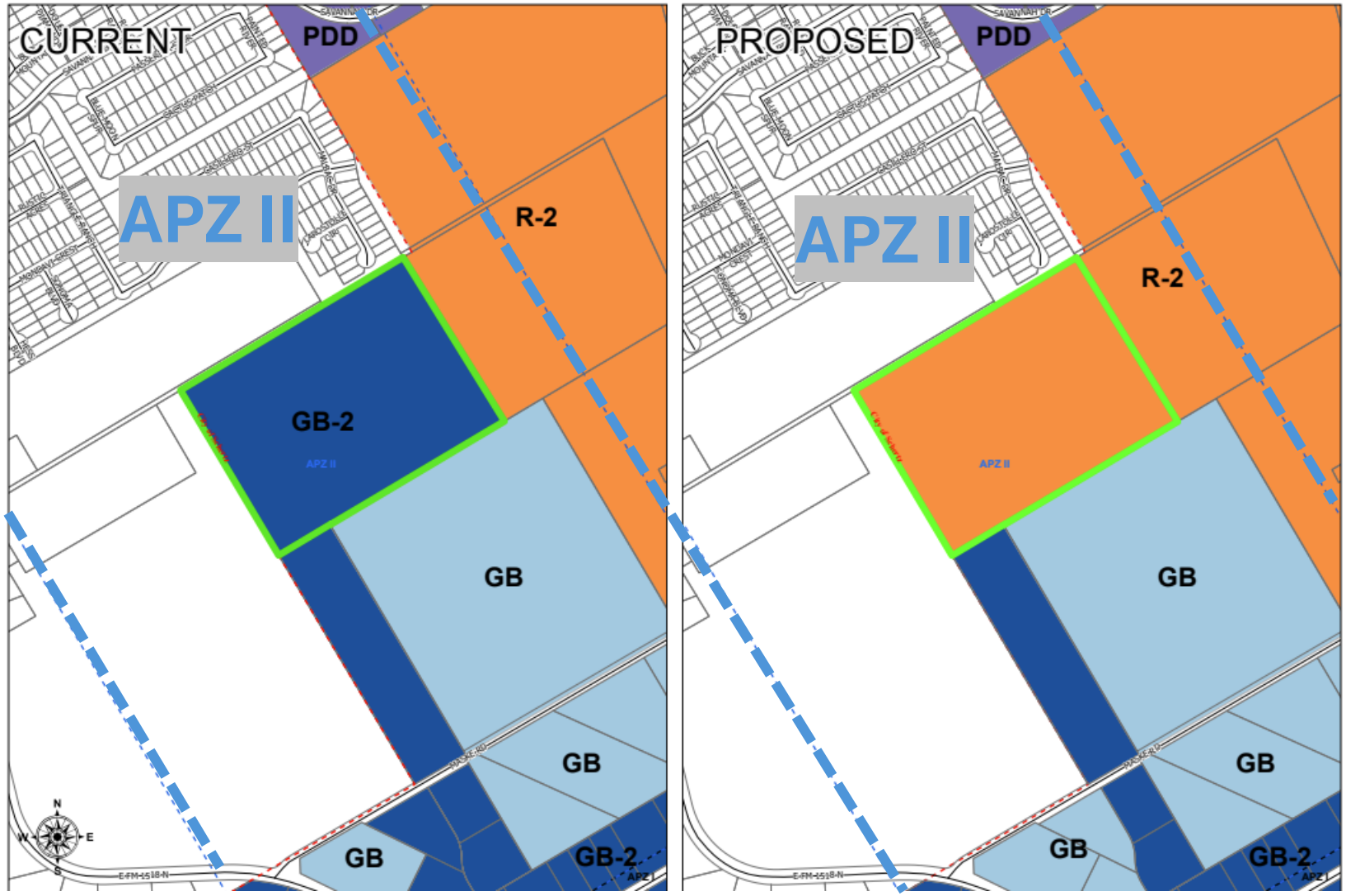




- 10 Public notices were sent on 06.18.2025
- As of today
  - (3) in Favor
  - (0) Neutral to
  - (3) in Opposition
- A public hearing notice was published in the “San Antonio Express” 10.29.25
- (2) Notification Signs were placed by the applicant
- Notice was sent to SCUC ISD

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Background:



- 32 Acres
- In the APZ II
- Requires Affirmative Recommendation from JBSA

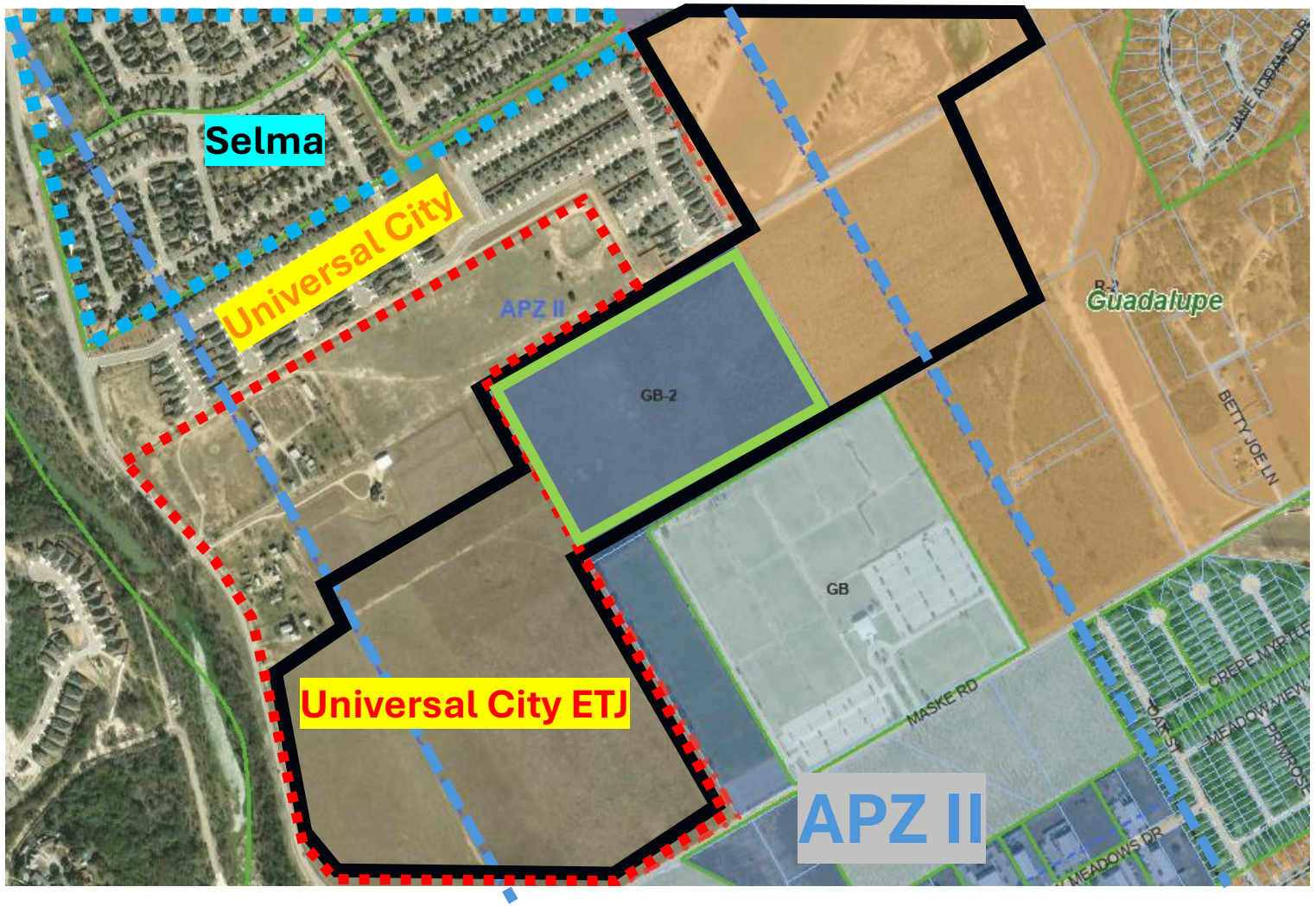
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Zoning District Requirements

	Existing	Proposed
	General Business District-II (GB-2)	Single-Family Residential District (R-2)
Permitted Uses (Sec. 21.5.8)	• Appliances, Furniture and Home Furnishing Store • Building Material and Hardware Sales • Car Wash, Automated • Commercial Amusement, Indoor • Auto Repairs and Service, Major • **Office Warehouse/Distribution Center** • Mini-Warehouse/Public Storage (SUP) • ***non-exhaustive list**	Family or group home Gated Community Golf Course * **Non-exhaustive list**
Area Square Feet (Sec. 21.5.7)	10,000	8,400
Width & Depth (Sec. 21.5.7)	100 x 100	70 X 120
Setbacks, Adj. Non-Residential (Sec. 21.5.7)	Front: 20', Side: NA, Rear: NA	Front :25; Side: 10; Rear: 20
Maximum Height (Sec. 21.5.7)	120'	35'
Maximum Impervious Coverage (Sec. 21.5.7)	80%	50%

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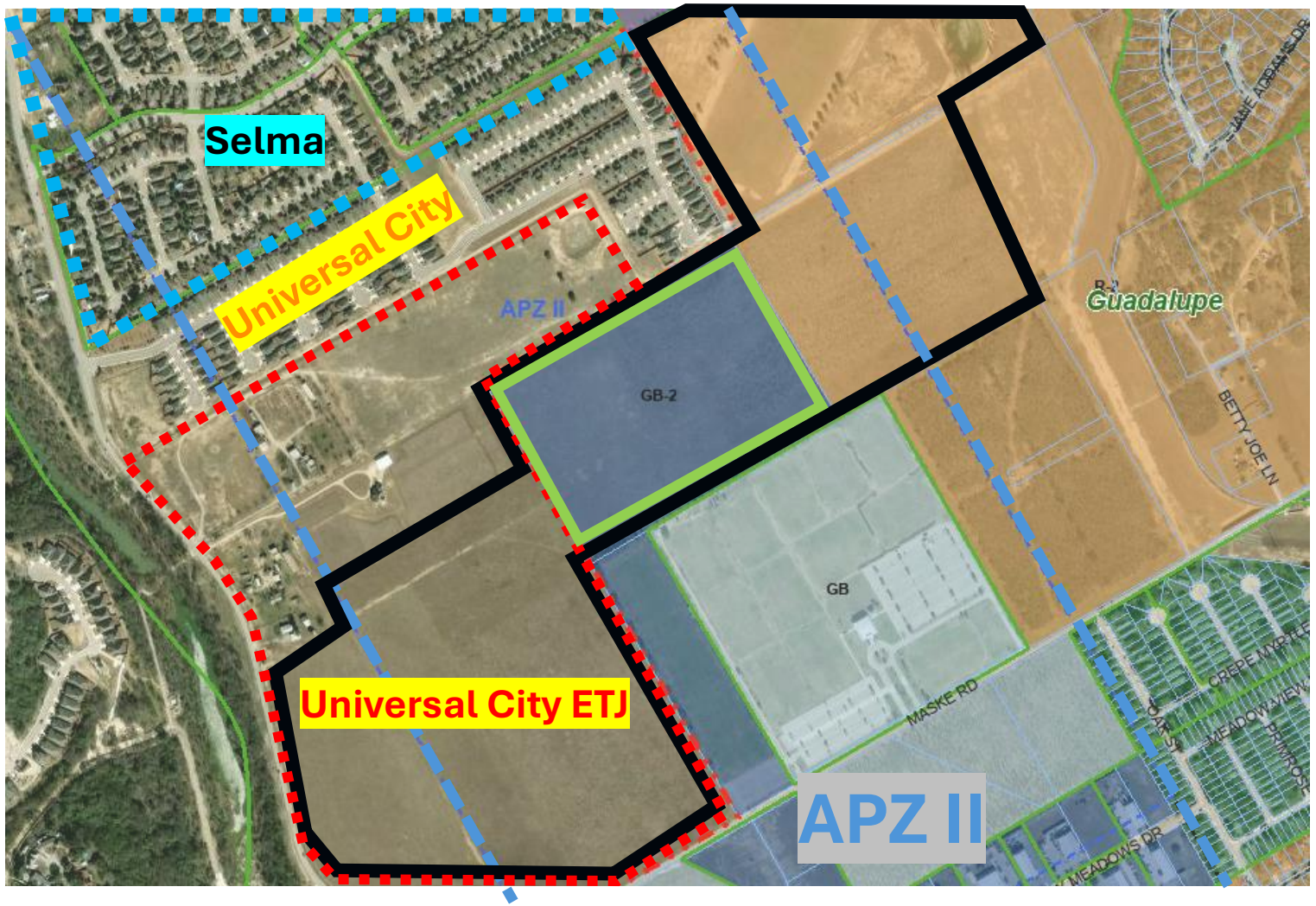
Background:



- Per the Letter of Intent:
  - Part of a larger multiple jurisdiction development
- Subject Property = 32 acres

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Background:



- City of Schertz only has jurisdiction for properties within its city limits.
  - UDC includes adopted rules and regulations for properties in the AICUZ
- Other jurisdictions may not utilize the same rules and regulations within the AICUZ in the same fashion Schertz does.

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APZ Approval Requirement

Sec. 21.5.9. - Special districts.

A. *Air Installation Compatible Use Zone District (AICUZ).*

1. Established to provide control on encroachment around a military airfield, encroachment that could destroy the harmonious relationship existing between the local community and a military airfield. This could eventually lead to the removal of the airfield, which would affect the economy of the area. Restrictions established in accordance with suggested guidelines and studies published by the military will control the development, construction and density of the area. The area is subject to high frequency of noise from aircraft and is at high risk to potential aircraft accidents. All uses and regulations contained within the AICUZ shall be in accordance with the AICUZ study and regulations published by Randolph Air Force Base.
2. A request for development that is not a permitted use by the AICUZ Study, as adopted by the City, or a request for zoning change for property located within the AICUZ requires written notification to Randolph Air Force Base (RAFB) of the proposed development, type occupancy, occupant load, hours of operation, and any special conditions of the project that may include noise, dust, smoke emissions, etc., and any proposed request for a zone change within the AICUZ, with applicable reference the Standard Land Use Code Manual (SLUCM) as adopted in the AICUZ Study. An acknowledgment from RAFB will be requested on the proposed development within 60 days. RAFB may conclude that the proposed development or zoning change should be permitted. Unless RAFB affirmatively recommends to the City that the proposed development or zoning change in the AICUZ be permitted, the development or zoning change will not be approved by the City. Failure on the part of RAFB to respond within 60 days will be deemed to be disapproval.

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINTBASE SAN ANTONIO

APRIL LETTER

9 April 2025

MEMORANDUM FOR CITY OF SCHERTZ

FROM: 502 ABW/CMI
JBSA Installation Mission Sustainment
2080 Wilson Way
Fort Sam Houston, TX 78234

SUBJECT: Joint Base San Antonio review of Zoning Case PLZC20250062 Proposed Rezone to R-2 in APZ II

1. PLZC20250062 Proposed Rezone to R-2 in APZ II has been reviewed by JBSA-RND organizations. JBSA recommends addressing the following comments before moving forward in the planning and development process.

a. Proposed City of Schertz R2 Zoning Category would permit minimum 8,400 sq ft (70'x120') lots within APZ II. At 25-acres, the proposed zoning category of R2 could permit up to 129 lots. The proposed exhibit displays 77 units within the subject 25-acre portion of the proposed MDP, bringing the proposed density to 3.08 du/acre. This exceeds the recommended compatible maximum density of 2 du/acre within APZ II per the 2017 RND AFB AICUZ Land Use Compatibility Tables, SLUCM no. 11, Residential, Single units: detached. Request clarification from applicant on total proposed units within 25-acre portion of APZ II.

DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINTBASE SAN ANTONIO

MAY LETTER

22 May 2025

MEMORANDUM FOR CITY OF SCHERTZ

FROM: 502 ABW/CMI
JBSA Installation Mission Sustainment
2080 Wilson Way
Fort Sam Houston, TX 78234

SUBJECT: Joint Base San Antonio review of PLZC20250062- Proposed Rezone to R-2 in APZ II-Updated Application

1. PLZC20250062- Proposed Rezone to R-2 in APZ II-Updated Application has been reviewed by JBSA-RND organizations. JBSA recommends addressing the following comments for consideration in the planning and development process.

a. Approximately 32-acres of the subject tract are located w/in JBSA RND runway 15L/33R Accident Potential Zone II (APZ II). Per the 2017 RND AFB Air Installation Compatible Use Zones (AICUZ) study, maximum recommended density for single-family land uses w/in APZII is not to exceed 2 dwelling units/acre. JBSA recommends application of the above 2 dwelling units/acre single-family land use maximum density as applied to the subject 32-acre parcel, through the establishment of the appropriate, flexible, City of Schertz Zoning District as identified within Article 5, Sec. 21.5.9. – Special Districts, of The City of Schertz Unified Development Code.

An Example Not Received By This APPLICATION

DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINTBASE SAN ANTONIO

12 May 2025

MEMORANDUM FOR CITY OF SCHERTZ

FROM: 502 ABW/CMI
JBSA Installation Mission Sustainment
2080 Wilson Way
Fort Sam Houston, TX 78234

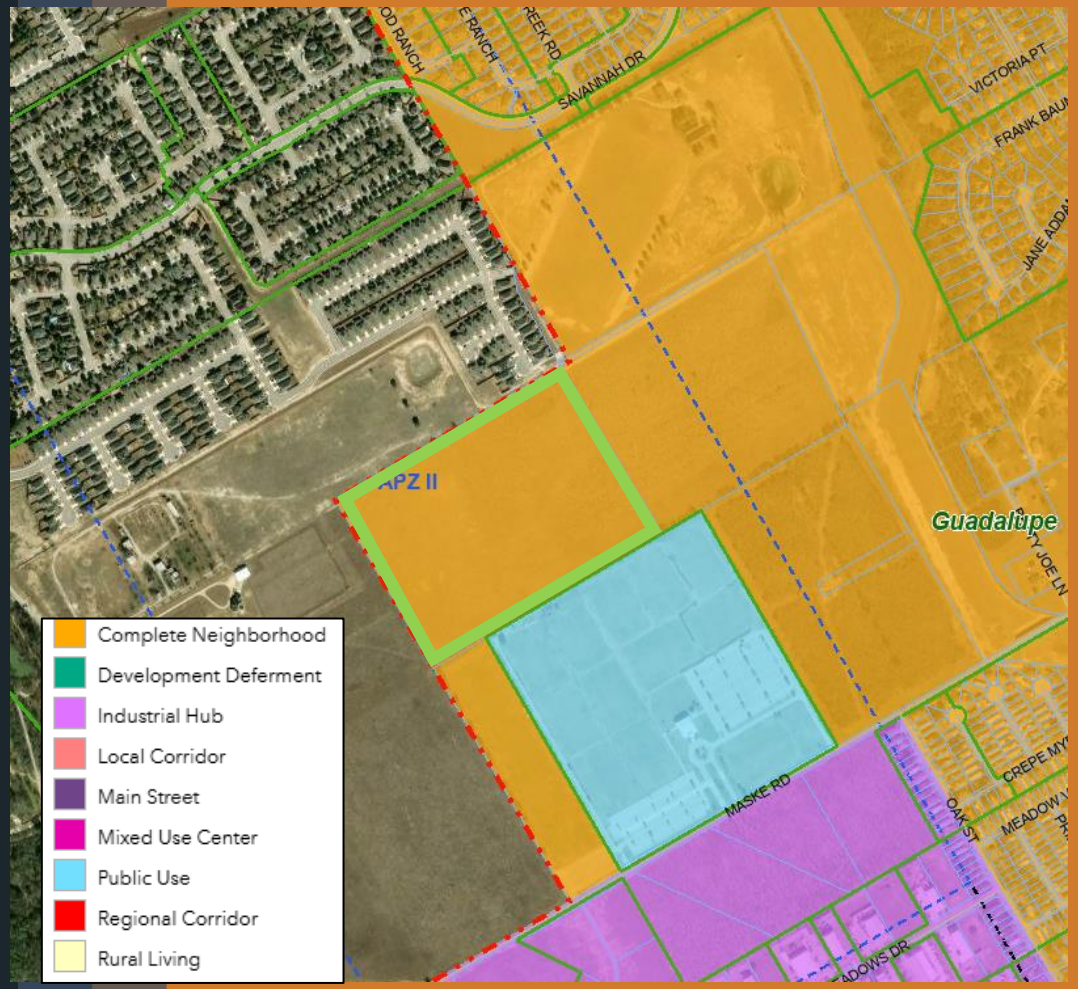
SUBJECT: Joint Base San Antonio review of Zone Change in APZ II PLZC20250094-Maske Road Business Park (36 & 40 Maske Road)

1. Zone Change in APZ II PLZC20250094-Maske Road Business Park (36 & 40 Maske Road) has been reviewed by JBSA-RND organizations. JBSA affirmatively recommends the proposed zoning change is permitted, however, there are additional comments for consideration in planning and development.

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UDC SECTION 21.5.4.D Criteria for Approval

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



- Complete Neighborhood: Mixture of Housing and supporting land uses
- Consider: Conflicts among land uses & roadway classification
- All 32 acres are within the APZ II
  - Proposed R-2 would allow 5.2 dwelling units/ acre
  - We cannot restrict the use of a property with straight zoning

Considering the proposed residential density in the APZ-II that encumbers the property, the proposed residential is not appropriate at the specified location and creates conflicts among land use.

- Does not implement the Comprehensive Plan.

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

UDC SECTION 21.5.4.D Criteria for Approval

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

Does not promote the health, safety, and general welfare of the City.

- Applicant did not receive an affirmative recommendation from JBSA as required per UDC Section 21.5.9.A.2.

- Does not meet the UDC requirements.

Sec. 21.5.9. - Special districts.

A. *Air Installation Compatible Use Zone District (AICUZ).*

1. Established to provide control on encroachment around a military airfield, encroachment that could destroy the harmonious relationship existing between the local community and a military airfield. This could eventually lead to the removal of the airfield, which would affect the economy of the area. Restrictions established in accordance with suggested guidelines and studies published by the military will control the development, construction and density of the area. The area is subject to high frequency of noise from aircraft and is at high risk to potential aircraft accidents. All uses and regulations contained within the AICUZ shall be in accordance with the AICUZ study and regulations published by Randolph Air Force Base.
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UDC SECTION 21.5.4.D Criteria for Approval

The application was forwarded twice to JBSA for their review. Two letters were received in April and in May.

- No affirmative recommendation was received.

DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINTBASE SAN ANTONIO

APRIL LETTER

9 April 2025

MEMORANDUM FOR CITY OF SCHERTZ

FROM: 502 ABW/CMI
JBSA Installation Mission Sustainment
2080 Wilson Way
Fort Sam Houston, TX 78234

SUBJECT: Joint Base San Antonio review of Zoning Case PLZC20250062 Proposed Rezone to R-2 in APZ II

1. PLZC20250062 Proposed Rezone to R-2 in APZ II has been reviewed by JBSA-RND organizations. JBSA recommends addressing the following comments before moving forward in the planning and development process.

a. Proposed City of Schertz R2 Zoning Category would permit minimum 8,400 sq ft (70'x120') lots within APZ II. At 25-acres, the proposed zoning category of R2 could permit up to 129 lots. The proposed exhibit displays 77 units within the subject 25-acre portion of the proposed MDP, bringing the proposed density to 3.08 du/acre. This exceeds the recommended compatible maximum density of 2 du/acre within APZ II per the 2017 RND AFB AICUZ Land Use Compatibility Tables, SLUCM no. 11, Residential, Single units: detached. Request clarification from applicant on total proposed units within 25-acre portion of APZ II.

DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINTBASE SAN ANTONIO

MAY LETTER

22 May 2025

MEMORANDUM FOR CITY OF SCHERTZ

FROM: 502 ABW/CMI
JBSA Installation Mission Sustainment
2080 Wilson Way
Fort Sam Houston, TX 78234

SUBJECT: Joint Base San Antonio review of PLZC20250062- Proposed Rezone to R-2 in APZ II-Updated Application

1. PLZC20250062- Proposed Rezone to R-2 in APZ II-Updated Application has been reviewed by JBSA-RND organizations. JBSA recommends addressing the following comments for consideration in the planning and development process.

a. Approximately 32-acres of the subject tract are located w/in JBSA RND runway 15L/33R Accident Potential Zone II (APZ II). Per the 2017 RND AFB Air Installation Compatible Use Zones (AICUZ) study, maximum recommended density for single-family land uses w/in APZII is not to exceed 2 dwelling units/acre. JBSA recommends application of the above 2 dwelling units/acre single-family land use maximum density as applied to the subject 32-acre parcel, through the establishment of the appropriate, flexible, City of Schertz Zoning District as identified within Article 5, Sec. 21.5.9. – Special Districts, of The City of Schertz Unified Development Code.

UDC SECTION 21.5.4.D Criteria for Approval

of an affirmative recommendation letter from another application.

An Example Not Received By This APPLICATION

DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINTBASE SAN ANTONIO

12 May 2025

MEMORANDUM FOR CITY OF SCHERTZ

FROM: 502 ABW/CMI
JBSA Installation Mission Sustainment
2080 Wilson Way
Fort Sam Houston, TX 78234

SUBJECT: Joint Base San Antonio review of Zone Change in APZ II PLZC20250094-Maske Road Business Park (36 & 40 Maske Road)

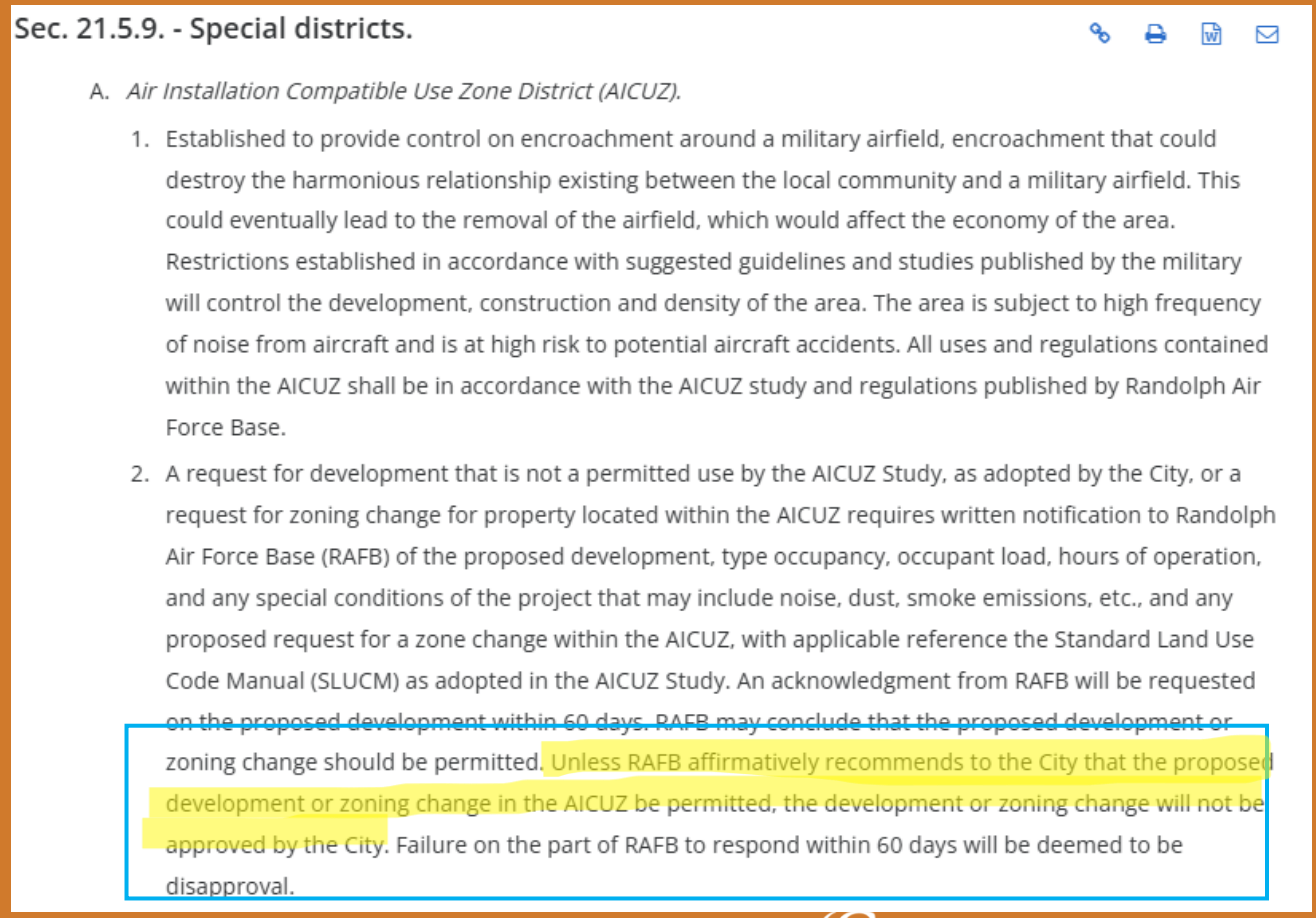
1. Zone Change in APZ II PLZC20250094-Maske Road Business Park (36 & 40 Maske Road) has been reviewed by JBSA-RND organizations. JBSA affirmatively recommends the proposed zoning change is permitted, however, there are additional comments for consideration in planning and development.

a. Subject parcel is located within Randolph AFB Accident Potential Zone II (APZ II). Per the 2017 RND Air Installations Compatible Use Zones (AICUZ) study, Warehousing and storage services, SLUCM No. 63.7, is permitted within APZ II with a maximum Floor-to-Area Ratio (FAR) of 2.0. Retail trade, SLUCM No. 50, is generally permitted within APZ II with a maximum FAR of .28. The majority of Office services, to include Misc Services (SLUCM no. 69) are permitted w/in APZ II with maximum FAR of .22. Additionally, due to the proximity to the primary approach/departure flight tracks of RND AFB, expect regular and increasing levels of noise.

UDC SECTION 21.5.4.D Criteria for Approval

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

- Does not meet the **UDC requirements** of UDC Section 21.5.9
- Did not receive JBSA affirmative recommendation as required per UDC Section 21.5.9.
- Comprehensive Plan:
  - Collaboration with Stakeholders
  - UDC has procedures in place to ensure collaboration with JBSA per UDC Section 21.5.9



Sec. 21.5.9. - Special districts.

A. *Air Installation Compatible Use Zone District (AICUZ).*

1. Established to provide control on encroachment around a military airfield, encroachment that could destroy the harmonious relationship existing between the local community and a military airfield. This could eventually lead to the removal of the airfield, which would affect the economy of the area. Restrictions established in accordance with suggested guidelines and studies published by the military will control the development, construction and density of the area. The area is subject to high frequency of noise from aircraft and is at high risk to potential aircraft accidents. All uses and regulations contained within the AICUZ shall be in accordance with the AICUZ study and regulations published by Randolph Air Force Base.
2. A request for development that is not a permitted use by the AICUZ Study, as adopted by the City, or a request for zoning change for property located within the AICUZ requires written notification to Randolph Air Force Base (RAFB) of the proposed development, type occupancy, occupant load, hours of operation, and any special conditions of the project that may include noise, dust, smoke emissions, etc., and any proposed request for a zone change within the AICUZ, with applicable reference the Standard Land Use Code Manual (SLUCM) as adopted in the AICUZ Study. An acknowledgment from RAFB will be requested on the proposed development within 60 days. RAFB may conclude that the proposed development or zoning change should be permitted. Unless RAFB affirmatively recommends to the City that the proposed development or zoning change in the AICUZ be permitted, the development or zoning change will not be approved by the City. Failure on the part of RAFB to respond within 60 days will be deemed to be disapproval.

UDC SECTION 21.5.4.D Criteria for Approval

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

- Single-Family Residential District (R-2)
  - Schools, Parks, Single-Family

- Airport Installation Compatible Use Zone District (AICUZ)
  - APZ II
  - Single-Family residential is not incompatible within the AICUZ however, the density proposed with R-2 zoning is not compatible

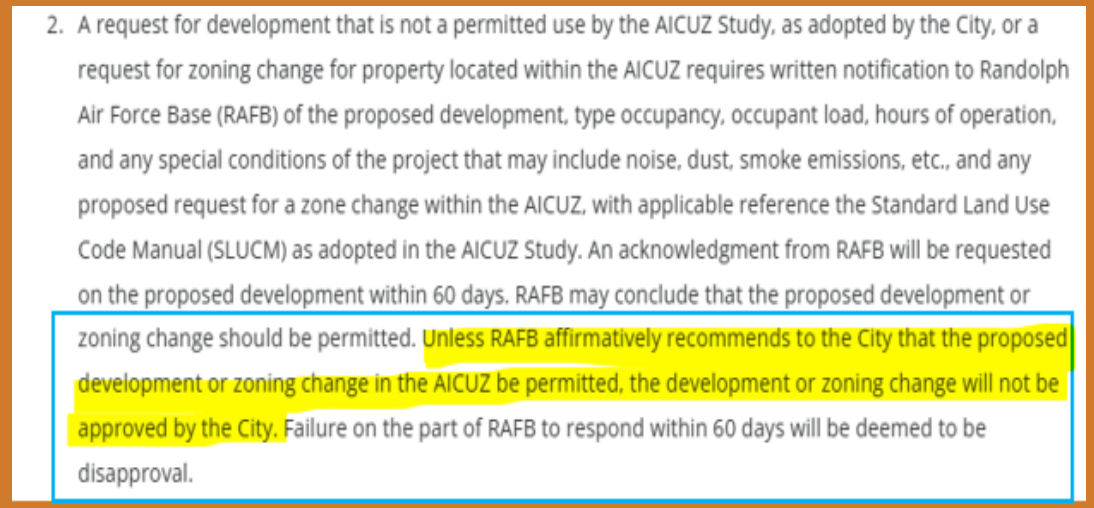
- TIA Determination Form
  - The request in zone change from GB-2 to R-2 would not have an adverse impact to the transportation system created by the proposed development traffic

UDC SECTION 21.5.4.D Criteria for Approval

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

- Proposed zone change does not meet the Unified Development Code Requirements as listed in Section 21.5.9.A.2.
  - No Affirmative Recommendation from JBSA received

- Police, Fire, And EMS Departments were notified
  - Police and EMS do not have specific concerns over the zone change request
  - The Fire Department has concerns with potential residential development within the JBSA Flight Path due to the additional potential of accidents in the APZ



2. A request for development that is not a permitted use by the AICUZ Study, as adopted by the City, or a request for zoning change for property located within the AICUZ requires written notification to Randolph Air Force Base (RAFB) of the proposed development, type occupancy, occupant load, hours of operation, and any special conditions of the project that may include noise, dust, smoke emissions, etc., and any proposed request for a zone change within the AICUZ, with applicable reference the Standard Land Use Code Manual (SLUCM) as adopted in the AICUZ Study. An acknowledgment from RAFB will be requested on the proposed development within 60 days. RAFB may conclude that the proposed development or zoning change should be permitted. Unless RAFB affirmatively recommends to the City that the proposed development or zoning change in the AICUZ be permitted, the development or zoning change will not be approved by the City. Failure on the part of RAFB to respond within 60 days will be deemed to be disapproval.

Staff Recommendation:

UDC Section 21.5.9.A.2. stipulates that unless Randolph Air Force Base (RAFB) affirmatively recommends to the City that the proposed development or zoning change in the Air Installation Compatible Use Zones (AICUZ) be permitted, the development or zoning change will not be approved by the City.

Staff recommends denial of Ord.25-S-047 for not meeting the Unified Development Code requirements, as the applicant has failed to obtain an affirmative recommendation from JBSA-Randolph as per UDC Section 21.5.9.A.2.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission held a public hearing for the item on October 1, 2025, and made a recommendation of denial to City Council with a 7-0 vote.

Agenda No. 16.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 18, 2025**
Department:	**Engineering**
Subject:	**Monthly Update - Major Projects in Progress/CIP (B.James/K.Woodlee)**

Attachments

11-18-25 Council Updates on In-Progress Projects

Informational Only

CITY COUNCIL MEMORANDUM

City Council Meeting: **November 18, 2025**

Department: **City Manager**

Subject: **Update on Major Projects in Progress**

Background

This is the monthly update on large projects that are in progress or in the planning process. This update is being provided so Council will be up to date on the progress of these large projects. If Council desires more information on any project or on projects not on this list, please reach out to staff and that information will be provided.

Facilities Projects:

1. **Fleet Building Parking Lot**
   Project Description – Pave the open grassy area located at 27 Commercial Place
   - Project Status: Site Plan Development and Construction Design
   - Projected Completion: To be determined
   - Consultant: Unintech Consulting Engineers, Inc.
   - Contractor: To be determined

   Project Update: This project is being pushed back to FY26-27 due to the need to reallocate funding from this project to help fund the repairs of the retention wall and pavers at the Schertz Library. In the interim, Public Works will be paving a small area of the lot to provide additional improved surface for parking and storage of vehicles and equipment in order to comply with the City's regulations regarding the use of unimproved surfaces.

2. **Library Retention Wall (Pavers)**
   Project Description – Replacing the failing plastic panels around the library foundation with concrete panels. This includes removal and replacement of some of the concrete pavers in the rear courtyard.
   - Project Status: Design
   - Projected Completion: Spring 2026
   - Project Cost: $350,000
   - Consultant: Unintech Consulting Engineering
   - Contractor: To be determined

   Project Update: No change since last report. Staff is reviewing internally whether to replace the pavers with concrete with this project.

3. **Fire Station 4**

   Project Description – Fire Station 4 Build
   - Projected Completion: December 2026
   - Project Cost: Estimated $13.25 million
   - Consultant: AGCM – Owner Rep
   - Architect: Martinez Architecture
   - Contractor: Marksman – CMAR

   Project Update: Project Status: Design completed and project GMP expense approved by council. Site Plan has been approved by the city. CPS is working through install of power lines to site. Discussing groundbreaking to be done after CPS work completed.

4. **FM 78 Build Out PD CID Property Room**

   Project Description – Remodel a portion of the County Building that PD will utilize for CID and Property
   - Project Status: Approved by the County
   - Projected Completion: TBD
   - Consultant: TBD
   - Contractor: TBD

   Project Update: Conducted a walk through with sister city departments and developed a rough draft of the design-build rough draft of design build. Scope of work for architectural and construction design completed for RFB.

5. **Police Department Building Remodel**

   Project Description – Remodel office areas within building #6 where the Police Department operates. Areas to remodel may include the current CIS division, P&E holding area, and possibly other offices along that hallway.
   - Project Status: Once the FM 78 project has begun and is nearing completion, we can move forward.
   - Projected Completion: TBD
   - Consultant: TBD
   - Contractor: TBD

   Project Update: Internal PD discussions on options for refurbishing PD work area once FM 78 build out is completed. In a holding status until we finalize administrative tasks with FM 78 Build Out PD CID Property Room project. the PD work area once the FM 78 build-out the PD work area once the FM 78 build-out

<u>Drainage Projects:</u>

1. **FM 78 South Channel Silt Removal**

   Project Description – Silt removal for the existing FM 78 South Drainage channel to include permitting, easement acquisition and construction.
   - Project Status: Easement Acquisition
   - Projected Completion: Fall 2026
   - Project Cost: Design $32,100, Drainage Report $4,600
   - Consultant: Unintech Consulting Engineers, Inc.
   - Contractor: TBD

   Project Update: No new updates since last council meeting. Design of the project is complete. The project has been on hold pending resolution of some easement acquisition challenges. Staff are

working to identify the appropriate path of access to the channel. Unintech will resume work to acquire necessary easements for the project once those challenges have been resolved. After easements are acquired, the project will be rebid, and construction will proceed.

2. **Pickrell Park & FM 1518 Drainage**
   Project Description – Installation of underground drainage, upgraded creek outfalls and provide localized surface drainage swales. Sanitary sewer relocation within areas of conflict with proposed drainage improvements
   - Project Status: Preliminary Engineering Study
   - Projected Completion: TBD
   - Project Cost: $41,987 - $47,500 NTE (study only)
   - Consultant: Unintech Consulting Engineers, Inc.
   - Contractor: TBD

   Project Update: Unintech is completing the field work for the drainage and sewer analysis. They are working to provide a report to City staff for review.

3. **Wendy Swan Drainage**
   Project Description – Removal of an existing concrete retaining wall, install underground drainage and fill to grade with localized surface drainage.
   - Project Status: Design
   - Projected Completion: Summer 2026
   - Project Cost: Design $108,500 ($115,000 NTE), Construction Estimate $939,000
   - Consultant: Unintech Consulting Engineers, Inc.
   - Contractor: TBD

   Project Update: Unintech is completing the fieldwork for the drainage improvements. They are working on the preliminary design and will provide this to City staff for review prior to final design.

4. **Friesenhahn Lift Station Drainage Improvements**
   Project Description – Drainage study of Friesenhahn Lift Station site will be performed and used to develop plans for construction of recommended improvements to remedy poor drainage conditions around the site.
   - Project Status: Study and Design
   - Projected Completion: TBD
   - Project Cost: Design $74,815 Construction Estimate TBD
   - Consultant: Utility Engineering Group
   - Contractor: TBD

   Project Update: UEG is completing the field work for the drainage improvements. They are working on the study to provide to City staff which will outline improvements to be made to the site and surrounding area.

Water and Wastewater Projects:

1. **Woman Hollering Creek Wastewater Interceptor Main and Lift Station**
   Project Description – Design and construction of a sanitary sewer system to collect and convey wastewater to the future CCMA water reclamation plant off Trainer Hale Road in Southern Schertz. The system consists of approximately 19,000 linear feet of 30" gravity wastewater line running generally along Woman Hollering Creek from the existing Sedona lift station on FM 1518 to a new lift station on IH 10 and approximately 6,000 feet of force main from the lift station to CCMA plant. It also includes an additional 18" gravity line approximately 1,500 feet in length that will first serve the Hallie's Cove Subdivision. The system is necessary for the new CCMA plant to begin operation and to allow the existing Woman Hollering Lift Station at Sedona to be taken out of service.
   - Project Status: Construction
   - Projected Completion: Fall 2025
   - Project Cost: Engineering/Design $1,187,594, Land purchases, ROW, legal and advertising $700,810, Construction $11,100,000, totaling $12,988,404
   - Design Engineer: Cobb Fendley & Associates, Inc.
   - Owner's Representative: AGCM, Inc.
   - Contractor: Thalle Construction Co, Inc.

   Project Update: The collection and conveyance system including the lift station was put into operation March 3, 2025. The CCMA South Plant is operational. The Woman Hollering Package Treatment Plant has been shut down and is being cleaned and removed from the leased property location. The Sedona Lift Station and the pump and haul operation at Hallie's Cove have been decommissioned. The contractor continues to work on correction of items identified on the punchlist for the project to be completed. It is estimated that the remainder of the work on the project may still take several months to complete but as stated, the project is operational. Staff will be presenting a final change order to Council at the December meeting. The change is related to a late identification of the need to elevate the main disconnect to the lift station due to floodplain considerations.

2. **Riata Lift Station Relocation**
   Project Description – Relocation of the Riata Lift Station ahead of TxDOT's IH 35 NEX project to remove it from conflict with the proposed highway improvements. The design phase included identification of a new site for the list station, design of new lift station and design of the abandonment of the existing lift station. Property and easement acquisitions were required. The new lift station is needed to maintain sewer services.
   - Project Status: Begin Construction 4th Quarter of 2024.
   - Projected Completion: Summer 2026
   - Project Cost: Design & Acquisition of easements and existing lift station $478,000; Construction: $2,545,375
   - Consultant: Utility Engineering Group, PLLC
   - Contractor: Keystone Construction
   - Project Update: Keystone has performed their contractor initial start-up of the new lift station. A formal start up is scheduled with Engineering and Public Works to test all mechanical and electrical equipment. Once this is completed and all punch list items corrected, the lift station will be placed into service and Keystone will then begin the demo of the existing lift station. The generator for the site is scheduled for delivery and installation in February, so a second start up will be performed at that time to ensure the generator functions properly.



3. **FM 1518 Utility Relocations**

Project Description – Relocation of water and sewer utilities to avoid conflicts as part of the TxDOT FM 1518 Improvement Project.

- Project Status: Construction
- Projected Completion: The City's utility relocation portion of the project is expected to be completed in the summer of 2025.
- Project Cost: Design NTE $980,000, Construction Joint Bid $8,986,837/Aztec 16" Line $884,270
- Consultant: Halff Associates
- Contractor: SER Construction Partners (TxDOT's General Contractor)/Qro Mex Construction (Aztec 16" Line)

Project Update: No new updates since last meeting. SER has slowed down on the installation of water and sewer on the north end of the project due to CCMA working on their utility relocations within the same area. Once CCMA is completed in the area, SER will resume utility installation. TXDOT approved the City's request to fully abandon in place the old 10" sewer line near the Founders School.

4. **Corbett Ground Storage Tank**

Project Description – Construction of a new 3-million-gallon Ground Storage Tank (GST). The GST will be used to fill the existing Corbett Elevated Storage Tank and provide additional water storage capacity. This new GST will receive water directly from the Schertz Seguin Local Government Corporation.

- Project Status: Construction Phase
- Projected Completion: Fall 2025
- Project Cost: Design $466,265, Construction $7,360,054
- Consultant: Unintech Consulting Engineers
- Contractor: Pesado Construction Co.

Project Update: We are waiting for CPS to fully energize the new electrical service. Once this is complete, testing of the pumps and ground storage tank will begin.

5. **Water Loop Lines**

Project Description – Install 12" water main lines to provide a looped distribution system from Ware Seguin to Lower Seguin and Pfeil Road to N Graytown Road.

- Project Status: Design/Easement Acquisition
- Projected Completion: Spring 2026
- Project Cost: Design NTE $200,000, Construction Estimate $4,400,000

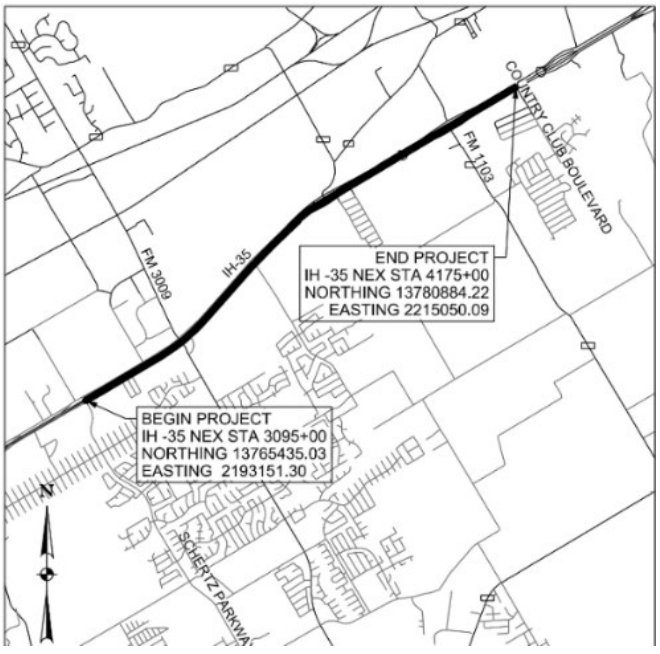
Project Update: Staff continues to work on the easement acquisition for this project. A resolution to use the City's power of eminent domain for several easements for which negotiations have been futile will likely be brought before Council in an upcoming meeting.

6. **IH 35 NEX-North Utility Relocations**

Project Description – Relocation of water and sewer utilities to avoid conflicts as part of the TxDOT IH 35 NEX project.

- Project Status: Design - Construction
- Projected Completion: Joint Bid Construction is planned for End of 2026
- Project Cost: Design & Easement Acquisition Services - $1,250,000
- Consultant: Halff Associates

Project Update: Award of the construction contract for the non-joint bid portion of this project is being brought before Council at the November 18 meeting. This part of the project includes wastewater relocations in preparation of the TxDOT work. A task agreement with Halff Associates is also proposed for approval for inspection services for construction of both the non-joint bid and the joint-bid water relocation portion of the project.



Extent of IH 35 NEX – Northern Segment

7. **Robin Hood Way Waterline Replacement**

Project Description – Replacement and upsizing of water line in Robin Hood Way, Sherlock Lane, and Nottingshire. The main replacement is to increase flows in the area, particularly to meet fire flow requirements. The project also includes street resurfacing and rehabilitation work that was previously removed from the SPAM project.

- Project Status: Design
- Projected Completion: Fall 2025
- Project Cost: $5,350,000
- Consultant: Kimley- Horn & Associates

Project Update: The consultant is continuing to refine the project plans. The project scope is changing slightly to replace a short section of existing water main between Nottingshire and FM 1518. If left alone, this section would be a short section of existing pipe in between new sections of pipe – the mains at FM 1518 are being relocated (replaced with new lines) as part of the FM 1518 reconstruction project and this project's new water main in the Schertz Forest Subdivision. The project is also adding automated flushing fixtures instead of manual ones to the project to help reduce staff time needed for future flushing operations.

8. **Bell North Sewer Extension**

Project Description – Ten commercial properties on the west end of Bell North Drive are served by private grinder pumps that pump into a public wastewater force main that discharges into a manhole near 17316 Bell North Drive. This project is the construction of a gravity sewer main within Bell North Drive that will flow toward and discharge into the main on Doerr Lane.

- Project Status: Design
- Projected Completion: TBD
- Project Cost: Design $95,000
- Consultant: Freeland Turk Engineering Group LLC

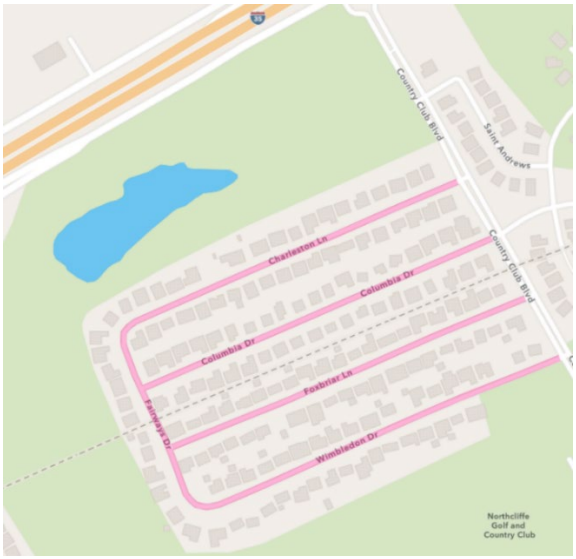
Project Update: The final construction contract documents are being prepared, and the project will begin advertisement for bid.

9. **Northcliffe Country Club Estates Water and Wastewater Main Replacement**

Project Description – replacement of the water and wastewater mains and rehabilitation of the streets in the Northcliffe Country Club Estates subdivision.

- Project Status: Design
- Projected Completion: Fall 2026
- Project Cost: Design & Easement Acquisition Services - $10,435,000
- Consultant: Unintech Consulting Engineers, Inc.

Project Update: No change from last month. Project design is underway.



10. Cibolo West Wastewater Trunk Main

Project Description – Installation of approximately 21,680 LF of gravity wastewater trunk main that will collect wastewater at the location of the Saddlebrook Wastewater Lift Station as well as areas north of Schaefer Road and convey flows south along a route including along Weir and Trainer Hale Roads and the west side of Cibolo Creek to the CCMA South Water Reclamation Plant. Having this line in place will ultimately allow the decommissioning of the Corbett and Saddlebrook Lift Stations. The project is a collaboration between the City of Schertz and Green Valley Special Utility District (GVSUD).

- Project Status: Easement Acquisition
- Projected Completion: TBD
- Total Project Cost: $16,213,000
- Consultant for Route Study: Lockwood, Andrews, & Newnam, Inc.
- Consultant for Easement Acquisition: TBD

Project Update: Staff received the Final Technical Memorandum, "Cibolo West Trunk Main Route Study and Analysis" from the consultant and it has been deemed complete. The report includes the final proposed alignment, line sizes, easement needs, and preliminary cost estimates. The project has also been reviewed by the Texas Historical Commission which concurs with the study done as part of the route analysis. No further review of above-ground resources is required but an archeological survey will be necessary during design of the project. The next phase of the project will be the acquisition of easements needed for the line.

11. Elevated Storage Tank Pipe Replacement and Tank Painting

Project Description – Rehabilitation of vertical fill and drain line piping in the East Live Oak and Northcliffe elevated storage tanks due to increased signs of fatigue at the welded joints. The project also includes the painting of the interior and exterior of the East Live Oak and Northcliffe elevated tanks and the Ware Seguin ground storage tank.

- Project Status: Design
- Projected Completion: Design expected to be complete Fall 2025
- Total Project Cost: $2,600,000 Estimated Total
- Consultant for Study: Unintech Consulting Engineers, Inc.

Project Update: The inspection of the tanks has been completed, and the final report is pending. Staff are coordinating with the consultant to hire a contractor capable of performing piping sampling with minimal disruption to service. A contractor has been selected, and a proposal for additional services has been received. The team is currently working to obtain an approved NPT for the consultant. Once

sampling and testing are completed, the results will be analyzed to identify the root cause of the deterioration and to develop a rehabilitation plan

12. Schertz Parkway 16" Water Transmission Main Replacement

Project Description – Replacement of approximately 1,200 linear feet of 16" water transmission main along Schertz Parkway between Mare Way and Maske Road.

- Project Status: Design
- Projected Completion: TBD
- Project Cost: Design $180,824 ($220,000 NTE), Construction Estimate $1,575,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: Staff has completed the review of the preliminary design. Unintech is working on corrections to be included in the final design.

13. FM 3009 18" Water Transmission Main Replacement

Project Description – Replacement of approximately 7,600 linear feet of 18" water transmission main.

- Project Status: Design
- Projected Completion: TBD
- Project Cost: Design $431,752 ($475,000 NTE), Construction Estimate (including easement acquisition) $4,875,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: Unintech has completed the field work and beginning the preliminary design for the transmission main.

14. IH 35 Ground Storage Tank and Pump Station

Project Description – Construction of a 3-million-gallon ground storage tank and pump station adjacent to the existing IH 35 elevated storage tank to provide storage capacity that can be filled during non-peak hours of the day.

- Project Status: Design
- Projected Completion: TBD
- Project Cost: Design $728,068 ($800,000 NTE), Construction Estimate (including land acquisition $13,750,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: Unintech is working to complete the field work. They are currently analyzing the water system to size pump and will provide recommendations to City staff to be used in their design.

15. Lift Station Decommissioning

Project Description – Decommissioning of Elbel and Whisper Branch Lift Stations including regulatory documentation and physical demolition and abandonment. The project also includes the development of a lift station decommissioning standard guidance document that can be used by the City for future lift station decommissioning projects.

- Project Status: Design
- Projected Completion: TBD
- Project Cost: Design $49,635 Construction Estimate TBD
- Consultant: Utility Engineering Group

- Contractor: TBD

Project Update: UEG has completed their field work and is starting the preliminary design.

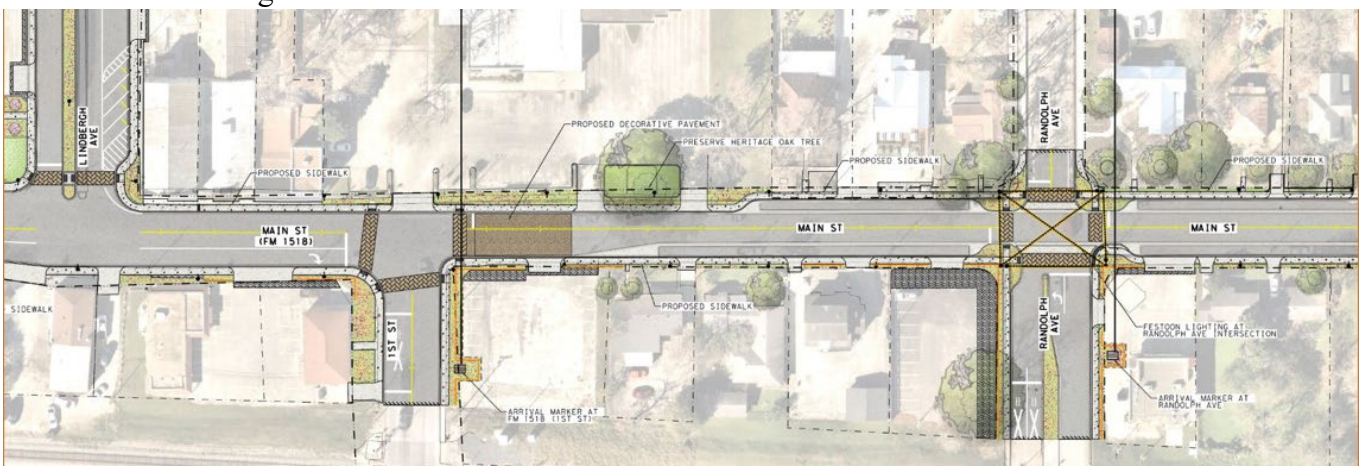
Street Projects:

1. **Main Street Improvements Project**

   Project Description – The project will improve sidewalks, provide street lighting, way-finding signage, landscaping, utility relocations, and architectural elements such as decorative concrete, decorative lighting, screening, and area signage. This project will also replace aging water and sanitary sewer mains and reconstruct the street with a new, stronger pavement section. Additionally, Lindbergh between Main and Exchange will be reconstructed.

   - Project Status: Design
   - Projected Completion: Fall 2027
   - Project Cost: Design NTE $2,173,905, Construction $24,600,000
   - Consultant: Kimley- Horn Associates

   Project Update: We have completed the coordination between AT&T and the other utilities. The end result of this effort is that there isn't enough capacity in the existing duct bank to accommodate everyone. Staff and our consultant are working to identify solutions, so all the utilities have a place to relocate underground.



2. **Lookout Road Reconstruction**

   Project Description – The project involves reconstruction of Lookout Road from Schertz Parkway to Doerr Lane. A traffic signal at the Lookout Road/Schertz Parkway intersection will also be installed. The project also includes the replacement and upsizing the existing sanitary sewer main in Lookout Road from Doerr Lane to Schertz Parkway.

   - Project Status: Design
   - Projected Completion: March 2026
   - Project Cost: Design $571,000 ($20,000 from Selma), Construction estimate $6,738,092 ($100,000 from Selma)
   - Design Consultant: Halff Associates

   Project Update: No changes from last month. Right-of-Way acquisition at the Schertz Parkway and Doerr Lane intersections is underway. Our consultant is coordinating with the utility companies to get the known conflicts addressed.

3. **Lower Seguin Road Reconstruction**

Project Description – The project will reconstruct a 2.9-mile segment of Lower Seguin Road to widen and improve the street to the section identified in the Master Thoroughfare Plan. The City intends to pursue Federal DCIP funding for project construction.

- Project Status: Design
- Projected Completion: January 2027
- Project Cost: $18,200,000
- Consultant: Halff & Associates

Project Update: Work continues on refining the construction plans, right-of-way acquisition, and environmental clearance for the project. The DEAAG application for some project funding has been submitted. The Federal Government shutdown has precluded Staff form having a "debrief" meeting with the DCIP program officials concerning the failed application submitted earlier. Once the shutdown ends, we will be able to get our debrief meeting re-scheduled and receive feedback on our earlier application.

4. **Buffalo Valley South Resurfacing and Rehabilitation and Utility Replacements**

Project Description – Water and sanitary sewer main replacements and street rehabilitation of Buffalo Valley South, specifically Mill Street, 1st St, 2nd St, Bowman St, Lee St, Church St, Zuehl St, and Wuest. PCI data was used to select the streets in the project. Project will be funded with a combination of SPAM funding (for the street rehabilitation) and ARP funding for the utility replacement.

- Project Status: Construction
- Projected Completion: Winter 2026
- Project Cost: $5,705,000 (estimated total)
- Design Consultant: Unintech Consulting Engineering
- Contractor: E-Z Bel Construction, LLC

Project Update: Work continues on the utility replacements, and more residents have now been connected to new water and sewer mains int he subdivision. The start of the street work was delayed but is now underway. The first street work efforts will be on Mill Street, Zuehl, 1st Street, 2nd Street, and part of Church Street. The project is expected to be fully completed in early January.

5. **Boenig Drive Reconstruction**

Project Description – Reconstruction of Boenig Drive between Ware Seguin Road and Graytown Road. The reconstruction includes reconfiguration of the intersection with Ware Seguin Road to improve efficiencies and eliminate having two street intersections side-by side on Ware Seguin Road.

- Project Status: Design
- Projected Completion: Fall 2026
- Project Cost: $3,240,000
- Consultant: Unintech Consulting Engineers, Inc.

Project Update: No change from last month. The preliminary plan review has been completed and comments provided to our consultant. The consultant is working on Final plans now.

6. **2024 SPAM Rehabilitation**

Project Description – Rehabilitation of St. Andrews, Maple, and part of the Silvertree Subdivision streets. Rehabilitation involves removing the existing pavement, applying cement stabilizing to the material underneath, and placing a new layer of pavement on the street.

- Project Status: Construction
- Projected Completion: Spring 2026
- Project Cost: $3,581,000

- Consultant: Kimley-Horn Associates
- Contractor: E-Z Bel Construction, LLC

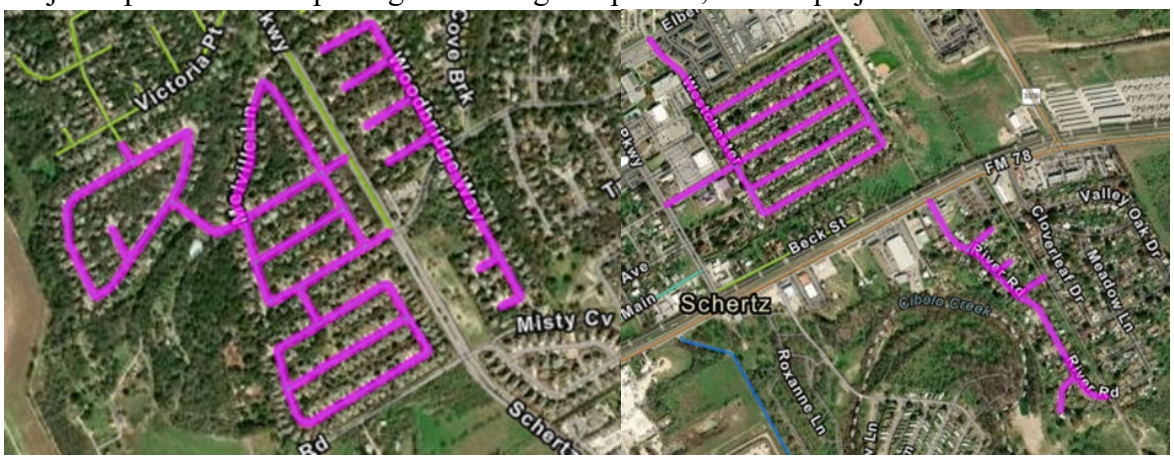
Project Update: Work has begun on the project on St Andrews Drive int eh Northcliffe area. The initial work effort involves concrete repairs. The existing sections have been removed, and the contractor is working on the replacements now. Once the concrete work is completed, the street will be "rehabilitated." The next area the contractor will work on is the Silvertree/Dove Meadows area.

7. 2025 SPAM Resurfacing

Project Description – Resurfacing of the streets in the Ashley Woods, Woodbridge, and Rio Vista subdivisions. Resurfacing involves performing localized concrete repairs; base repairs; asphalt level up; crack sealing; and applying a slurry seal to the surface of the streets.

- Project Status: Design
- Projected Completion: Spring 2026
- Project Cost: $1,282,231
- Consultant: Kimley-Horn Associates

Project Update: The bid package is nearing completion, and the project should be bid in the near future.



8. Kramer Farm Rehabilitation

Project Description – Rehabilitation of the western streets in Kramer Farm Subdivision. Rehabilitation involves removing the existing pavement, applying cement stabilizing to the material underneath, and placing a new layer of pavement on the street.

- Project Status: Design
- Projected Completion: Spring 2026
- Project Cost: $1,446,582
- Consultant: Kimley-Horn Associates

Project Update: The bid package is nearing completion, and the project should be bid in the near future.

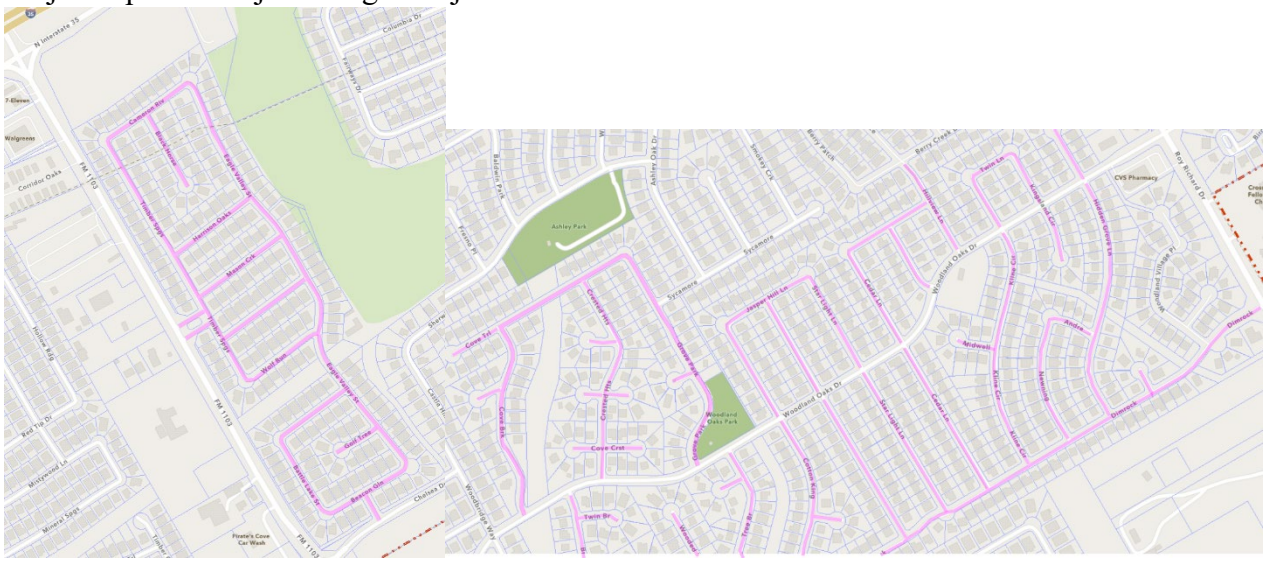


9. 2026 SPAM Resurfacing

Project Description – resurfacing of the streets in the Fairway Ridge; Woodland Oaks; and Horseshoe Oaks Subdivisions. The project will also include the YSAC recommended crosswalk improvements.

- Project Status: Design
- Projected Completion: Fall 2026
- Project Cost: $1,780,000
- Consultant: Kimley-Horn Associates

Project Update: Project design has just started.

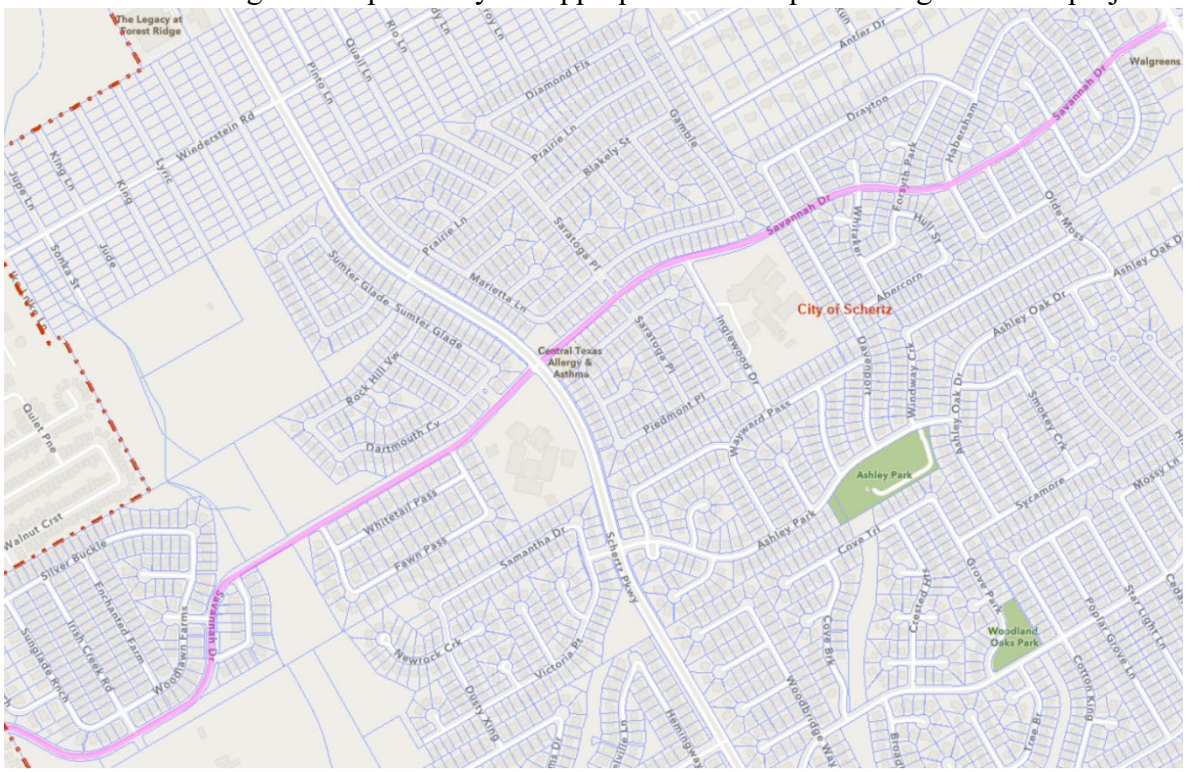


10. Savannah Drive Overlay

Project Description – Resurfacing of Savannah Drive from the Selma City Limits to FM 3009.

- Project Status: Construction
- Projected Completion: Fall 2026
- Project Cost: $1,460,000
- Consultant: Kimley-Horn Associates

Project Update: Project design has just started. Geotechnical investigation on Savannah Drive is underway. The Geotechnical investigation involves using a Falling Weight Deflectometer to verify the strength of the existing pavement section and taking some core samples at various locations. The results of the testing will help identify the appropriate base repair strategies for the project.



11. FM 3009 Overpass

Project Description – TXDOT project for overpass construction at the FM 3009/FM 78 intersection to elevate the main lanes of FM 3009 over the railroad tracks and FM 78. On and off ramps will be provided so vehicles can travel between FM 3009 and FM 78 at the intersection. The project includes some improvements to FM 78 to improve operational efficiencies of the on and off ramps.

- Project Status: Schematic Design and Environmental Clearance
- Projected Completion: TBD
- Project Cost: $40,000,000 (TXDOT)
- Consultant: Kimley-Horn Associates

Project Update: No change from last month. The schematic plans and the environmental clearance are still underway. TXDOT has formally applied to the Alamo Area Metropolitan Planning Organization (AAMPO) for construction funding. While TXDOT has applied for funding, this doesn't mean the funding will be available and construction starting soon. By applying for funding now, it gets the project "on the list" for AAMPO to consider and does not mean construction will occur soon. While funding is being considered by AAMPO, the environmental clearance and design efforts will continue, and more public meetings will be held to help refine the project design.

Parks & Recreation Projects:

1. **Schertz Soccer Complex Irrigation Water Storage Project**
   Project Description – Upgrading electrical components, upsizing well pump and piping, and adding storage capacity for irrigation of the Schertz Soccer Complex.
   - Project Status: Under Construction
   - Projected Completion: Fall 2025
   - Project Cost: $200,000 (estimated total)
   - Consultant: Unintech Engineering
   - Contractor: Kutscher Drilling

   Project Update: Drilling construction for the new well has been completed and the old well has been capped. Staff is acquiring bids for the storage tanks to finish up the project.

I.T. Projects:

1. **Asset Management- Work Order System – Open Gov**
   Project Description- Replace the current work order and asset management systems
   - Project Status: In progress
   - Projected Completion: Fall 2025
   - Project Cost: Approximately $470,000
   - Contractor: Open Gov

   Project Update: OpenGov is now preparing to begin Phase II of the software integration, which will include Parks, Drainage, and Streets.

Studies and Plans:

1. **Master Thoroughfare Plan and Roadway Impact Fee Update**
   Project Description – Update to City's Master Thoroughfare Plan and Roadway Impact Fee Program.
   - Project Status: Study
   - Projected Completion: Schedule Pending
   - Total Project Cost: $$149,460 ($170,000 NTE)
   - Consultant for Study: Kimley-Horn Associates

   Project Update: The consultant is actively working on the project, and Staff has participated in multiple project progress meetings with them. In the near future, additional project meetings will be held to further refine elements of the plan update. These future meetings will also include a Planning Staff Member to ensure the land use assumptions int he revised plan are consistent with the Land Use Plan and recent development trends. As new developments have come in and are building/dedicating right-of-way for portions of some of the MTP roadways, our consultant is using this information to refine the alignments of those roadways.

2. **Southern Schertz Interim Sewer Service Study**
   Project Description – Until the completion of expansion of the CCMA South Water Reclamation Plant, treatment capacity in southern Schertz is severely limited. This project is a study to identify potential short-term and long-term sewer service treatment options for the City's southern service area.
   - Project Status: Study
   - Projected Completion: Schedule Pending
   - Total Project Cost: $59,695
   - Consultant for Study: Utility Engineering Group

Project Update: UEG and City staff met to discuss the project scope and the goal of the study. Staff continues to provide the consultant with the existing capacities of lift stations and treatment as well as the existing customer base and known planned development. Biweekly meetings are being held to work with the consultant through the process.

3. **Regional Flood Planning**
   Though not a formal, funded study, Staff is working with Regions 11 and 12 Flood Planning Groups to identify flooding issues throughout the City and flood management strategies to address them. Staff has provided information previously missing from the groups' mapping regarding low water crossings, critical facilities, shelters, etc. Staff has also proposed projects to be included in the San Antonio Regional Flood Plan. The proposed projects are improvements of the Weir Road crossing of Cibolo Creek and the Scenic Lake Drive crossing of Salitrillo Creek. The planned Schertz Drainage Master Plan has also been proposed for inclusion in the regional plan.

TxDOT Roadway Projects:

Note: If links do not work, please contact engineering@schertz.com

1. **FM 1103 Improvement Project:** Construction officially began in November 2022 and was originally expected to be complete in fall 2026. Minor progress is being made on the roadway while utility relocation continues. General project updates are available by signing up at this link: FM 1103 Construction Newsletter

2. **FM 1518 Improvement Project:** SER Construction, LLC, formally began construction on April 9, 2024. The contractor has leased property owned by the City on Schaefer Road to stage construction activities. The first few months of the project will be mainly underground utility construction and will mostly take place outside travel lanes. While there may be some delays, major traffic disruptions should not be experienced much during this phase of the project. The project is currently anticipated to be completed in 2028. Updates regarding the FM 1518 project are available by visiting and subscribing at the following link: FM 1518 Expansion

3. **IH-35 NEX (I-410 South to FM 1103):** The central segment of the I-35 Northeast Expansion project continues with Alamo NEX Construction handling the design-build project. The central section runs from 410 N to FM 3009. Utility coordination work for the northern segment of the project is underway. TxDOT consultants have met with Public Works and Engineering Staff to begin establishing relocation needs. The City will be reimbursed for the costs of all relocations needed except for any upsizing or improvements above current conditions. Updates about the project can be obtained by signing up at the following link: I 35 NEX Project Updates

4. **IH-10 Graytown Road to Guadalupe County Line: Work** for the widening of the main lanes and utility relocations continues. Work on the FM 1518 bridge over IH 10 continues and will involve numerous episodes of the rerouting of traffic including shifting lanes and detours as necessary. Updates regarding the IH 10 project are available by signing up at the following link: IH 10 Expansion Information

Agenda No. 17.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 18, 2025**
Department:	**Finance**
Subject:	**Check Report - September and October 2025 (S.Gonzalez/J.Walters)**

BACKGROUND

Attached is a vendor expenditure report from September and October 2025, detailing all vendors with whom the City spent $25,000 - $100,000. These reports will be provided to Council monthly for awareness.

Attachments

September 2025 Check Report

October 2025 Check Report

Monthly Council Check Report

City of Schertz, TX

By Check Number

Date Range: 09/01/2025 - 09/30/2025

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: NAP-Schertz Bank Pooled Cash						
13949	Martinez Architects LP	09/12/2025	EFT	0.00	88,675.00	101032
019780	SIDDONS- MARTIN EMERGENCY GROUP, LLC	09/17/2025	EFT	0.00	27,342.31	101044
0110617	KIMLEY-HORN AND ASSOCIATES INC	09/19/2025	EFT	0.00	59,450.25	101052
0110617	KIMLEY-HORN AND ASSOCIATES INC	09/29/2025	EFT	0.00	49,761.40	101078
016859	YMCA of Greater San Antonio	09/29/2025	EFT	0.00	48,580.21	101088
012574	CITY OF SEGUIN	09/04/2025	Regular	0.00	44,546.95	720302
011256	MALDONADO NURSERY & LANDSCAPING	09/04/2025	Regular	0.00	27,466.67	720332
017936	CITY OF LIVE OAK	09/10/2025	Regular	0.00	42,225.00	720390
010073	Guadalupe Appraisal District	09/10/2025	Regular	0.00	25,617.12	720396
0111995	GVEC	09/10/2025	Regular	0.00	70,707.78	720397
015941	Terracon Consultants Inc.	09/10/2025	Regular	0.00	39,500.00	720413
0112126	Unintech Consulting Engineers, Inc	09/10/2025	Regular	0.00	70,931.75	720415
019465	CVLGC	09/12/2025	Regular	0.00	100,000.00	720428
0111632	WEX BANK	09/12/2025	Regular	0.00	51,741.60	720471
0112337	AR6 CONSTRUCTION & ENGINEERING LLC	09/16/2025	Regular	0.00	34,714.25	720475
019912	CIBOLO CREEK MUNICIPAL AUTHORITY	09/16/2025	Regular	0.00	88,895.00	720485
011097	Schertz Seguin Local Government Corporation	09/16/2025	Regular	0.00	53,842.54	720529
0110453	SILSBEE FORD INC	09/18/2025	Regular	0.00	65,929.67	720555
13206	Sames Bastrop Ford, Inc	09/23/2025	Regular	0.00	99,398.00	720610
14125	Las P Schertz Operations LLC.	09/26/2025	Regular	0.00	77,050.00	720627

Bank Code NAP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	30	15	0.00	892,566.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	12	5	0.00	273,809.17
	42	**20**	**0.00**	**1,166,375.50**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	30	15	0.00	892,566.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	12	5	0.00	273,809.17
	42	**20**	**0.00**	**1,166,375.50**

Fund Summary

Fund	Name	Period	Amount
999	OPERATING POOLED CASH	9/2025	1,166,375.50
			1,166,375.50

Monthly Council Check Report

City of Schertz, TX

By Check Number

Date Range: 10/01/2025 - 10/31/2025

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: NAP-Schertz Bank Pooled Cash						
12639	Stryker Sales, LLC	10/01/2025	EFT	0.00	56,727.51	101095
13603	MES Service Company LLC	10/01/2025	EFT	0.00	29,999.10	101096
015507	Tyler Technologies, Inc	10/08/2025	EFT	0.00	29,858.64	101110
0112098	SCHERTZ 1518 LTD	10/16/2025	EFT	0.00	94,092.33	101134
0110784	REPUBLIC SERVICES #859	10/17/2025	EFT	0.00	76,064.25	101141
015507	Tyler Technologies, Inc	10/22/2025	EFT	0.00	28,188.00	101175
0110461	UNITED STATES POSTAL SERVICES	10/22/2025	EFT	0.00	54,000.00	101176
019082	Citibank, N.A.	10/28/2025	EFT	0.00	99,864.69	101189
0110617	KIMLEY-HORN AND ASSOCIATES INC	10/30/2025	EFT	0.00	72,508.25	101198
012574	CITY OF SEGUIN	10/01/2025	Regular	0.00	44,546.95	720689
017936	CITY OF LIVE OAK	10/07/2025	Regular	0.00	42,225.00	720777
0111995	GVEC	10/09/2025	Regular	0.00	65,803.64	720824
0111632	WEX BANK	10/09/2025	Regular	0.00	51,175.81	720834
0112126	Unintech Consulting Engineers, Inc	10/16/2025	Regular	0.00	99,402.10	720898
13267	Adobe Inc	10/17/2025	Regular	0.00	35,906.04	720902
13323	Keystone Construction	10/17/2025	Regular	0.00	43,491.00	720911
011256	MALDONADO NURSERY & LANDSCAPING	10/17/2025	Regular	0.00	32,476.20	720918
011097	Schertz Seguin Local Government Corporation	10/22/2025	Regular	0.00	69,569.70	720996
0111713	HALFF ASSOCIATES INC	10/29/2025	Regular	0.00	58,818.47	721056
0110234	DEERE & COMPANY	10/31/2025	Regular	0.00	91,258.27	721082

Bank Code NAP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	27	11	0.00	634,673.18
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	94	9	0.00	541,302.77
	121	**20**	**0.00**	**1,175,975.95**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	27	11	0.00	634,673.18
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	94	9	0.00	541,302.77
	121	**20**	**0.00**	**1,175,975.95**

Fund Summary

Fund	Name	Period	Amount
999	OPERATING POOLED CASH	10/2025	1,175,975.95
			1,175,975.95