



MEETING AGENDA
City Council
JOINT CITY COUNCIL WITH PLANNING &
ZONING COMMISSION AND
REGULAR SESSION CITY COUNCIL
5:30 P.M.
April 13, 2021

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

CITY OF SCHERTZ CORE VALUES

Do the right thing

Do the best you can

Treat others the way you want to be treated

Work cooperatively as a team

AGENDA

TUESDAY, APRIL 13, 2021 at 5:30 p.m.

City Council will hold a Special Joint Meeting with the Planning & Zoning Commission followed by its regularly scheduled meeting at 5:30 p.m., Tuesday, April 13, 2021, at the City Council Chambers. In lieu of attending the meeting in person, residents will have the opportunity to watch the meeting via live stream on the City's YouTube Channel.

Call to Order

Mayor Gutierrez call the Special Joint Meeting to order. Chair Outlaw call the Special Joint Meeting to order.

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

Hearing of Residents

Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard during the Special joint meeting, should email their comments to City Secretary, Brenda Dennis, at bdennis@schertz.com by 5:00 p.m. on Monday, April 12, 2021, **SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS.** In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.

Workshop discussion:

- Comprehensive Plan Update
 - Process
 - Major Policy Issues
- Unified Development Code Update
 - Goal
 - Process
 - Quick Victory Amendments

Adjournment

Chair Outlaw to adjourn Special Meeting followed by Mayor Gutierrez.

Call to Order

Mayor Gutierrez call the Regular Council meeting to order.

Proclamations

- Proclamation recognizing Parental Alienation Awareness Day.
(Mayor/Robert Untz)
- Proclamation recognizing National Public Safety Tele-Communicators Week. (Mayor/K. Kallies)
- Proclamation recognizing Child Abuse Prevention Month. (Mayor/C. Williams)
- Proclamation recognizing National Crime Victims Rights Week.
(Mayor/C. Williams)

Presentations

- Presentation regarding the newly designed Schertz.com Website. (M. Browne/S. Gonzales/L. Klepper/D. Christensen)

City Events and Announcements

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

Hearing of Residents

Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at bdennis@schertz.com by 5:00 p.m. on Monday, April 12, 2021, SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS. In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.

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.

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** – Consideration and/or action regarding the approval of the minutes of the meeting of Special Workshop meeting of April 2, 2021 and minutes of the Regular meeting of April 6, 2021. (B. Dennis)

2. **Resolution No. 21-R-29** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to sign a Letter of Intent (LOI) with Sterling McCall Ford for the purchase of one (1) new ambulance for Fiscal Year 2021/2022. (C. Kelm/J. Mabbitt)
3. **Ordinance No. 21-S-12** - Consideration and/or action on a request for a Specific Use Permit to allow Mini-Warehouse / Public Storage on approximately 25 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, 164035, 67453, City of Schertz, Guadalupe County, Texas. (B. James/L. Wood/E. Delgado) ***Final Reading***
4. **Ordinance No. 21-S-11** - Consideration and/or action on a request to rezone approximately 25 acres of land from General Business District (GB) and General Business II District (GB-2) to General Business II District (GB-2), generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, 164035, 67453, City of Schertz, Guadalupe County, Texas. (B. James/L. Wood/E. Delgado) ***Final Reading***
5. **Resolution No. 21-R-32** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing and approving a service contract with Saeco Electric Company for on-call traffic lighting maintenance, repair, and other related matters. (C.Kelm/S. Williams/D. Letbetter)

Discussion and Action Items

6. **Resolution 21-R-33** - Consideration and/or action approving a Resolution authorizing an amendment to the Professional Services Contract with Kimley-Horn Associates, Inc. for the 2020 SPAM Resurfacing Project to add scope and fees to address concerns discovered during the design process and add the Lindbergh Avenue reconstruction and storm drain extension to the project. (B. James/J. Nowak)
7. **Resolution No. 21-R-34** - Consideration and/or action approving a resolution by the City of Schertz, Texas, authorizing a submission to the Office of Congressman Vicente Gonzalez to seek funding under the Fiscal Year 2022 Community Project Funding for the Corbett Ground Storage Tank. (C. Kelm/S. Williams/S. McClelland)

Roll Call Vote Confirmation

Information available in City Council Packets - NO DISCUSSION TO OCCUR

8. **Monthly update** - on major projects in progress/CIP. (B. James/K. Woodlee)
9. **COVID-19 UPDATE** - Bi-Weekly COVID-19 Update.(C. Kelm/K.Long/S.Hall)

Requests and Announcements

- Announcements by the City Manager.
- 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.
- Announcements by Mayor and Councilmembers
 - City and community events attended and to be attended
 - City Council Committee and Liaison Assignments (see assignments below)
 - Continuing education events attended and to be attended
 - Recognition of actions by City employees
 - Recognition of actions by community volunteers

Adjournment

CERTIFICATION

I, BRENDA DENNIS, 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 9th DAY OF APRIL 2021 AT 3:30 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

BRENDA DENNIS

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 _____, 2021. TITLE: _____

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

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

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

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

Mayor Gutierrez Audit Committee Investment Advisory Committee Main Street Committee	Councilmember Scagliola – Place 5 Cibolo Valley Local Government Corporation - Alternate Hal Baldwin Scholarship Committee Interview Committee for Boards and Commissions - Alternate Schertz-Seguin Local Government Corporation
Councilmember Davis– Place 1 Interview Committee for Boards and Commissions Main Street Committee - Chair Schertz Housing Authority Board TIRZ II Board	Councilmember Scott – Place 2 Interview Committee for Boards and Commissions Schertz Animal Services Advisory Commission
Councilmember Whittaker – Place 3 Audit Committee TIRZ II Board	Councilmember Dahle – Place 4 Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions TIRZ II Board
Councilmember Heyward – Place 6 Audit Committee Investment Advisory Committee Main Street Committee	Councilmember Brown – Place 7 Main Street Committee Schertz-Seguin Local Government Corporation - Alternate

CITY COUNCIL MEMORANDUM

City Council Meeting: April 13, 2021
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the meeting of Special Workshop meeting of April 2, 2021 and minutes of the Regular meeting of April 6, 2021. (B. Dennis)

BACKGROUND

The City Council held a Special Workshop Meeting on April 2, 2021, and a Regular City Council meeting on April 6, 2021.

RECOMMENDATION

Recommend Approval.

Attachments

4-2-21 draft min

04-06-2021 Draft minutes

DRAFT

MINUTES SPECIAL MEETING April 2, 2021

A Special Meeting was held by the Schertz City Council of the City of Schertz, Texas, on April 2, 2021, at 8:30 a.m., in Fire Station #3 Training Room, 11917 Lower Seguin Road, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-Tem Jill Whittaker; Councilmember Mark Davis; Councilmember Rosemary Scott; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward; Councilmember Tim Brown

City Staff: City Manager Dr. Mark Browne; Assistant City Manager Brian James; Assistant City Manager Charles Kelm; City Attorney Daniel Santee; Assistant to the City Manager Sarah Gonzalez; City Secretary Brenda Dennis; Finance Director James Walters; Executive Director Economic Development Adrian Perez; Human Resources & Purchasing Director Jessica Kurz; Engineer John Nowak; Parks Manager Jared Montney; Water/Wastewater Manager Stephen Mayfield

Call to Order (General Comments)

Mayor Gutierrez called the Special Pre-Budget Workshop meeting to order at 8:30 a.m.

WELCOME/OVERVIEW

Mayor Gutierrez recognized City Manager Dr. Browne who provide the retreat overview:

- Welcome/Introduction
- Activity
- FY 21-22 Budget Development
- Bonding Discussion
- Council Priorities for FY 21-22 Budget

Discussion and Action Items

Pre-Budget prioritization process -

- Discussion and direction in preparation for pre-budget prioritization process and budget goal setting, including but not limited to key growth and service provision indicators such as population growth, tax base development, large time sensitive road projects/right-of-way issues, staffing levels and structure, and how to apply the information to assist in appropriate priority based decision-making. (M. Browne/Executive Team)

City Manager Dr. Browne, Department Heads, Mayor and Council discussed the following:

FY 21-22 Budget Development

Increase in Sales Tax Revenue - sales tax is up

Decrease in Fee Revenues - Civic Center rentals, Court, Investments

Update on Personnel Budget to Actual

FY 2021	Budget	Actual	% Used
General Fund Personnel*	\$24,180,401	\$12,309,533	51%
*Exactly halfway through the year, personnel has already used 51% of the budget before merit raises			

FY 2020	Budget	Actual	% Used
General Fund Personnel	\$22,209,294	\$10,781,793	49%

Department Year-end Projections

- Budgeted Fund Balance Drawdown - \$1,633,000
- Year End Projected Drawdown - \$1,575,000
- \$58,000 additional for FY 2021-22

Any "extra" money? What is our bottom line at this moment

FY21-22 Budget Development

- Expected stimulus package – American Rescue Plan (\$9 million)
- Limited in where we can use this

(A) Response to Public Health Emergency (COVID-19) assistance to households, small businesses, and nonprofits or aid to impacted industries such as tourism, travel, and hospitality

(B) Response to essential workers during COVID-19 (Hazard Pay)

(C) Cover reduction in revenues for government services (Tied to tax rate)

(D) Investments in water, sewer, or broadband infrastructure

- Expected to receive funds in two tranches
- First tranche (equal to 50% of the allocation) within 60 days of enactment
- Second tranche (the remaining 50%) not earlier than one year after the first disbursement
- Funds available until December 31, 2024
- Expected to receive funds in two tranches
- Expected Winter Storm reimbursement - approximately \$75K
- CARES Money: How much do we have to spend?

Right now, the City has \$1 million available to spend for projects and programs
The City could get another \$360K from FEMA and CARES, leaving us with
\$1.36 million to spend

- *Expanded Programs built into the budget*
 - New Personnel - \$200,000
 - Small Equipment - \$20,000
 - Large Equipment/Projects - \$500,000 (Incode/Animal Adoption Center AC Fix)
 - Act of Class & Comp - \$250,000
 - Total New Programs - \$970,000
 - Prioritize 500K to 750K of expanded programs in case we have additional funds at year-end

- ***CIP Projects***

Water/Wastewater CIP Funding

FY 19-20: Projects funded from Impact fees and Operation funding

- Water/Wastewater Master Plan (\$500K)
- Corbett Elevated Storage Tank (\$2.7M)

FY 20-21: Projects funded from reserves

- Aviation Heights Waterline Replacements (\$1.8M)
- Design 16" Dedicated line from E Live Oak to IH35 (\$500K)

FY 21-22: Proposed Debt Issuance (\$11M)

- Crest Oak Sewer Line upsize (\$1M)
- Construction 16" Dedicated line from E Live Oak to IH35 (\$5M)

(\$1.5 million reserves and \$3.5 million in debt issuance)

- FM 1518 Utility Relocation (Construction)

FY 22-23: TBD Combination: Issue Debt, impact fees, EDC, reserves

- Lookout Sewer Line upsize
- Cibolo West Wastewater trunk main (route study)

Streets Spam CIP Funding

FY 20-21: bond funds and general fund (\$210,000 recurring and \$200,000 one time)

- Tri County Reconstruction (EDC Funded \$3,500,000 - \$4,050,000 includes engineering
- Schertz Parkway Concrete Repair Work (\$150,000)
- 2018 SPAM Residential Chip Seal Upgrades (\$200,000)
- 2020 Slurry Seal Projects (\$2,500,000)
- PCI Study (\$100,000)
- FM 3009/FM 78 Intersection Planning Study (\$200,000)
- Elbel Road (pending additional funding - \$1,400,000)
- Aviation Heights and Lindbergh Street Repair on hold pending policy discussion (\$1,900,000)

FY 21-22: \$210,000 recurring going forward if not more bond funds (does not include impact fee funds for expanded capacity)

- Project(s) from CIP will be identified based on final costs of 2020/2021 funds or needing to save up funds over multiple years (Next up Schertz Parkway Woodland Oaks to IH-35 Preservation Overlay = estimated cost \$800,000 – so short about \$600,000)

Parks CIP Funding

FY 20-21: bond funds and general funds (\$235,000 recurring and \$150,000 one time (for trails))

- Pedestrian Bike Routes and Bike Lanes Construction,
- *Great Northern Trail Segment Design and Construction*
- *Veteran's Memorial Plaza Landscape Renovation*
- *Thulemeyer Parking Lot*
- *Crescent Bend Entry Improvements*
- *Ashley Park Playscape and Pavilion*

FY 21-22: \$235,000 Proposed Priorities (pending Parks Board Input)

- Dietz or Northern Trail Section
- *Thulemeyer Restroom*
- *Crescent Bend Master Plan (to help deal with increase in visitors)*
- *Complex Well and Pumps (moved up based on impact of freeze)*

Major Projects

- Evaluate Wendy Swan Pool Conversion to Splash Pad

- *Pursue other funding for Hilltop Park (Grants)*
- *Consider funding adjustments for current facilities (Rec Center/Senior Center)*

Drainage CIP Funding

- FY 19-20: \$487,789; DESIGN: Colonies, Osage, Castle Hills, Desilt three ponds
- FY 20-21: \$1,472,870 Colonies, Osage, Castle Hills, Desilt three ponds, FS #2, Design: Amazon Ditch
- FY 21-22: \$750,000 Woodland Oaks
- FY 22-23: \$650,000 FM 78(Sely's)
- FY 23-24: \$550,000 Whisper Branch/Whisper Trace
- FY 24-25: \$500,000 Buffalo

Based on current budget, first drainage project will be in FY 24-25

Drainage Fee: \$5.20/LUE – FY 12-13 last increase

General Fund or Bonds may need to supplement

Bonding Discussion

- Discussion was held at Strategic Planning Retreat
- Making the shift from bonding to recurring money in the General Fund
- Doing this means not having as much to spend while we make that shift
- Debt Issuance Plan (lower I&S) Plans discussion
- FS #4
- FM 3009 Extension across FM 78
- Public Safety Building
- CIP Projects

Can we wait to do new projects/programs until we have bonding capacity?

Can we live with the amounts for the next 10 years in order to make the shift from I&S to M&O?

Council Priorities Discussion

- Staff Compensation – hourly rate

Recommendation:

- Raise City minimum wage to \$14/hr in FY 21-22

COST: ~\$29K

- Raise City minimum wage to \$15/hr in FY 22-23

COST: ~\$59K

Discussion:

- #1 reason for separations is pay

- Reduce turnover in these positions
- No compression issues between employees & immediate supervisors or job family series (Worker I, II, etc.)
- Provides ability in current Personnel Budget to add 2-3 positions in FY 21-22

Volunteer Schertz - New Position: Volunteer Coordinator

- Essential Functions:
 - Consults and coordinates volunteer activities with departmental representatives to develop, implement, and administer volunteer programs which support City goals and objectives.
 - Recruit volunteers for support work through interaction with faith-based organizations, educational institutions, trade organizations, businesses and corporations, and neighborhood organizations.
 - Develops training programs for volunteers and City staff who use volunteers.
 - Develops and presents regular reporting on volunteer efforts, initiatives and results.

Estimated Cost:

\$40K - \$50K Salary

\$55K - \$70K Salary weighted with benefits

Position resides in Human Resources

- Discussion regarding how to make the City of Schertz a destination location. (Mayor Gutierrez)

Mayor Gutierrez and members of Council provided their thoughts on how to make Schertz a destination location with ideas such as different art installations around the city i.e., various parks, Main Street, Schertz Parkway etc. Council discussed other possible projects and ideas to draw individuals to Schertz.

ADJOURNMENT

Mayor Gutierrez adjourned the Special Pre Budget workshop at 1:10 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

DRAFT

MINUTES REGULAR MEETING April 6, 2021

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on April 6, 2021, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-Tem Jill Whittaker; Councilmember Mark Davis; Councilmember Rosemary Scott; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward; Councilmember Tim Brown

City City Manager Dr. Mark Browne; Assistant City Manager Brian James;
Staff: Assistant City Manager Charles Kelm; City Attorney Daniel Santee; City Secretary Brenda Dennis; Assistant to the City Manager Sarah Gonzalez; Deputy City Secretary Sheila Edmondson; Executive Director Economic Development Adrian Perez

Call to Order

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

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

Councilmember Brown provided the opening prayer followed by the pledges of allegiance to the Flags of the United States and State of Texas.

Mayor Gutierrez stated he has a special announcement: Council and guests, while seated it is perfectly fine for you to remove your mask or while speaking at the podium, but as you approach the dais or depart the Chamber we respectfully ask that you place your face mask back on.

Mayor Gutierrez stated that students who are participating in the Hal Baldwin Scholarship and are present to sign in on the sheet in the back.

UPDATE: Due to COVID-19, students are encouraged to watch a City Council

meeting on the City's YouTube channel:

For more information, contact Sarah Gonzalez by email at sgonzalez@schertz.com.

Presentations

- 2020 Achievement of Library Excellence Award - Presentation regarding the Texas Municipal Library Directors Association Excellence Award. (M. Browne/B. James/M. Uhlhorn)

Mayor Gutierrez recognized Melissa Uhlhorn, Library Director who provided information regarding the requirements necessary to achieve this award. Mayor and Council congratulated Melissa for such an achievement.

Proclamations

Mayor Gutierrez read and presented the following proclamations:

- Proclamation recognizing the Month of the Military Child. (Mayor/J. Cofee)
- Proclamation recognizing Sexual Assault Awareness Month. (Mayor/A. Story)
- Proclamation recognizing Alcohol Awareness Month. (Mayor/A. Alston/V. Adams)

Employee Recognition

Mayor Gutierrez recognized the following Department Heads who introduced their new employees.

- EMS - Administrative Assistant, Adriana Rutledge; EMT's Levi Flickinger, James Garcia, Michael Koerner; EMS Paramedic Tyler Wilson (C. Kelm/J. Mabbitt)
- City Secretary - Deputy City Secretary, Sheila Edmondson. (Mayor/B. Dennis)
- Planning & Community Development, Planner 1, James May. (B. James/L. Wood)
- Utility Billing - Utility Billing Clerk, Charis Kempen. (B. James/J. Walters/D. Hardin-Trussell)

City Events and Announcements

- Announcements of upcoming City Events (B. James/C. Kelm/S. Gonzalez)

Mayor Gutierrez recognized Assistant City Manager Brian James who provided the following announcements:

Saturday, April 10th - Nature Discovery Series
"What's Buzzing & Blooming"
Crescent Bend Nature Park
9:30 AM

Sunday, April 11th

Movin' on Main

Wellness event on Main Street

12:00 PM – 4:00 PM

(Road closures in effect from 8:00 AM – 7:00 PM)

Tuesday, April 13th

Next regular scheduled Council meeting

Special Joint Meeting with Planning & Zoning Commission

5:30 PM

Sundays, April 18th through May 23rd

Adult Kickball League (ages 21 years and older) sponsored by the Schertz

Parks & Rec Social League

Games will be played Sunday evenings from 6-10 PM, April 18th through May 23rd at Thulemeyer Park

Register online at Schertz.com or call the Parks Department at 210-619-1850 for more information.

Registration includes a team t-shirt!

- Announcements and recognitions by the City Manager (M. Browne)

No announcements were provided.

- Announcements and recognitions by the Mayor (R. Gutierrez)

No announcements were provided.

Hearing of Residents

Mayor Gutierrez read the following:

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

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.

Mayor Gutierrez recognized the following:

- Mr. Henry Conway, 8001 Harper Valley St. Live Oak who addressed Council regarding agenda item 8 regarding automatic sprinkler system installation requirements and the hardship it would cause for the VFW Post 8315, requested that they be exempt due to the cost of installation.
- Mr. David Garcia, 1303 Madrid Drive, Universal City who deferred his time to Henry Conway regarding agenda item 8.
- Mr. Joe Atalin, 86100 Turner Ridge, Garden Ridge, who deferred his time to Henry Conway regarding agenda item 8.
- Mr. Guadalupe Moytiver, 255 Matthew Cibolo, who also deferred his time to Henry Conway regarding agenda item 8.
- Mr. John Hoeft, 509 Schertz Parkway who addressed Council regarding agenda item 8 regarding automatic sprinkler system installation requirements and the hardship it would cause for Mikulski Hall, requested that they be exempt due to the cost of installation.
- Mr. Jesse Gonzales, 1300 Tractor Pass who also addressed Council regarding automatic sprinkler system installation requirements and the hardship it would cause for Mikulski Hall.

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.

Mayor Gutierrez and Mayor Pro-Tem Whittaker read the following items into record:

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the regular meeting of March 23, 2021. (B. Dennis)
2. **Resolution No. 21-R-21** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with M&C Fonseca Construction Co., Inc. relating to the construction of the F.M. 1103 Sewer Extension Project and authorizing the budget expenditures for the project. (C. Kelm/S. Williams/S. McClelland)
3. **Resolution No. 21-R-26** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing EMS debt revenue adjustments, Utility Billing debt revenue adjustments and Schertz Magazine debt revenue adjustments for certain inactive outstanding receivables and other matters in connection therewith. (B. James/J. Walters)

4. **Resolution No. 20-R-29** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to sign a Letter of Intent (LOI) with Sterling McCall Ford for the purchase of one (1) new ambulance for Fiscal Year 2021/2022. (C. Kelm/J. Mabbitt)
5. **Ordinance No. 21-S-08**- Consideration and/or action approving an Ordinance by the City Council of the City of Schertz , Texas on a request to rezone approximately 58 acres of land from Single-Family Residential / Agricultural (R-A) to Planned Development District (PDD), generally located approximately 1,560 feet north west of the intersection of FM 1518 and Ware-Seguin Road, also known as Bexar County Property Identification Numbers 310073, 310106, 310101, 310105, 310104, 310078, 1157215, 310077, and 310083, City of Schertz, Bexar County, Texas. (B. James / L. Wood / E. Delgado)**Final Reading**
6. **Resolution No. 21-R-28** - Consideration and/or action approving a Resolution authorizing the revised Bylaws of the Planning and Zoning Commission, and other matters in connection therewith. (B. James / L. Wood / E. Delgado)
7. **Resolution No. 21-R-27** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz Texas authorizing temporary employees to help manage the COVID-19 vaccine clinics. (M. Browne/C. Kelm/K. Long)
8. **Ordinance No. 21-C-09** – Consideration and/or action approving an Ordinance by the City Council of The City of Schertz, Texas amending The Code Of Ordinances of the City of Schertz Chapter 30, Fire Prevention And Protection by amending existing International Codes and adopting New International Codes; Providing for a period of compliance for certain provisions; Providing for severability; Providing for a fine of not more than five hundred dollars (\$500.00) for each offense unless said violation is a violation of a regulation governing; fire safety, public health and sanitation; then by a fine of not more than two thousand dollars (\$2,000.00) for each offense. **Final Reading** (C. Kelm/K. Long)
9. **Resolution No: 21-R-30** - Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas authorizing a Police Uniform Agreement with Nardis Inc. (C. Kelm / M. Hansen / K. Kallies)

10. **Ordinance No. 21-C-07** - Consideration and/or action approving an Ordinance amending the Schertz Code of Ordinances, Chapter 18, Buildings and Building Regulations, by repealing existing International Codes and adopting new International Codes and adopting the revised Schertz Code of Ordinance, Chapter 18, Building and Building Regulations. ***Final Reading*** (B. James/L. Wood/G. Durant)
11. **Resolution 21-R-31** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an Interlocal Cooperation Contract Agreement with the Texas Parks and Wildlife Department (TPWD), and other matters in connection therewith. (M. Browne/C. Kelm/K. Long)
12. **Boards, Commission and Committee Appointments** - Consideration and/or action appointing Mr. Richard Gonzales to the Historical Preservation Committee. (B. Dennis/Mayor-Council)
13. **Resolution No. 21-R-19** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a contract for bank depository services between the City of Schertz and Schertz Bank and Trust. (M. Browne/B. James/J. Walters)

Mayor Gutierrez announced that agenda items 2 and 8 are being removed for separate action and asked Council if there were any other items they wished to be removed for separate action. Mayor Gutierrez recognized Councilmember Scott who requested that agenda items 5 and 8 be removed and Councilmember Davis requested agenda items 7 and 13 be removed for separate action.

Moved by Councilmember David Scagliola, seconded by Councilmember Mark Davis to approve consent agenda items 1, 3, 4, 6, 9, 10 through 12.

AYE: Mayor Pro-Tem Jill Whittaker, Councilmember Mark Davis,
Councilmember Rosemary Scott, Councilmember Michael Dahle,
Councilmember David Scagliola, Councilmember Allison Heyward,
Councilmember Tim Brown

Passed

Discussion and Action Items

2. Resolution No. 21-R-21 – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with M&C Fonseca Construction Co., Inc. relating to the construction of the F.M. 1103 Sewer Extension Project and authorizing the budget expenditures for the project. (C. Kelm/S. Williams/S. McClelland)

Mayor Gutierrez recognized Assistant City Manager Charles Kelm who introduced this item stating staff has been working with the property owner of Corridor Oaks with Mr. Kahn with sewer extension project. Mr. Kahn originally agreed to extend the 8-inch wastewater main from the corner of Walgreens/Corridor Oaks Rd across the easement of Walgreens and then across the property front of Corridor Oaks. Original agreement was to just address the project across from the Walgreen portion. Mr. Kahn has now agreed to extend it across his property. Request permission for Dr. Browne to sign this agreement with Mr. Kahn to finalize extending the 8 inch main across his property and granting the easement to the city.

Staff recommends approval of Resolution 21-R-21 authorizing the City Manager to enter into a contract with M&C Fonseca Construction Co., Inc., in an amount not to exceed \$81,659.00 for the construction of the F.M. 1103 Sewer Extension Project.

Moved by Councilmember Michael Dahle, seconded by Councilmember Allison Heyward to approve Resolution 21-R-21

AYE: Mayor Pro-Tem Jill Whittaker, Councilmember Mark Davis, Councilmember Rosemary Scott, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

5. Ordinance No. 21-S-08- Consideration and/or action approving an Ordinance by the City Council of the City of Schertz , Texas on a request to rezone approximately 58 acres of land from Single-Family Residential / Agricultural (R-A) to Planned Development District (PDD), generally located approximately 1,560 feet north west of the intersection of FM 1518 and Ware-Seguin Road, also known as Bexar County Property Identification Numbers 310073, 310106, 310101, 310105, 310104, 310078, 1157215, 310077, and 310083, City of Schertz, Bexar County, Texas. (B. James / L. Wood / E. Delgado)
Final Reading

Mayor Gutierrez recognized Senior Planner Emily Delgado who introduced this item stating the applicant is proposing to rezone approximately 58 acres of land from Single-Family Residential / Agricultural (R-A) to Planned Development

District (PDD), specifically as part of The Crossvine PDD.

Based on the subject property being immediately adjacent to existing The Crossvine PDD zoned properties on two sides, and FM 1518 the proposed zoning should have minimal impact on the adjacent properties. The proposed The Crossvine PDD 4th amendment to incorporate the additional 57.486 acres is consistent with PDD design standards previously approved and will be a natural continuation of the existing The Crossvine development. Staff recommends approval of zone change request, to incorporate approximately 58 acres into the Crossvine PDD.

Mayor Gutierrez recognized Councilmember Scott who address her concerns regarding the 5-foot set back. The 5ft setback is the same as the current Crossvine PDD. She is concerned about congestion and growth. Cannot escape it, but only can control it. There will be a mix of yard sizes. This is a conceptual proposal with the PDD language. Every person she spoke to, says the yards are small, want larger yards, but they are the only sizes offered. Folks wanting larger yards, says buyers are willing to give up home space for larger yards. Home prices going up, but yards are getting smaller.

Councilmember Scagliola also addressed congestion and density, however we sat down months ago and discussed the Crossvine and developed the guidelines. This is consistent with the homes being built in that development. Looking forward to sitting down for the joint meeting with PZ next week. Believes PDD are being used to develop small lots, and would like to set percentages on small, medium and larger lots.

Moved by Councilmember David Scagliola, seconded by Councilmember Michael Dahle to approve Ordinance 21-S-08 on final reading.

AYE: Mayor Pro-Tem Jill Whittaker, Councilmember Mark Davis,
Councilmember Rosemary Scott, Councilmember Michael Dahle,
Councilmember David Scagliola, Councilmember Allison Heyward,
Councilmember Tim Brown

Passed

7. Resolution No. 21-R-27 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz Texas authorizing temporary employees to help manage the COVID-19 vaccine clinics. (M. Browne/C. Kelm/K. Long)

Mayor Gutierrez recognized Fire Chief Kade Long who introduced this item stating this item authorizes temporary employees to help manage COVID-19 vaccine clinics. Chief Long explained the intent was to get staff back to their

regular jobs. Having the temporary employees to run pre and post clinic only, so we can still hold vaccine clinics and temporary staff to run them, without using regular full time staff.

Mayor Gutierrez recognized the following:

Councilmember Davis asked are these projected to be part-time or full time or mixture of both? Chief Long answered they will be temporary staff. Depending on the need of that week's clinics, temporary employees can work 40 hrs. or 10 hrs., depending on the need the shot clinic. The end date of the temporary employment status is June. 15, 2021.

Councilmember Davis stated before we have had temporary agencies, fill positions needed, are we using a temp agency or are we using HR resources? Concerns of using volunteers for temporary staff vs. using a temp agency. Afraid we could open up a precedent of other volunteers and volunteer program. We do need the staff but find it odd that we are using a volunteer pool and now making them part-time employees. Feels leery using these volunteers as temp employees and not using temp service to provide the temporary employees.

Mayor Pro-Tem Whittaker asked about the Financial impact. Is the pay coming from the COVID-19 reimbursement funds? Chief Long said there are 2 funding mechanisms to cover the additional expense. Believes you can differentiate the difference with (clinic volunteers) temp employees vs. hiring temps from an agency. Sees this as a separate program and believes the additional funding from the government for fighting Covid to pay for the temporary employees is a good use of those funds.

Chief Long stated the thought behind this was consistency and speed at the shot clinics. There are some technical jobs and having a temp employee vs. a volunteer, the consistency and service remains high.

Councilmember Scott stated she called HR, (Mayor and Dr. Browne had no knowledge) and asked about Raquel Gutierrez being a compensated volunteer. Found out could not pay her, due to nepotism. Believes this can be very political very fast and believes the volunteers should be highly recognized.

Chief Long thanked Raquel Gutierrez for her running the volunteer program and getting staffing for the clinics.

Councilmember Dahle stated he supports this idea, the volunteer program has been wonderful so far, but is afraid we could tap out that pool of volunteers. He sees the benefit of having those volunteers hired as the temp employees because of their experience in working the clinics so far. We need to get help for the regular staff so they can get back to their duties and not being pulled in two different directions.

He sees the challenges of hiring paying some COVID-19 volunteers and not others could send the wrong message to them, and we could possibly lose some volunteers over this. This is a challenge, but we need to find the right way to implement this program.

Councilmember Heyward stated she support this, there are some wonderful volunteers that have worked long hours, long days and even nights. Bringing in new folks while we are at the tail end of this would be a disservice to the EMS Fire Dept/ Summer Hall having to train new folks to run the clinic. It runs seamlessly with these volunteers because they have been here every day, all day and then some. This is the right way to compensate them and this is a way for accountability. It is worth it.

Councilmember Davis stated he fully supports the program, and understands the workload and understands this is a one up situation, but this is a potential pitfall going forward combining volunteers and temporary employees.

Mayor Gutierrez stated he appreciates the volunteers and service to the community and very much appreciated. It is very hard to explain how we feel about you stepping up. We do need the consistency in running the clinics.

Moved by Councilmember Mark Davis, seconded by Councilmember Rosemary Scott to approve Resolution No. 21-R-27.

AYE: Mayor Pro-Tem Jill Whittaker, Councilmember Mark Davis, Councilmember Rosemary Scott, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

8. Ordinance No. 21-C-09 – Consideration and/or action approving an Ordinance by the City Council of The City of Schertz, Texas amending The Code Of Ordinances of the City of Schertz Chapter 30, Fire Prevention And Protection by amending existing International Codes and adopting New International Codes; Providing for a period of compliance for certain provisions; Providing for severability; Providing for a fine of not more than five hundred dollars (\$500.00) for each offense unless said violation is a violation of a regulation governing; fire safety, public health and sanitation; then by a fine of not more than two thousand dollars (\$2,000.00) for each offense. ***Final Reading*** (C. Kelm/K. Long)

Mayor Gutierrez recognized Fire Chief Kade Long who introduced this item stating that since the first reading the proposed changes have been made which will resolve problems and issues brought up this evening. The changes included:

Recommended Change for Section 1103.5.1 (Section 2):

FROM: “having an occupant load of 300 or more”

TO: “identified as a Night Club as defined by Schertz UDC and having an occupant load of 300 or more”

Recommended Change Section 903.2:

FROM: “firewall” AND “Building”

TO: “separation/barrier” AND “Residential ”

Possible Section 2: Those existing structures affected by the requirement established by thru the adoption of Fire Code Section 1103.5.1 Group A-2 which will require that, where alcoholic beverages are consumed in a Group A-2 occupancy identified as a Night Club as defined by Schertz UDC and having an occupant load of 300 or more, the fire area containing the Group A-2 occupancy shall be equipped with an automatic sprinkler system in accordance with Section 903.3.1.1; shall be allowed three (3) years to achieve compliance or seek an applicable variance, from the effective date of this ordinance.

Possible 903.2: An automatic sprinkler system shall be installed throughout all levels of any new Group A (Assembly), B (Business), E (Educational), F (Factory), H (Hazardous), I (Institutional), M (Mercantile), and S (Storage) occupancies of more than 10,000 square feet or where the combined floor area on all floors, including mezzanines exceeds 10,000 square feet, and throughout all R-3 (Residential) occupancies of more than 5,000 square feet or more than two stories in height. The calculated area shall include all occupied space and exclude garage if separated from the resident and its attic space by fire separation/barrier (according to International Residential Code-2018 ED.) and also exclude any detached building. Requirements of this section shall apply to existing buildings if there is a change of occupancy type/use, an increase in square footage/occupant load that exceeds section requirements or a remodel/renovation involving more than 25% of the building.

Mayor Gutierrez recognized the following:

Councilmember Scott who thanked staff, it was a nice surprise. It takes care of the problems that were discussed at the last meeting.

Mayor Pro-Tem Whittaker stated this resolves the issues and feels comfortable with the change. She asked Chief Long on how this information will get out. In answer Chief Long stated the information will be available on the website and available when vendors come in to pull permits and will send out to builders.

Councilmember Heyward thanked staff for looking into something that will save the VFW and Knights of Columbus/Mikulski Hall.

Councilmember Scagliola stated that when he approved this on first reading, he was hoping that would not cause hardships on our businesses.

Councilmember Dahle thanked staff for finding a solution to the two (2) great organizations, so it would not have a negative impact on these businesses.

Councilmember Davis asked what is the definition difference between a nightclub, tavern and a bar. In answer, Night club has a large dance floor is the primary difference of those businesses.

A motion was made by Councilmember Dahle to approve Ordinance No. 21-C-90, Mayor recognized Chief Long who suggested amending the motion to approve with the adjusted changes.

**Councilmember Rosemary Scott left the dais and was unavailable for the vote.*

Moved by Councilmember Michael Dahle, seconded by Councilmember David Scagliola to approve Ordinance No. 21-C-09 with changes noted on final reading.

AYE: Mayor Pro-Tem Jill Whittaker, Councilmember Mark Davis, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

Other: Councilmember Rosemary Scott (ABSENT)

Passed

13. Resolution No. 21-R-19 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a contract for bank depository services between the City of Schertz and Schertz Bank and Trust. (M. Browne/B. James/J. Walters)

Mayor Gutierrez recognized Finance Director James Walters who introduced this item stating currently Schertz Bank & Trust is the City depository. The existing depository contract was for a three-year term with two one-year renewal options. On January 14, 2021, three banks submitted proposals to the City.

The three banks are Schertz Bank and Trust, Frost Bank, and First United. The proposals were evaluated based on the following criteria: Customer Service, Financial Cost/Benefit, Banking History & Financial Strength, and Performance. The bank depository proposals were reviewed by a selection committee made up of staff members that have regular contact with the depository. They represented areas including accounts payable, accounts receivable, account reconciliation, special agreement execution between the City and a Customer, and investments.

Based on the evaluation criteria the selection committee unanimously to recommend Schertz Bank & Trust to continue providing depository services to the City. This agreement can be terminated at anytime during the contract period. Upon termination or completion of the contract terms, the City will put another request for proposals to evaluate depositories for a new contract.

Staff recommends approval of Resolution 21-R-19 to engage in a depository contract with Schertz Bank and Trust for a 3 year term with an 2 additional 1 year extension options.

Mayor Gutierrez recognized the following:

Councilmember Davis who stated he has concerns over the internal city processes and the evaluation summary. Important factors of a Depository: What interest is paid to the city accounts? What costs does the city incur?

Councilmember Davis asked how does 40 points of 100 for customer service, don't understand how customer service plays into it at that degree.

Finance Director James Walters stated customer service is important to handle problems immediately and how responsive they are. Davis says it is difficult to gage customer service of a bank we do not do business with. With Frost Bank, our POC is not even in the same branch. There is nobody at the branch that could handle our issues in a day vs. having the problem sent out.

Councilmember Davis stated he would like a reassessment of our evaluation table and see financial benefit (interest rates and fees) should be rated higher rather than 20% weighted value as it is now. Have Audit Committee and our Council members have a say in the bid process for the bank depository services.

Mayor Gutierrez brought up interesting points, on using local businesses for future RFP's.

Councilmember Scott state she understands both sides of customer service and great interest rates, and sometimes you need good service immediately. Question: Is the maintenance of \$500,000 combined average balance is that reasonable. In answer, Mr. Walters stated he believes we need to only have \$500,000 in the bank to waive the fees.

Councilmember Brown stated Schertz Bank is still number one,

Councilmember Davis state he has no problem with the banks who bid, but what value are we getting interest rate and what fees we are getting charged.

Mayor Pro-Tem Whittaker stated she agrees weighting the customer service as

high could be skewed as using it to get the decision you want.

Moved by Councilmember Allison Heyward, seconded by Councilmember Rosemary Scott to approve Resolution No. 21-R-19.

AYE: Mayor Pro-Tem Jill Whittaker, Councilmember Mark Davis,
Councilmember Rosemary Scott, Councilmember Michael Dahle,
Councilmember David Scagliola, Councilmember Allison Heyward,
Councilmember Tim Brown

Passed

14. **Resolution 21-R-25** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz authorizing the City Manager to amend the Design-Build Agreement with F.A. Nunnelly for the Fleet Maintenance Building Project and other matters in connection therewith. (C. Kelm/S. Williams/S. McClelland)

Mayor Gutierrez recognized Jennifer Black with Sledge Engineering who provided a brief PowerPoint on the proposed scope of work regarding Building 27 - Commercial Place renovations into a state of the art Fleet Maintenance Building. The renovations to the building include creation of office spaces, fleet shop area, and sign shop.

Goal is to award Guaranteed Maximum Price (GMP) in the amount of \$1,372,794 to FA Nunnelly for construction of the renovations of Building 27. Having a dedicated fleet maintenance building allows the City to effectively and efficiently maintain, service, and repair the City's Fleet Vehicles. Having this space will reduce the amount of money spent on third-party repairs such as dealerships and will increase the overall life expectancy of the City's Fleet. Staff recommends approval.

Moved by Councilmember David Scagliola, seconded by Councilmember Allison Heyward to approve Resolution No. 21-R-25.

AYE: Mayor Pro-Tem Jill Whittaker, Councilmember Mark Davis,
Councilmember Rosemary Scott, Councilmember Michael Dahle,
Councilmember David Scagliola, Councilmember Allison Heyward,
Councilmember Tim Brown

Passed

15. **City of Schertz Mask Policy** - Discussion and action regarding current mask policy in the City of Schertz and request guidance on extending the current policy to May 4, 2021. (M. Browne/C. Kelm/K. Long)

Mayor Gutierrez recognized Fire Chief Kade Long and City Manager Dr. Mark Browne who discussed the current mask policy. City Council discussed and staff received unanimous direction regarding an update to our City's Mask Policy. Effective Wednesday, City Staff and customers visiting our facilities will not be required to wear a mask when coming onto City property EXCEPT for the following buildings - Library, Senior Center and the Vaccine Clinics at the Civic Center. Additionally, we will stop doing the daily temperature checks except for these specific facilities. We will still follow social distance practices and we continue to encourage good hygiene practices (hand washing, covering mouth when sneezing, etc.).

The rationale for this change is that there are only 16 cases of COVID in Schertz at the current time, hospitalization rates are low and have been low for several weeks (current hospitalization rate for San Antonio area for COVID is 3.4%). Similarly, testing rates are also low (latest numbers are 5% for molecular and 2% for Antigen testing). The numbers support this change. Most employees are either vaccinated or have had the opportunity to be vaccinated. We plan to reevaluate how things are in 30 days and will provide an update at that time.

Public Hearings

16. **Ordinance No. 21-S-11** - Conduct a Public Hearing and consideration and/or action on a request to rezone approximately 25 acres of land from General Business District (GB) and General Business II District (GB-2) to General Business II District (GB-2), generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, 164035, 67453, City of Schertz, Guadalupe County, Texas. (B. James/L. Wood/E. Delgado)***First Reading***

Mayor Gutierrez recognized Senior Planner Emily Delgado who introduced this item stating the applicant is requesting to rezone approximately 25 acres of land from General Business District (GB) and General Business II District (GB-2) to entirely General Business II District (GB-2).

The requested zoning to all General Business II District (GB-2) is desired to create a cohesive zoning for the entire property rather than the current split in zoning. Additionally, the requested Specific Use Permit, is for the same approximately 25 acres with the desire to have the land use Mini-Warehouse /

Public Storage, as it would be an approved use for the entire property since the majority is already developed as such.

Although, the requested zoning of General Business II District (GB-2) is not consistent with the current designation on the Comprehensive Land Use Plan, it is consistent with the existing business and the proposed business expansion and should have a minimal impact to the surrounding properties and public infrastructure. In addition, the requested zoning will make the zoning for this entire property consistent rather than having the property have split zoning, with the middle being General Business II District (GB-2) and the front and rear of the property being General Business District. The property has been utilized for mini-warehouse / public storage since at least 2002, however per the County records could be as early as 1995. The requested zone change and the associated Specific Use Permit if approved would bring the property into a legal conforming land use status and would allow the business to expand as desired. This item was heard at the March 10, 2021, Planning and Zoning Commission meeting, in which the Commission provided a unanimous recommendation of approval of the zone change. Staff recommends approval of the zone change request to rezone approximately 25 acres of land to General Business II District (GB-2).

Mayor Gutierrez opened the public hearing and as no one spoke; closed the public hearing for Council comments. No comments from Council.

Moved by Councilmember David Scagliola, seconded by Councilmember Allison Heyward to approve Ordinance No. 21-S-11 on first reading.

AYE: Mayor Pro-Tem Jill Whittaker, Councilmember Mark Davis, Councilmember Rosemary Scott, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

17. **Ordinance No. 21-S-12** - Conduct a public hearing and consideration and/or action on a request for a Specific Use Permit to allow Mini-Warehouse / Public Storage on approximately 25 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, 164035, 67453, City of Schertz, Guadalupe County, Texas. (B. James/L. Wood/E. Delgado)
First Reading

Mayor Gutierrez recognized Senior Planner Emily Delgado who introduced this item stating the applicant is requesting approval of a Specific Use Permit for approximately 25 acres in order to allow the land use Mini-Warehouse / Public

Storage by right. The property is currently developed as the Lockaway Storage mini-warehouse / public storage business located at the intersection of FM 3009 and FM 78. In conjunction with the Specific Use Permit request, the applicant has also submitted a zone change request to rezone the 25 acres to General Business II District (GB-2). The requested zoning along with the Specific Use Permit, if approved would allow the Mini-Warehouse / Public Storage land use by right, and the site would no longer be considered non-conforming.

The subject property is currently developed as a mini-warehouse / public storage business, Lockaway Storage and is proposed to be expanded to the rear of the existing business. The subject property is adjacent to undeveloped land, a previous landfill, right of way, railroad and a small portion of single-family residential / agricultural property.

The proposed expansion includes two new buildings for a total of 81,079 square feet of climate controlled office and indoor mini-warehouse / public storage and additional outdoor public storage area designed for additional RV storage on site.

Staff is recommending approval of the Specific Use Permit to allow the approximately 25 acres to be a mini-warehouse / public storage with the following conditions: a) A building permit is approved within one year of the adoption of the SUP ordinance; and b) The use begins operation within two years of the issuance of the necessary building permit(s).

Mayor Gutierrez opened the public hearing and as no one spoke; closed the public hearing for Council comments. No comments from Council.

Moved by Councilmember Allison Heyward, seconded by Councilmember Tim Brown to approve Ordinance No. 21-S-12 on first reading.

AYE: Mayor Pro-Tem Jill Whittaker, Councilmember Mark Davis, Councilmember Rosemary Scott, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

18. **Resolution No. 21-R-22** Conduct a public hearing, consideration and/or action approving a resolution accepting a petition for voluntary annexation of approximately 35.5 acres of land generally located approximately 4,000 feet southeast of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 310024 and 310031, Bexar County, Texas. (B. James/ L. Wood/ N. Koplyay)

Mayor Gutierrez recognized Senior Planner Nick Koplyay who introduced this item stating the property owners are requesting voluntary annexation into the City of Schertz, because they want the subject property to be located within the Schertz City limits in order to zone the land Planned Development District (PDD) and develop it as a single-family residential subdivision.

Upon City Council accepting the petition for voluntary annexation of the approximately 35.5 acres, the property owners would be able to initiate the annexation and zone change processes for the subject property. The adoption of this resolution does not annex the subject property into the City, but allows for City Council to annex the property by ordinance in the future. A subsequent ordinance for annexation must be approved by City Council in order to annex the property into the City, which is tentatively scheduled to be heard at the May 4, 2021 City Council meeting. The property owners are also requesting to zone the subject property to Planned Development District (PDD) following City Council approval of the annexation ordinance. Staff recommends approval.

Mayor Gutierrez opened the public hearing and as no one spoke; closed the public hearing for Council comments. No comments from Council.

Moved by Mayor Pro-Tem Jill Whittaker, seconded by Councilmember Michael Dahle to approve Resolution No. 21-R-22.

AYE: Mayor Pro-Tem Jill Whittaker, Councilmember Mark Davis,
Councilmember Rosemary Scott, Councilmember Michael Dahle,
Councilmember David Scagliola, Councilmember Allison Heyward,
Councilmember Tim Brown

Passed

Roll Call Vote Confirmation

Mayor Gutierrez recognized Deputy City Secretary Sheila Edmondson who provided the roll call vote confirmation for agenda items 1 through 18.

Workshop

- 19. Workshop Discussion and Update (Ordinance 20-H-18)** - Discussion and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long/S. Hall)

Mayor Gutierrez recognized Emergency Management Coordinator Summar Hall who provided the following updated information:

Vaccination update

Vaccination Clinic April 8th & 9th

- Thursday, April 8th: Janssen Single Dose – 1,000 doses
- Friday, April 9th: Pfizer 2nd Dose – 1,170 doses

Vaccination Clinic April 15th

- Thursday, April 15th: Pfizer 2nd Dose – 1,500 doses

Guadalupe County Vaccine Data

- Allocated – 66,275 doses
- Administered – 58,135 doses
- People vaccinated with at least one dose – 37,080
- People fully vaccinated – 25,583

Current Numbers for Guadalupe, Comal and Bexar Counties:

	Guadalupe	Comal	Bexar
Confirmed	10,539	5,165	174,550
Probable Cases	3,453	4,599	33,399
Fatalities	207	286	3,360
Active Cases	105	193	4,018
Recovered Cases	13,659	9,238	200,571

Active cases for Guadalupe County and SCUCISD

State Disaster Declaration

April 5, 2021

- Governor Abbott extended State Disaster Declaration for additional 30 days.
- City of Schertz’s declaration follows State

Closed Session

Mayor Gutierrez recessed the regular meeting into Closed Session at 9:05 p.m. and read the following items into record.

20. 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-065

- 21.** The City Council will meet in Closed Session in accordance with Section 551.071 of the Texas Government Code to consult with legal counsel regarding issues related to the JBSA-AACOG ILA task order process.

Reconvene into Regular Session

Mayor Gutierrez reconvened back into regular session at 9:40 p.m., and stated Council met on item 20, 9:10 p.m. to 9:24 p.m., and on item 21, 9:25 p.m. to 9:35 p.m.

20a. Take any action based on discussions held in closed session under Agenda Item 20. No action was taken.

21a. Take any action based on discussions held in closed session under Agenda Item 21. No action taken.

Roll Call Vote Confirmation

No roll call vote confirmation as no action was taken in closed session.

Requests and Announcements

- Announcements by the City Manager.

No further announcements.

- Requests by Mayor and Councilmembers for updates or information from staff.

None at this time.

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

Mayor Gutierrez recognized Mayor Pro-Tem Whittaker who requested item be placed on a future agenda to review and discuss the Tree Mitigation Ordinance.

- Announcements by Mayor and Councilmembers

- City and community events attended and to be attended
- City Council Committee and Liaison Assignments (see assignments below)
- Continuing education events attended and to be attended
- Recognition of actions by City employees
- Recognition of actions by community volunteers

Mayor Gutierrez recognized the following:

Mayor Pro-Tem Whittaker who stated she attended the following:

- Ribbon Cutting for On the Grind
- PreBudget Workshop retreat
- William King Cole Session 2 training
- Various vaccine clinics

Councilmember Davis who stated he attended the following:

- PreBudget Workshop retreat

Councilmember Scott who stated she attended the following:

- PreBudget Workshop retreat

Councilmember Dahle who stated he attended the following:

- PreBudget Workshop retreat

Councilmember Scagliola who stated he attended the following:

- PreBudget Workshop retreat
- On the Grind ribbon cutting event

Councilmember Heyward who stated she attended the following:

- TMRS Budget meeting
- Moving on Main event meeting
- Food drive in Cibolo
- PreBudget Workshop retreat
- On the Grind ribbon cutting event

Councilmember Browne who stated he attended the following:

- PreBudget Workshop retreat

Adjournment

Mayor Gutierrez adjourned the meeting at 9:46 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: April 13, 2021
Department: City Secretary
Subject: Resolution No. 21-R-29 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to sign a Letter of Intent (LOI) with Sterling McCall Ford for the purchase of one (1) new ambulance for Fiscal Year 2021/2022. (C. Kelm/J. Mabbitt)

BACKGROUND

On April 6, 2021 this item was presented and approved with the wrong resolution number on it, we need to approve with the corrected resolution number.

The EMS Department currently has a fleet of ten (10) ambulances, six (6) of these ambulances are "front-line" or are in-service at any given time which leaves a reserve fleet of four (4) ambulances. A goal is to have four (4) reserve ambulances to allow our fleet department time to "down" each ambulance for preventative and safety checks. Mileage for these ambulances range from 4,000 to over 183,000 miles:

Ambulance	Year	Mileage as of 3/1/2021
266	2008	120,771
274	2013	183,554
275	2013	174,634
276	2015	168,502
277	2015	147,708
278*	2015	223,416
279	2015	150,001
280	2017	91,924

281	2017	59,189
282	2020	4,430

*OOS - being re-mounted

After coordination with the Fleet Department and in-line with our vehicle replacement program, it was decided to purchase this ambulance from Frazer through Sterling McCall Ford (for the chassis). Frazer is a HGAC Buy Purchasing Cooperative program participant, and the ambulances are built here in Texas.

Like our previous three ambulances, this ambulance will be mounted on a Ford F450 chassis.

Due to COVID-19, ambulance manufacturers have lengthened their build times (mainly due to chassis delays) and to have our ambulance built by January we need to have a Letter of Intent (LOI) signed to save a chassis for the build.

Final purchase will be dependent on final approval of the FY22 budget.

GOAL

Authorizing the City Manager to sign a Letter of Intent (LOI) with Sterling McCall Ford for the intent to purchase one (1) new ambulance for FY22.

COMMUNITY BENEFIT

The items purchased from Frazer are in support of EMS response to the communities served.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approving the attached Letter of Intent (LOI) authorizing the City Manager to sign a Letter of Intent (LOI) with Sterling McCall Ford for the purchase of one (1) new ambulance for FY22.

FISCAL IMPACT

This ambulance will be purchased in FY22 contingent on approval of the FY22

budget. The total amount for this ambulance will not exceed \$250,000.

Staff will return for approval of the funds once the budget is approved.

RECOMMENDATION

Staff recommends approval of Resolution No. 21-R-29

Attachments

21-R-29

Quote

LOI

RESOLUTION NO. 21-R-29

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO SIGN A LETTER OF INTENT (LOI) WITH STERLING MCCALL FORD FOR THE PURCHASE OF ONE (1) NEW AMBULANCE FOR FISCAL YEAR 2021/2022 AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Schertz EMS Department has chosen Sterling McCall Ford and Frazer, a HGACBuy Purchasing Cooperative vendor, for the purchase of one (1) Ford Ambulance; and

WHEREAS, the total cost of one ambulance will be no more than \$250,000; and

WHEREAS, this purchase will be funded with budgeted operating costs from the FY22 approved budget.

WHEREAS, HGACBuy Purchasing Cooperative is a national online purchasing cooperative, developed to comply with state laws which require government entities to make purchases through a competitive procurement process; and

WHEREAS, HGACBuy Purchasing Cooperative gives public entities the advantage of leveraging the cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based shopping and ordering; and

WHEREAS, purchases under the cooperative programs meet the requirements under the Texas Local Government Purchasing Code rule for cooperative purchases as adopted by the City of Schertz Resolution 11-R-41 on August 30, 2011 amending the City's purchasing policy; 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 sign a Letter of Intent (LOI) with Sterling McCall Ford attached in Exhibit A for one ambulance not to exceed \$250,000.

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

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

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

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

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

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

PASSED AND ADOPTED, this 13th day of April 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)



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Customer Quote

Order No.: Q2414-0001

Quote Date: 3/9/2021

Expiration Date: 5/3/2021

Salesperson: Kalyn Salsman

Invoice To:

City of Schertz EMS
1400 Schertz Pkwy, Bldg 7
Schertz TX 78154
US

Attention:

EMS Director
Jason Mabbitt
jmabbitt@schertz.com

No.	Item	Quantity	U/M		Unit Price		Net Amount
1	MODULE Type I 12'4" Module	1.000	EA	\$	182,225.00	\$	182,225.00
2	CHASSIS 2022 Ford F-450 Diesel	1.000	EA	\$	53,000.00	\$	53,000.00
3	DELIVERY Customer Pick Up-Frazer FOB	1.000	M	\$	0.00	\$	0.00
4	HGAC-NEW HGAC Fee for a New Unit	1.000	EA	\$	1,000.00	\$	1,000.00

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Sterling McCall Ford

Sterling McCall Ford
6445 Southwest Freeway
Houston TX 77074

Sale Amount:	236,225.00
Sales Tax:	0.00
Total Amount:	236,225.00

Payment Terms: Net 30

Special Instructions:

Email this quote along with your PO to sales@frazerbilt.com.
Graphics pricing includes two hours' design time in the base price.
More extensive graphics or multiple changes will be billed at \$100/hr.

Frazer, Ltd., 7219 Rampart Street, Houston, TX, 77081,
P: 713-772-5511 www.frazerbilt.com
Frazer Proprietary and Confidential



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For your convenience, all pricing has been itemized below per quote Q2414-0001 for City of Schertz EMS

Base Module	\$ 99,900.00
Chassis Exterior	\$ 24,825.00
Module Exterior	\$ 35,225.00
Chassis Interior	\$ 7,600.00
Module Interior	\$ 14,675.00
Total \$	182,225.00

Items included in above totals:

1. Type I 12' 4" taller Module	\$ incl
2. This is a CAAS Unit	\$ incl

Chassis Exterior:

3. Heat Shielding for Diesel Chassis	\$ 1,575.00
4. Chassis Paint Layout: Paint All Two Tone - FLNA 92772 and FLNA 10707	\$ 5,900.00
5. Chassis : 2021 Ford F-450, Diesel, 4x2, Regular Cab, 84" Cab to Axle, Ford White (FA90:YO)	\$ incl
6. Suspension: LiquidSpring	\$ 11,550.00
7. Centramatic Wheel Balancers Both Axles	\$ 650.00
8. Wheel type: Factory Steel	\$ incl
9. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	\$ 275.00
10. Chassis Steps: ArcRite with Sure Grip	\$ 1,050.00
11. Grille Guard: Ranch Hand Full Replacement Bumper	\$ 1,375.00
12. Siren Amplifier: Howler	\$ 1,325.00
13. Window Tint (35% VLT) on Chassis Doors	\$ 275.00
14. Passenger's side Grille Light: Whelen M6 Red Light	\$ 50.00
15. Driver's side Grille Light: Whelen M6 Blue Light	\$ 50.00
16. Passenger's side Intersect Light: Whelen M6 Blue Light	\$ 50.00
17. Driver's side Intersect Light: Whelen M6 Red Light	\$ 50.00
18. Additional Grille Guard Driver Side Light: Whelen M4 Red/Blue Light	\$ 325.00
19. Additional Grille Guard Passenger Side Light: Whelen M4 Blue/Red Light	\$ 325.00
Chassis Exterior Subtotal \$	24,825.00

Module Exterior:

20. Power Source: Onan 5.5kW Generator	\$ 10,000.00
21. Locking Gas Cap	\$ incl
22. Module Paint Layout: Two Tone - FLNA 92772 and FLNA 10707	\$ 3,150.00



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23. SuperTherm Coating on Module Roof	\$	1,050.00
24. Rear Wall 3M Conspicuity Layout - Chevron : Yellow Base Color and Blue - Reflective Overlay	\$	1,575.00
25. Entry Door Conspicuity Layout - Squares : White Base Color	\$	325.00
26. Conspicuity Strips on Compartments Matching the Rear Wall	\$	275.00
27. Frazer Provided Graphics	\$	3,000.00
28. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
29. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	\$	225.00
30. Dri-Deck in Applicable Exterior Compartments	\$	275.00
31. Ground Lights: Perimeter of Module and Under Chassis Steps	\$	3,150.00
32. Shore Power: Dual 20/30 Amp Kussmaul Auto Eject w/ Yellow covers on Rear Wall	\$	600.00
33. Pigtail/Plug Option: Pigtail	\$	incl
34. Coax 1: Run coax from location 1 to Chassis	\$	incl
35. Coax 2: Run coax from location 2 to Electrical Compartment terminated to terminated to Sierra wireless antenna	\$	incl
36. Coax 3: Run coax from location 3 to Electrical Compartment terminated to terminated to UHF antenna	\$	incl
37. Coax 4: Run coax from location 4 to Electrical Compartment terminated to terminated to VHF Antenna	\$	incl
38. UNOC#???- Furnish and install (2) green LED lights (1) over each shore power receptacle	\$	225.00
39. UNOC#811-Install customer provided Sierra wireless modem in the electrical compartment wired battery hot	\$	250.00
40. UNOC#??? Furnish and install one way mesh on module rear windows, matching chevron pattern on rear wall	\$	250.00
41. Front Scene: Whelen Pioneer Plus Dual Panel LED (Surface)	\$	2,000.00
42. Front Wall Light Layout: Middle 5 Lights	\$	incl
43. Front Wall Light #1: Whelen M6 Blue Light	\$	incl
44. Front Wall Light #2: Whelen M6 Red Light	\$	incl
45. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
46. Front Wall Light #4: Whelen M6 Red Light	\$	incl
47. Front Wall Light #5: Whelen M6 Blue Light	\$	incl
48. Front Wall Driver Side Box Light: Whelen M9 Red Light	\$	125.00



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49. Front Wall Passenger Box Light: Whelen M9 Red Light	\$	125.00
50. Driver Wall Front Box Light: Whelen M9 Red Light	\$	125.00
51. Driver Wall Rear Box Light: Whelen M9 Red Light	\$	125.00
52. Driver Wheel Well Light: Whelen M6 Blue Light	\$	incl
53. Scene Light Option: Whelen Pioneer Plus Dual Panel LED (Surface)	\$	2,950.00
54. O2 Compartment Style: Laydown O2 with Divider and Adjustable Shelf	\$	225.00
55. O2 Rollers for an H Cylinder	\$	incl
56. O2 Cylinder Changing Wrench	\$	75.00
57. Electrical Compartment Style: Standard Electrical Compartment	\$	incl
58. Lower Storage Style: Standard Lower Storage	\$	incl
59. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well	\$	incl
60. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
61. Rear Storage Compartment Style: Rear Storage with divider and shelf with I/O access	\$	500.00
62. Module Window Option: Sliding Window	\$	incl
63. Upper Rear Wall Light Layout: 3 Across	\$	incl
64. Upper Light #1: Whelen M6 Load Light	\$	incl
65. Upper Light #2: Whelen M6 Amber Light	\$	incl
66. Upper Light #3: Whelen M6 Load Light	\$	incl
67. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
68. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
69. Lower Light #3: Whelen M6 Red/Amber Light	\$	75.00
70. Lower Light #4: Whelen M6 Red/Amber Light	\$	75.00
71. Rear Wall Driver Box Light: Whelen M9 Red Light	\$	125.00
72. Rear Wall Passenger Box Light: Whelen M9 Red Light	\$	125.00
73. Rear Backboard: 5" Compartment Shelf	\$	225.00
74. Lower BTTs: 2 M6 Lights on each side	\$	750.00
75. Rear Bumper	\$	incl
76. Door Grabbers	\$	incl
77. License Plate Light	\$	incl
78. Passenger Wall Front Box Light: Whelen M9 Red Light	\$	125.00
79. Passenger Wall Rear Box Light: Whelen M9 Red Light	\$	125.00
80. Passenger Wheel Well Light: Whelen M6 Blue Light	\$	incl



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81. Passenger Scene Light Activated with Side Entry Door	\$	300.00
82. Interior Step Option: Double Step Well	\$	incl
83. Passenger Rear Compartment Style: Onan Genset Compartment	\$	incl
84. Door Locks on Entry Doors and Compartments	\$	2,700.00
Module Exterior Subtotal		\$ 35,225.00
Chassis Interior:		
85. Siren Speakers: Whelen SA 315 Speakers	\$	incl
86. Tap-2 on Primary Siren	\$	incl
87. Siren Option: Whelen C9 Siren in Console	\$	incl
88. Mic 1 shipped loose	\$	incl
89. Slot 1: Single Slot Switch Panel	\$	incl
90. Slot 2: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
91. Slot 3: Siren 1	\$	incl
92. Slot 4: Single Blank	\$	incl
93. Console Switch Layout : Primary - Secondary - Howler - Front Scene - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Start/Stop Genset -	\$	incl
94. New Armrest	\$	225.00
95. Console Layout: 4-Slot Console	\$	incl
96. Front Base of Console: 120VAC	\$	525.00
97. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	175.00
98. Front of Console: 12VDC wired Battery hot with Medical Diode	\$	250.00
99. Rear of Console: Single Mapholder	\$	225.00
100. Chassis Rear Wall: 3 High Glove Box Holder	\$	225.00
101. Back-up warning system with speaker installed inside the console	\$	1,000.00
102. Secure-Idle Anti-Theft System	\$	650.00
103. Aftermarket Vinyl Seats	\$	850.00
104. UNOC# 1094 - Install customer provided Digital Ally DVM 250 monitor built into rear view mirror/DVR - with a forward facing, driver facing and back-up camera	\$	1,575.00
105. UNOC# 1303 - Install customer provided Motorola APX 7500 radio base Frequency TBD radio in the electrical compartment - wired battery hot.	\$	675.00
- Antenna on module roof.		
- Radio head at the console		
- Speaker on the front of the console		
- Mic on D/S of console slot 2		



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106. UNOC#1655-Furnish and install telescoping side mount pole with motion adapter and swivel on P/S of console	\$	1,000.00
107. UNOC#??-Furnish and install Dual USB at console	\$	225.00
Chassis Interior Subtotal	\$	7,600.00
Module Interior:		
108. Protek Cushions	\$	incl
109. Grey Interior	\$	incl
110. Stainless Steel Countertops	\$	incl
111. Safety Yellow Powdercoated Grab Rails	\$	175.00
112. Front I/O with Lexan Doors	\$	incl
113. 2 High "D" Cylinder Holder in the Front I/O Facing the Rear Wall	\$	175.00
114. Duplex Outlet in the Front I/O	\$	incl
115. Map Holder on Side of Front I/O	\$	175.00
116. Duplex Outlet on the Front Wall	\$	incl
117. Medvault w/ Wifi	\$	2,850.00
118. Netting at the Front Corner Area	\$	incl
119. UNOC#1778-Install customer provided fridge in standard location w/slide lock	\$	200.00
120. Location 1: 4 Switch w/Thermostat	\$	incl
121. Location 2: Single O2 Outlet	\$	incl
122. Location 3: 12VDC wired Battery hot with Medical Diode	\$	250.00
123. Location 4: Dual USB receptacles	\$	225.00
124. Location 6: Blank	\$	incl
125. Location 7: Blank	\$	incl
126. Location 8: Quad 120 VAC	\$	incl
127. Location 9: Suction	\$	incl
128. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Blank;	\$	incl
129. Sharps Container at Action Wall	\$	incl
130. Acrylic Holder at the Action Wall Cabinet	\$	incl
131. Acrylic Holder Aft CPR Seat	\$	incl
132. Rear Door Switch Layout : Acknowledge; Blank; Dump/Bypass (Suspension); Rear Load;	\$	incl
133. UNOC #520 - Furnish and install (2) Perko clips on bottom right corner of AC vent plate	\$	100.00
134. UNOC#726- Furnish and install 12" grab bar/IV pump bar on bottom surface of	\$	225.00



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action wall cabinet as far towards rear of unit and as close to the aisle as possible	
135. Head knocker options: With Clock only	\$ 475.00
136. Acrylic Holder and Sharps at Squad Bench	\$ 825.00
137. Two Seating Positions at the Squad Bench - 2 and 3	\$ incl
138. Harness Type for Seat Position 2: No Harness	\$ incl
139. Harness Type for Seat Position 3: No Harness	\$ incl
140. Double Squad Bench Cabinet	\$ 650.00
141. New Glove Box & Handrail at the Head of the Squad Bench	\$ 275.00
142. Trashcan With Lid at the Head of the Squad Bench	\$ incl
143. O2 Outlet at the Squad Bench Wall	\$ incl
144. *NOTE* install same acrylic holder at squad bench as SA	\$ incl
145. Install Evergreen UV-C air and surface disinfection lamp in ceiling raceway with control unit in electrical compartment	\$ 4,750.00
146. IV Hanger on Ceiling Raceway	\$ incl
147. Overhead Grabrails on Both Sides	\$ 225.00
148. IV Hanger on Squad Bench Ceiling	\$ incl
149. Floor Options: Customer Provided Stryker Power-LOAD	\$ 1,750.00
150. Stryker cot tower only (no antler and bar)	\$ incl
151. Loncoin II Onyx Floor	\$ incl
152. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$ 750.00
153. Customer Provided Items Processing Fee	\$ 600.00
<hr/>	
Module Interior Subtotal	\$ 14,675.00

All new Frazer EMS Vehicles come standard with the following features:

- 120V generator-powered electrical system independent of the chassis electrical
- 120V self-contained module heater & proprietary best-in-class air conditioner
- Easily accessible electrical compartment located on exterior of vehicle
- All aluminum module construction - No wood products!
- Shear-plate method of attachment securing the module to the chassis
- All aluminum powder-coated 12" deep interior cabinetry
- Seamless cushions
- All LED emergency warning and scene lighting
- All LED interior ceiling lights



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120VAC outlets conveniently located throughout unit

Three oxygen outlets

Action area with hinged service access panel to back of oxygen outlets and switches

April 7, 2021

Sterling McCall Ford
6445 Southwest Freeway
Houston, TX 77074

Re: Official Notice of Intent:

To Whom It May Concern:

This letter shall serve as Official Notice of Intent to purchase one (1) Frazer Type I 12'4" Generator Powered Module mounted on a 2022 Ford F-450 Diesel chassis for the City of Schertz EMS.

The total cost of the module including chassis is \$236,225.00 based on quote Q2414-1.

This LOI is contingent upon final approval of the FY 2022 budget by the City Council of Schertz, TX.

Respectfully,

Mark Browne

CITY COUNCIL MEMORANDUM

City Council Meeting: April 13, 2021

Department: Planning & Community Development

Subject: Ordinance No. 21-S-12 - Consideration and/or action on a request for a Specific Use Permit to allow Mini-Warehouse / Public Storage on approximately 25 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, 164035, 67453, City of Schertz, Guadalupe County, Texas. (B. James/L. Wood/E. Delgado) *Final Reading*

BACKGROUND

The applicant is requesting approval of a Specific Use Permit for approximately 25 acres in order to allow the land use Mini-Warehouse / Public Storage by right. The property is currently developed as the Lockaway Storage mini-warehouse / public storage business located at the intersection of FM 3009 and FM 78.

In conjunction with the Specific Use Permit request, the applicant has also submitted a zone change request to rezone the 25 acres to General Business II District (GB-2). The requested zoning along with the Specific Use Permit, if approved would allow the Mini-Warehouse / Public Storage land use by right, and the site would no longer be considered non-conforming.

As shown on the Specific Use Permit exhibit the property is shown as three tracts.

- Tract 1, immediately adjacent to FM 3009 is 7.04 acres is currently zoned General Business District (GB) and is developed as mini-warehouse / public storage, which is a non-conforming land use.
- Tract 2, immediately behind tract 1, is 7.55 acres is currently zoned General Business II District (GB-2) and developed as mini-warehouse / public storage and specifically is utilized for RV storage. This portion's zoning was changed by Ordinance 13-S-47 in 2013 to the current General Business II District (GB-2). In addition to the zoning in 2013, a Specific Use Permit (Ord. No. 13-S-48) was also approved for this portion to allow RV Storage and Mini-Warehouse / Public Storage. However, this Specific Use Permit had a conditional five-year expiration, and has since expired. Due to the expiration the current land use is considered non-conforming.
- Tract 3, immediately behind tract 2 and at the rear of the property, is 10.14 acres is currently zoned General Business District (GB) and is undeveloped. The applicant desires to use this property as an expansion of the mini-warehouse / public storage land use.

In order to complete the desired expansion on the back portion of the property, the requested zone change to General Business II District (GB-2) and the requested Specific Use Permit to allow Mini-Warehouse / Public Storage would be required.

Nineteen (19) public hearing notices were mailed to surrounding property owners on February 24, 2021. At the time of this report, staff has received one response neutral to the request and no responses in favor or opposed to the request. A public hearing notice was published in the "San Antonio Express" on March 17, 2021.

A public hearing was held at the March 10, 2021 Planning and Zoning Commission meeting in which no residents spoke.

GOAL

To allow the Mini-Warehouse / Public Storage land use by right on approximately 25 acres of land.

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

IMPACT ON EXISTING ADJACENT DEVELOPMENT:

The subject property is currently developed as a mini-warehouse / public storage business, Lockaway Storage and is proposed to be expanded to the rear of the existing business. The subject property is adjacent to undeveloped land, a previous landfill, right of way, railroad and a small portion of single-family residential / agricultural property.

The Future Land Use Plan through the Comprehensive Land Use Plan designates the subject property for Parks and Open Space which is defined in the Comprehensive Land Plan as areas of public parks, outdoor recreation areas, golf courses, undeveloped reserves/greenways, and floodways. Although the requested Specific Use Permit and Zone Change request to General Business II District (GB-2) is not consistent with the current designation on the Comprehensive Land Use Plan, it is consistent with the existing business and the proposed business expansion and should have a minimal impact to the surrounding properties and public infrastructure.

The Specific Use Permit request for the approximately 25 acres if approved in conjunction with the zone change request would allow the existing business to complete a desired expansion at the rear of their property. Additionally, the requested would bring the entire property, including the existing businesses into a legal land use status, rather than the current non-conforming status that currently exists.

CONCEPTUAL SITE PLAN:

In conjunction with the requested Specific Use Permit, the subject property has gone through the Site Plan Certification process to ensure the proposed mini-warehouse / public storage expansion would be in compliance with all other Unified Development Code regulations. The site plan certification exhibits have been reviewed by the Planning Division, Public Works Department, Engineering Department, and the Fire Department with no objections to the proposed expansion.

The proposed expansion includes two new buildings for a total of 81,079 square feet of climate controlled office and indoor mini-warehouse / public storage and additional outdoor public storage area designed for additional RV storage on site.

- Architectural Standards: The two proposed buildings comply with all architectural feature requirements (i.e. horizontal and vertical articulations) defined in Schertz Unified Development Code (UDC) Sec. 21.9.5 Exterior Construction and Design Standards.
- Parking: The proposed parking areas meet all current regulations within UDC Article 10 Parking Standards. The subject property expansion will provide twenty-eight (28) parking spaces sized at 10' wide by 20' in length. The 28 spaces was determined based on the proposed office / storage breakdown of the proposed two new buildings and the storage area based on the UDC regulations for mini-warehouse / public storage, which requires 1 space for each 300 square feet of office floor area, plus 1 space for each 3,000 square feet of storage area.
- Screening requirements: The site has satisfied the minimum screening requirements for the location. The trash receptacle will be constructed of a masonry material with metal gates that meet the minimum requirements.
- Lighting and glare standards: The applicant will be responsible for complying with UDC Sec.21.9.11 Lighting and Glare Standards through the building permit process.

- **Landscaping:** The proposed site plan meets all requirements outlined in UDC Sec. 21.9.7 Landscaping. The site plan certification exhibit reviewed, provides 28.9% as landscaped. Additionally, there is a total of 65 trees provided (54 new and 11 existing) and preservation of all protected trees on site. The site complies with all required parking lot landscaping, by planting one tree every twelve (12) parking spaces and at the terminus of all rows of parking and vehicular use screening by utilizing a combination of shrubs and fencing. Most notable is the line of proposed trees and shrubs proposed along the Union Pacific right-of-way which will provide an aesthetically pleasing buffer and screening for the proposed outdoor storage. Additionally, noteworthy is that all proposed trees to be planed on site, a total of 54 trees are proposed to be 3 inches in caliper, which exceeds the minimum 2.5 inches in caliper required. Since, the expansion is isolated to the rear of the property, no landscaping improvements to the existing developed site are proposed.
- **Access and circulation:** The site will be provided access through the existing entrance onto FM 3009, currently utilized for the Lockaway Storage business. The associated Site Plan and submitted Traffic Impact Analysis has been reviewed and approved by the City of Schertz Engineering Department. Additionally, since the subject property is adjacent to FM 3009, Texas Department of Transportation (TxDOT) has reviewed the proposed project and has provided a statement of no objection since the existing access is to remain the same. The proposed expansion at the rear of the 25 acres will have internal traffic flow through a designated 24' / 25' drive that is also the designated fire lane for the site.

FISCAL IMPACT

None.

RECOMMENDATION

The proposed Specific Use Permit and associated Site Plan Certification Exhibit were reviewed and evaluated by the Engineering Department, Public Works Department, Fire Department, and Planning Division with no objections. The majority of the property currently exists as an operational mini-warehouse / public storage business. Per the Google Earth imagery available the mini-warehouse / public use land use has existed on this property since at least 2002. However, the County records indicate the buildings were constructed in 1995. The proposed expansion at the rear of the property should have a minimal impact on the adjacent land uses. By requesting the specific use permit for the entire 25 acres, minimal impact on the adjacent land uses. By requesting the specific use permit for the entire 25 acres, rather than just the back 10.14 acres which will encompass the proposed expansion, will bring the entire property into conformance and remove the non-conforming land use status that is currently on the property.

This item was heard at the March 10, 2021 Planning and Zoning Commission meeting, in which the Commission provided a unanimous recommendation of approval of the Specific Use Permit request to allow mini-warehouse / public storage by right.

Staff is recommending approval of the Specific Use Permit to allow the approximately 25 acres to be a mini-warehouse / public storage with the following conditions:

- a) A building permit is approved within one year of the adoption of the SUP ordinance; and
- b) The use beings operation within two years of the issuance of the necessary building permit(s).

Attachments

Ord. No. 21-S-12

Exhibit A

Exhibit B

Proposed Conceptual Site Plan Exhibit

Aerial Map

Public Hearing Notice Map

Public Hearing Notice Responses

ORDINANCE NO. 21-S-12

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW FOR MINI-WAREHOUSE / PUBLIC STORAGE ON APPROXIMATELY 25 ACRES OF LAND GENERALLY LOCATED NORTH-EAST OF THE INTERSECTION OF FM 3009 AND FM 78, ALSO KNOWN AS 200 FM 3009, ALSO KNOWN AS GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBERS 153960, 164035, 67453, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application for Specific Use Permit to allow a *Mini-Warehouse / Public Storage* land use on approximately 25 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, more particularly described in Exhibit A attached hereto and incorporated herein by reference, (hereinafter, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.5.11.E. provides for certain conditions 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 specific use permit (the “Conditions”); and

WHEREAS, on March 10, 2021, the Planning and Zoning Commission conducted a public hearing and, after considering the Conditions, hereby makes a recommendation of approval of a Specific Use Permit for a *Mini-Warehouse / Public Storage* land use; and

WHEREAS, on April 6, 2021, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested Specific Use Permit be approved as provided for herein.

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

Section 1. A Specific Use Permit for 200 FM 3009, more particularly described in the attached Exhibit A, is hereby approved to allow a *Mini-Warehouse / Public Storage* land use conditioned upon the following occurring:

- a) A building permit is approved within one year of the adoption of this ordinance; and
- b) The use begins operation within two years of the issuance of the necessary building permit(s).

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

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

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

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

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

Section 7. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 8. 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.

Approved on first reading the 6th day of April, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 13th day of April, 2021.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)

**METES & BOUNDS
DESCRIPTION
OF A
24.737 ACRES OF LAND
SANDERS SUBDIVISION**

BEING 24.737 ACRES OF LAND, MORE OR LESS, OUT OF THE G. MALPAZ SURVEY NO. 67, ABSTRACT 221, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS BEING 7.043 ACRES OUT OF LOT 2R, BLOCK 1, OF THE SANDERS SUBDIVISION AS RECORDED IN VOLUME 7, PAGE 166 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS AND 17.694 ACRES OUT OF A 32.881 ACRE TRACT DESCRIBED IN VOLUME 876 PAGE 437 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found $\frac{1}{2}$ " iron pin being the southwest corner of this tract herein described in the east right-of-way of F.M. 3009 (ROW 100') recorded in Volume 399, Page 463 of the Official Public Records of Guadalupe County, Texas and north right-of-way of the Union Pacific Railroad recorded in Volume N, Page 704 of the Official Public Records of Guadalupe County, Texas;

THENCE along and with the east right-of-way of said F.M. 3009 N30°26'54"W, a distance of 447.21 feet to a set $\frac{1}{2}$ " iron pin with cap stamped "DMC 3403" being the northwest corner of this tract herein described;

THENCE N62°03'18"E into said 32.881 acre tract, a distance of 41.48 feet to a set $\frac{1}{2}$ " iron pin with cap stamped "DMC 3403" for a point of curvature to the right;

THENCE 101.32 feet continuing across said 32.881 acre tract along the arc of said curve to the right, having a radius of 129.00 feet a central angle of 45°00'00", whose chord bears N84°33'18"E, a distance of 98.73 feet to a set $\frac{1}{2}$ " iron pin with cap stamped "DMC 3403";

THENCE S72°56'42"E continuing across said 32.881 acre tract, a distance of 13.99 feet to a set $\frac{1}{2}$ " iron pin with cap stamped "DMC 3403" for a point of curvature to the left;

THENCE 83.15 feet continuing across said 32.881 acre tract along the arc of said curve to the left, having a radius of 180.00 feet a central angle of 26°28'06", whose chord bears S86°10'45"E, a distance of 82.42 feet to a set $\frac{1}{2}$ " iron pin with cap stamped "DMC 3403";

THENCE N80°35'12"E continuing across said 32.881 acre tract, a distance of 555.86 feet to a set $\frac{1}{2}$ " iron pin with cap stamped "DMC 3403" for an angle point;

Sheet 1 of 2

THENCE N84°13'17"E continuing across said 32.881 acre tract, a distance of 709.17 feet to a set ½" iron pin with cap stamped "DMC 3403" for an angle point;

THENCE N05°46'43"W continuing across said 32.881 acre tract, a distance of 344.63 feet to a set ½" iron pin with cap stamped "DMC 3403" on the southern line of a 61.222 acre tract described in deed No. 2017-023900 of the Official Public Records of Guadalupe County, Texas for an angle point;

THENCE S86°29'21"E along the common line of said 61.222 acre tract and the tract herein described, a distance of 131.91 feet to a set ½" iron pin with cap stamped "DMC 3403" for the northwest corner of a 2.705 acre tract described in Volume 1881, Page 512 of the Official Public Records of Guadalupe County, Texas;

THENCE S07°51'26"W along the common line of said 2.705 acre tract and the tract herein described, a distance of 38.49 feet to a set ½" iron pin with cap stamped "DMC 3403" for an interior corner of this tract herein described;

THENCE S86°56'45"E continuing along said common line, a distance of 221.47 feet to a set ½" iron pin with cap stamped "DMC 3403" for an angle point;

THENCE S57°31'42"E continuing along said common line, a distance of 287.76 feet to a set ½" iron pin with cap stamped "DMC 3403" for an angle point;

THENCE S24°15'37"E continuing along said common line, a distance of 254.79 feet to a set ½" iron pin with cap stamped "DMC 3403" for an interior corner of this tract herein described;

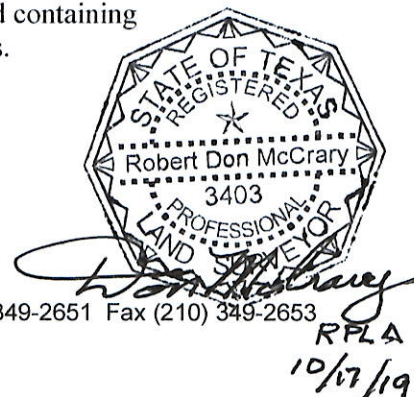
THENCE N61°29'01"E continuing along said common line, a distance of 252.42 feet to a set ½" iron pin with cap stamped "DMC 3403" on the southwestern line of a 28.167 acre tract described in Volume 1816, Page 660 of the Official Public Records of Guadalupe County, Texas for an angle point;

THENCE S31°40'57"E along the common line of said 28.167 acre tract and the tract herein described, a distance of 384.89 feet to a set ½" iron pin with cap stamped "DMC 3403" on the aforementioned Union Pacific Railroad right-of-way for the southeast corner of this tract herein described;

THENCE S84°13'17"W along said Union Pacific Railroad right-of-way (ROW 100') and the southern line of the tract herein described, a distance of 401.85 feet a found ½" iron pin with cap stamped "DMC 3403", and passing at a distance of 1199.62 feet a found ½" iron pin with cap stamped "BLS 2024", and passing at a distance of 385.00 feet a found ½" iron pin for a total distance of 1986.47 feet to a point of curvature to the left;

THENCE 370.45 feet continuing along said Union Pacific Railroad right-of-way along the arc of said curve to the left, having a radius of 3816.77 feet, a central angle of 05°33'40", whose chord bears S80°58'50"W, a distance of 370.30 feet to the POINT OF BEGINNING and containing 24.737 acres of land more or less in the City of Schertz, Guadalupe County, Texas.

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Sheet 2 of 2



NOTES

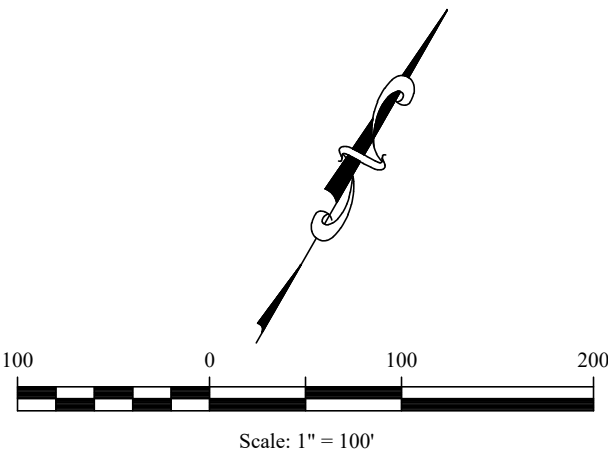
1. THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

2. ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 240 & 220, DATED November 2, 2007, IS LOCATED IN ZONES AE & X AND IS WITHIN THE 100-YEAR FLOODPLAIN.

	ACREAGE	EXISTING ZONING	PROPOSED ZONING
TRACT 1	7.04	GB	GB2 (SUP)
TRACT 2	7.55	GB2	GB2 (SUP)
TRACT 3	10.14	GB	GB2 (SUP)
ALL COMBINED	24.737	-	GB2 (SUP)

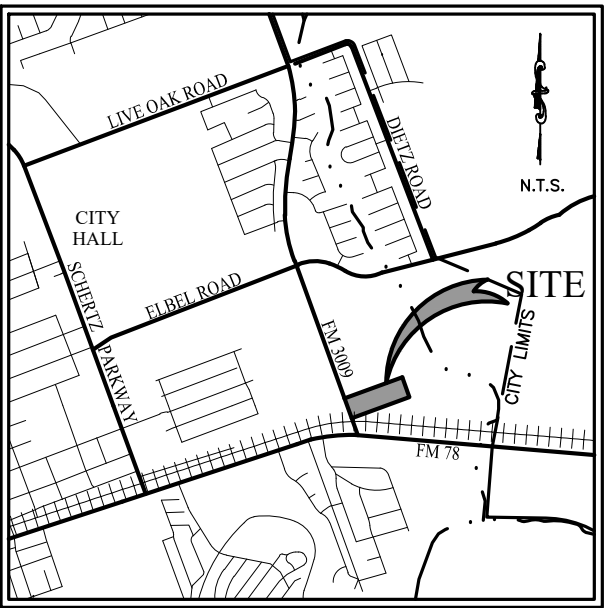
Curve Table						
Curve #	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
C1	101.32'	129.00'	53.43'	45°00'00"	98.73'	N84°33'18"E
C2	83.15'	180.00'	42.33'	26°28'06"	82.42'	S86°10'45"E
C3	370.45'	3816.77'	185.37'	5°33'40"	370.30'	S80°58'50"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	41.48'	N62°03'18"E
L2	13.99'	S72°56'42"E
L3	131.91'	S86°29'21"E
L4	38.49'	S75°1'26"W
L5	221.47'	S86°56'45"E
L6	172.06'	S5°46'43"E
L7	139.31'	S5°46'43"E
L8	97.77'	S47°57'28"E
L9	41.96'	S5°46'43"E
L10	49.00'	N84°13'17"E

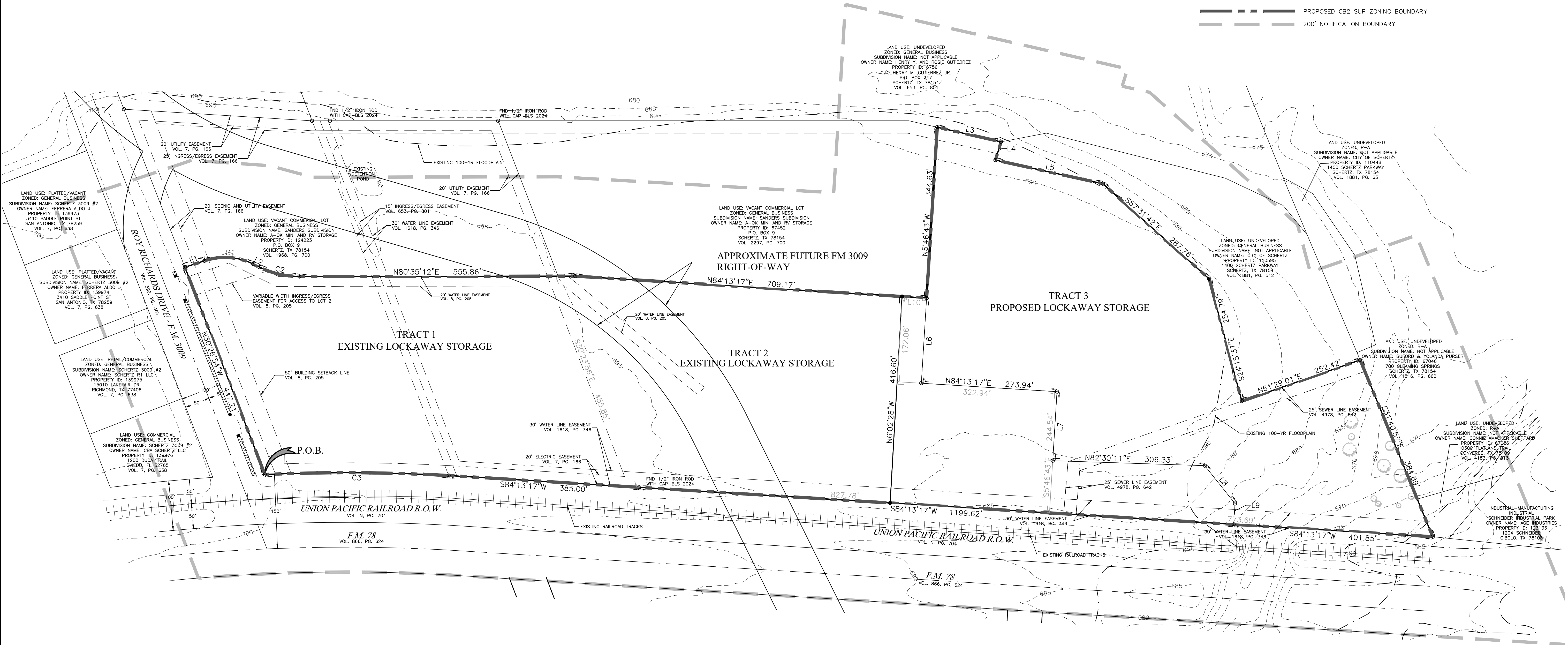


LEGEND

- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING RAILROAD TRACKS
- EXISTING EASEMENT
- FOUND 1/2" IRON ROD
- SET IRON ROD WITH YELLOW CAP
- PROPOSED GB2 SUP ZONING BOUNDARY
- 200' NOTIFICATION BOUNDARY



LOCATION MAP
N.T.S.



LOCKAWAY STORAGE
200 ROY RICHARDS DRIVE
SPECIFIC USE PERMIT EXHIBIT

BEING 24.737 ACRES OF LAND, MORE OR LESS, OUT OF THE G. MALPAZ SURVEY NO. 67, ABSTRACT 221, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS BEING COMPRISED OF 9.09 ACRES AS DESCRIBED IN DOCUMENT NUMBER 2016006534 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS OUT OF LOT 2R, BLOCK 1 OF THE SANDERS SUBDIVISION AS RECORDED IN VOLUME 7, PAGE 166 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS AND LOT 1 BLOCK 1 OF THE SANDERS SUBDIVISION REPLAT AS RECORDED IN VOLUME 8, PAGE 205 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS OUT OF A 32.881 ACRE TRACT DESCRIBED IN VOLUME 876 PAGE 437 OF THE OFFICIAL RECORDS OF GUADALUPE COUNTY, TEXAS.

RECORD OWNERS/DEVELOPERS:

ENGINEERS & SURVEYORS
323 BRESPOORT
SAN ANTONIO, TEXAS 78216-2602
(210)349-2651

3621 WHITESTONE BLVD, LLC
A TEXAS LIMITED LIABILITY COMPANY
2055 3rd AVENUE SUITE 200
SAN DIEGO, CA 92101
949-275-1955

LOCK AWAY 200 ROY RICHARD DRIVE, LLC
A TEXAS LIMITED LIABILITY COMPANY
2055 3rd AVENUE SUITE 200
SAN DIEGO, CA 92101
949-275-1955



NOTES

1. THE SUBJECT PROPERTY IS CURRENTLY ZONED GB AND IS 24.74 ACRES.
2. ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 240 & 220, DATED November 2, 2007, IS LOCATED IN ZONE(S) AE & X AND IS WITHIN THE 100-YEAR FLOODPLAIN.
3. ELEVATION CERTIFICATES WILL NEED TO BE PROVIDED FOR STORAGE FACILITY BUILDINGS ONCE BUILT TO SHOW THE FINISHED FLOOR ELEVATION IS AT LEAST 1' ABOVE BASE FLOOD ELEVATION (BFE).

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord	Chord Bearing
C1	101.32'	129.00'	45°00'00"	53.43'	98.73'	N84°33'18"E
C2	83.15'	180.00'	26°28'06"	42.33'	82.42'	S86°10'45"E
C3	370.45'	3816.77'	5°33'40"	185.37'	370.30'	S80°58'50"W

Line Table		
Line #	Length	Direction
L1	41.48'	N62°03'18"E
L2	13.99'	S72°56'42"E
L3	131.91'	S86°29'21"E
L4	38.49'	S75°1'26"W
L5	221.47'	S86°56'45"E
L6	172.06'	S5°46'43"E
L7	273.94'	N84°13'17"E
L8	139.31'	S5°46'43"E
L9	306.33'	N82°30'11"E
L10	97.77'	S47°57'28"E
L11	41.96'	S5°46'43"E

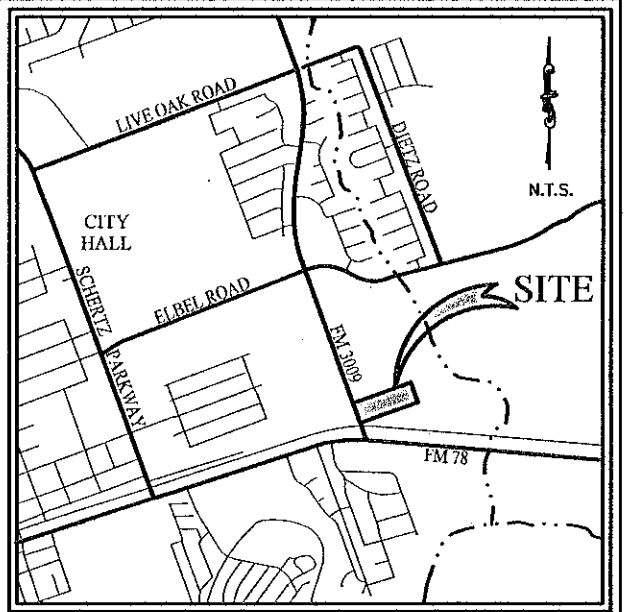
SITE DATA SUMMARY TABLE

ZONING: GB (CURRENTLY) - GB2 (PROPOSED)
 PROPOSED USE: MINI STORAGE
 LOT AREA: 1,077,551 S.F. (24.737 AC.)
 SQUARE FOOTAGE IMPERVIOUS COVER: 852,814 S.F.
 IMPERVIOUS COVER PERCENTAGE: 79.1%
 BUILDING AREA (GROSS SQUARE FOOTAGE): 81,079 S.F.
 TOTAL STORAGE AREA: 80,764 S.F.
 OFFICE AREA: 315 S.F.
 BUILDING HEIGHT FEET: 15.17'
 NUMBER OF STORIES: 1
 FLOOR AREA RATIO: 1:6.67
 TOTAL PARKING* (REQUIRED/PROVIDED): 28/28
 HANDICAP SPACES (REQUIRED/PROVIDED): 2/2

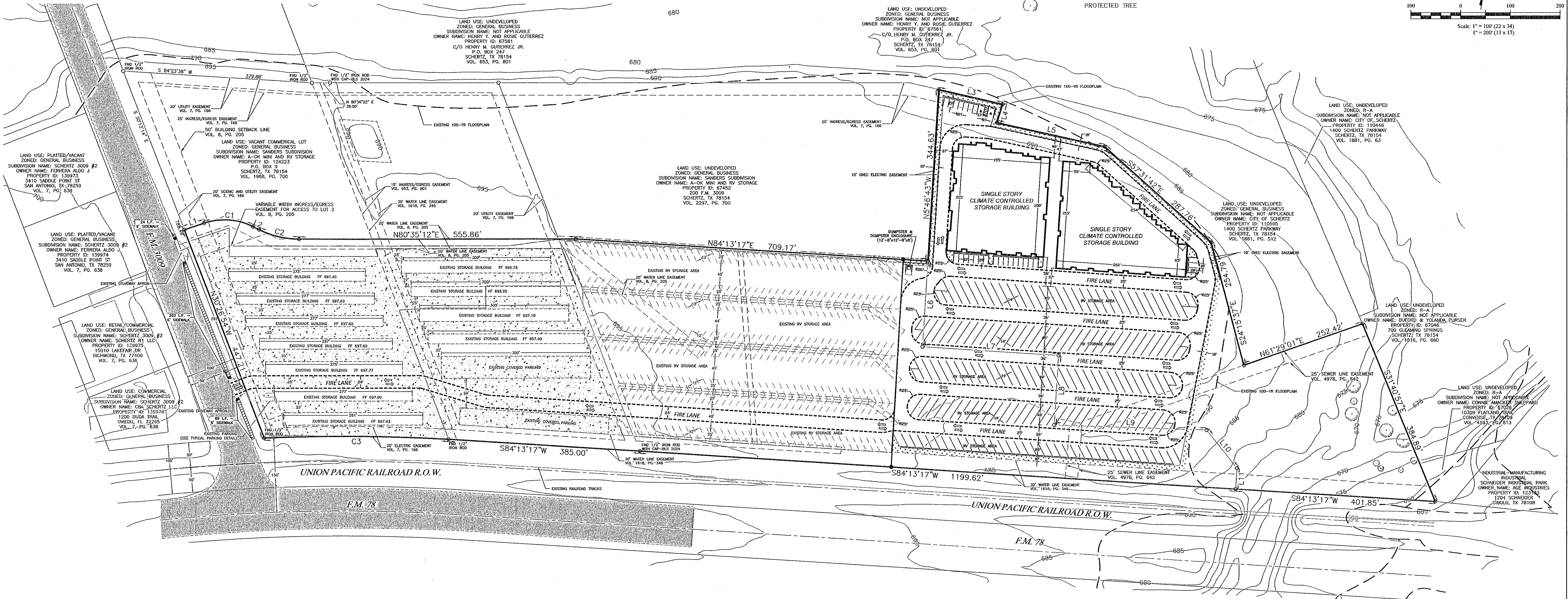
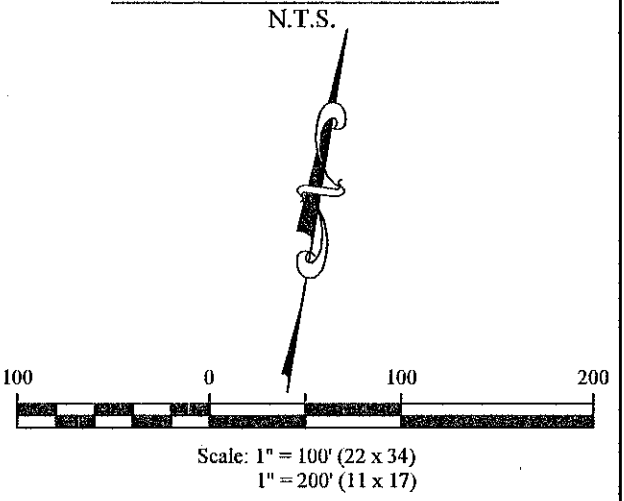
*PARKING CALCULATIONS:
 1 SPACE/3000 SF OF STORAGE AREA = 27
 1 SPACE/300 SF OF OFFICE FLOOR AREA = 1

LEGEND

- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING BUILDING
- EXISTING WATER LINE
- EXISTING PARKING STRIPE
- EXISTING RAILROAD TRACKS
- EXISTING EASEMENT
- FOUND 1/2" IRON ROD
- SET IRON ROD WITH YELLOW CAP
- BUILDING
- WATER LINE
- WATER LINE EASEMENT
- GVEC ELECTRIC EASEMENT
- FIRE LANE
- PROPOSED CHAIN LINK FENCE
- PARKING STRIPE
- EDGE OF CONCRETE
- LANDSCAPE AREA
- PROTECTED TREE



LOCATION MAP



LOCKAWAY STORAGE 200 ROY RICHARDS DRIVE SITE PLAN EXHIBIT

BEING 24.737 ACRES OF LAND, MORE OR LESS, OUT OF THE G. MALPAZ SURVEY NO. 67, ABSTRACT 221, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS BEING COMPRISED OF 9.09 ACRES AS DESCRIBED IN DOCUMENT NUMBER 201606534 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS OUT OF LOT 2R, BLOCK 1, OF THE SANDERS SUBDIVISION AS RECORDED IN VOLUME 7, PAGE 166 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS AND LOT 1 BLOCK 1 OF THE SANDERS SUBDIVISION REPLAT AS RECORDED IN VOLUME 8, PAGE 205 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS OUT OF A 32.881 ACRE TRACT DESCRIBED IN VOLUME 876 PAGE 437 OF THE OFFICIAL RECORDS OF GUADALUPE COUNTY, TEXAS.

RECORD OWNERS/DEVELOPERS:

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 2055 3rd AVENUE, SUITE 200
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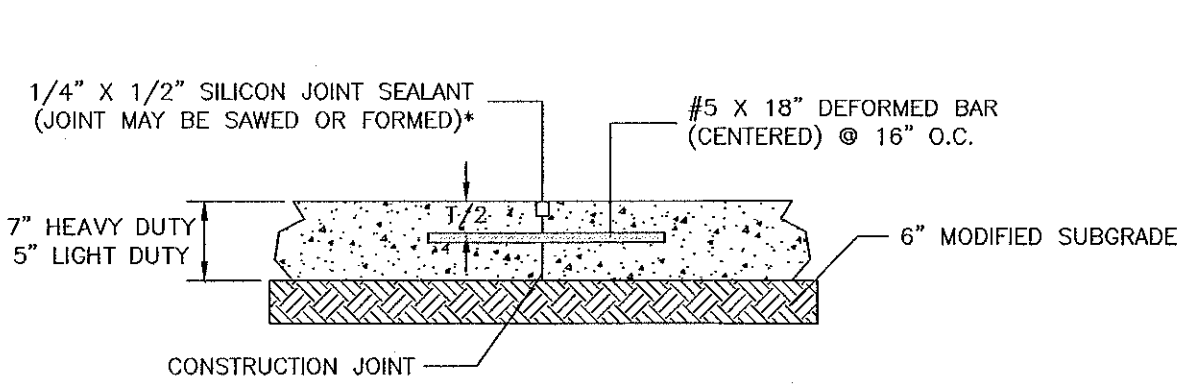
LOCK AWAY 200 ROY RICHARD DRIVE, LLC
 A TEXAS LIMITED LIABILITY COMPANY
 2055 3rd AVENUE, SUITE 200
 SAN DIEGO, CA 92101
 949-275-1955



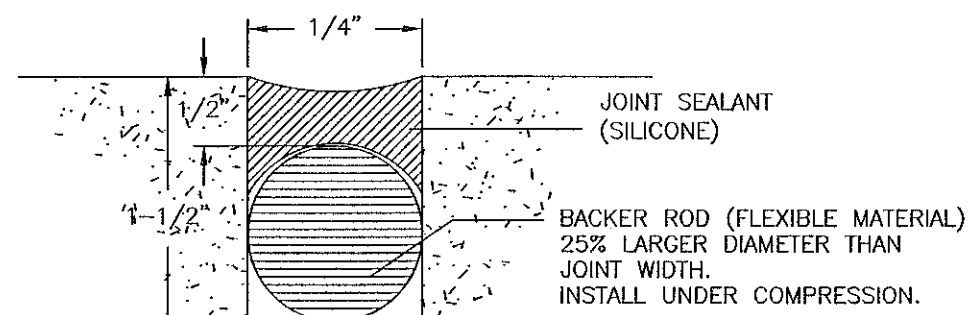
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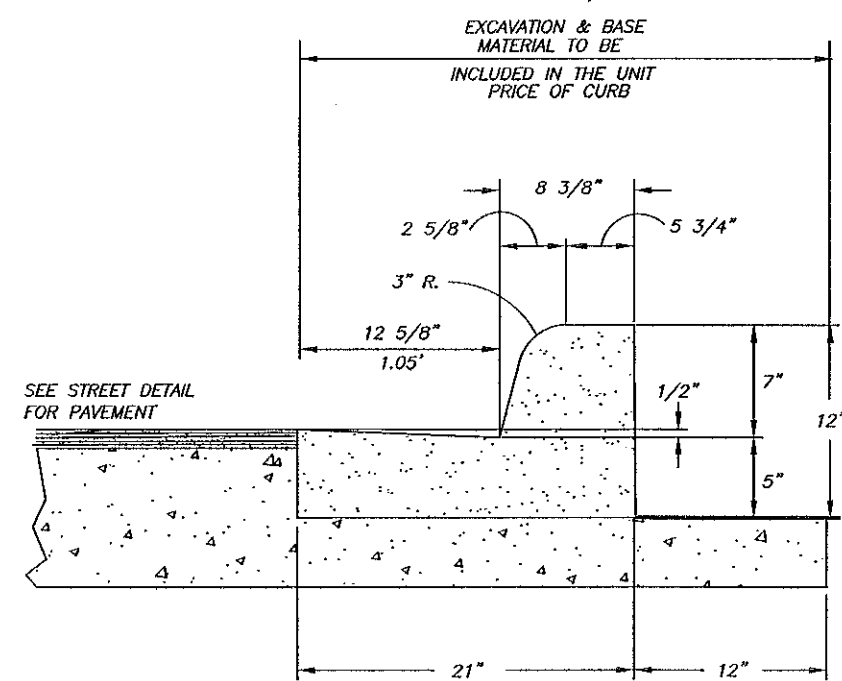
Robert Don McCraky
 PE 1/4/1/21



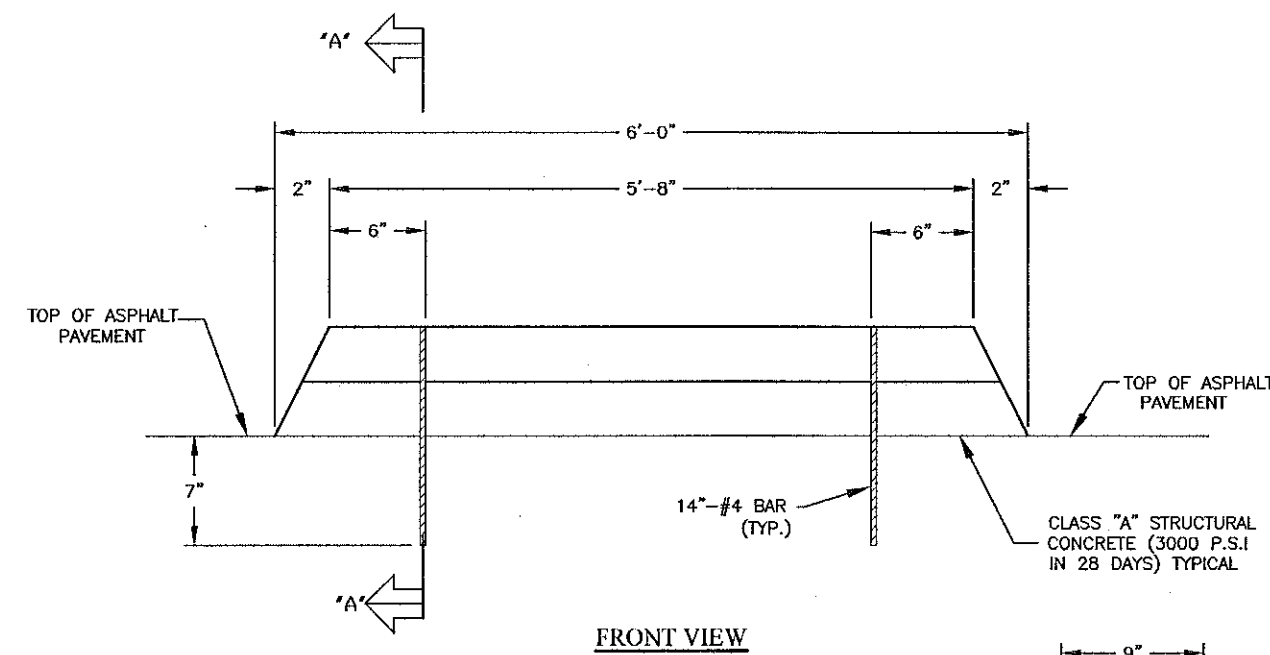
RESTRAINED JOINT
CONSTRUCTION JOINT
N.T.S.



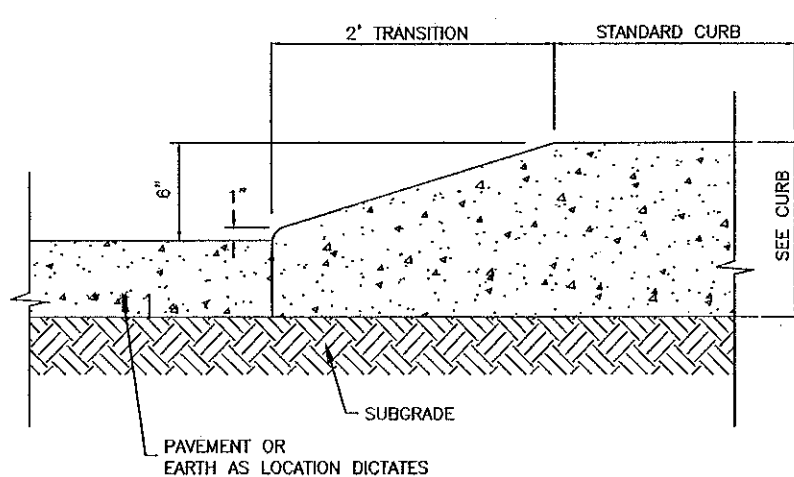
JOINT SEAL DETAIL
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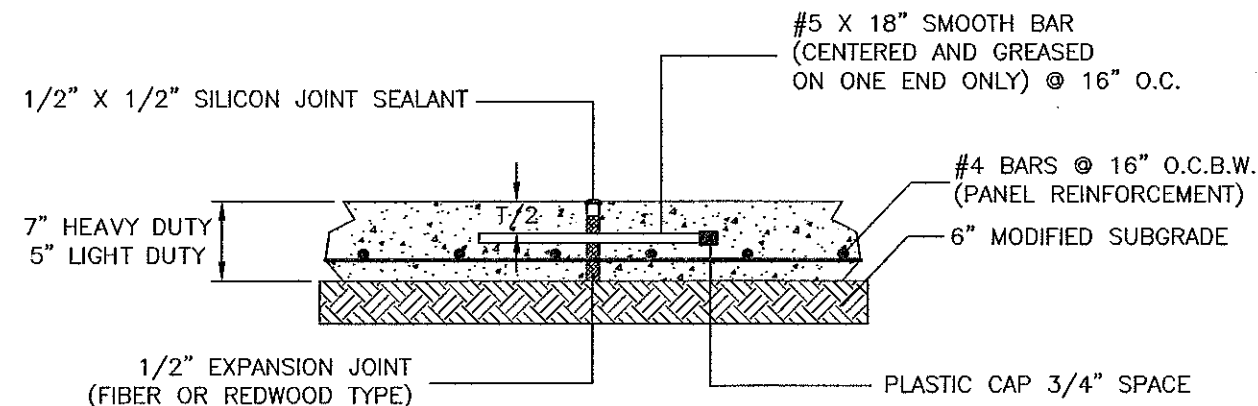
CONCRETE CURB
N.T.S.



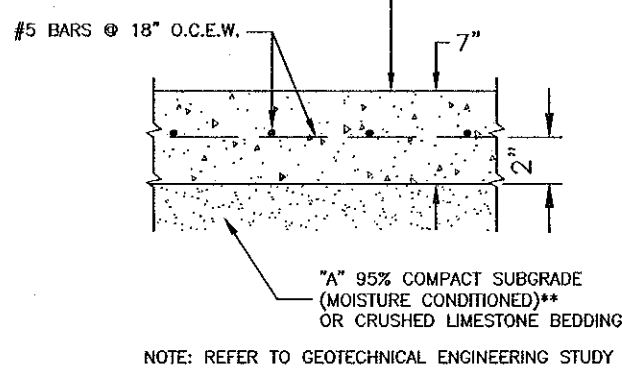
WHEEL STOP DETAIL
N.T.S.



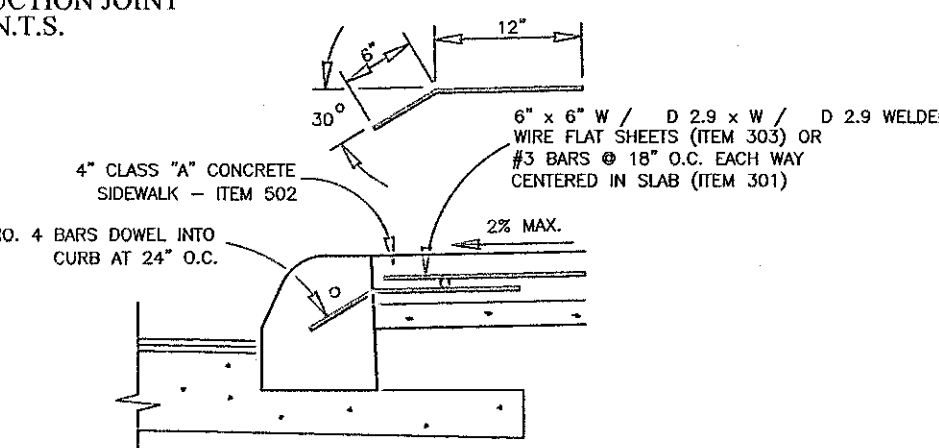
CURB TRANSITION DETAIL
N.T.S.



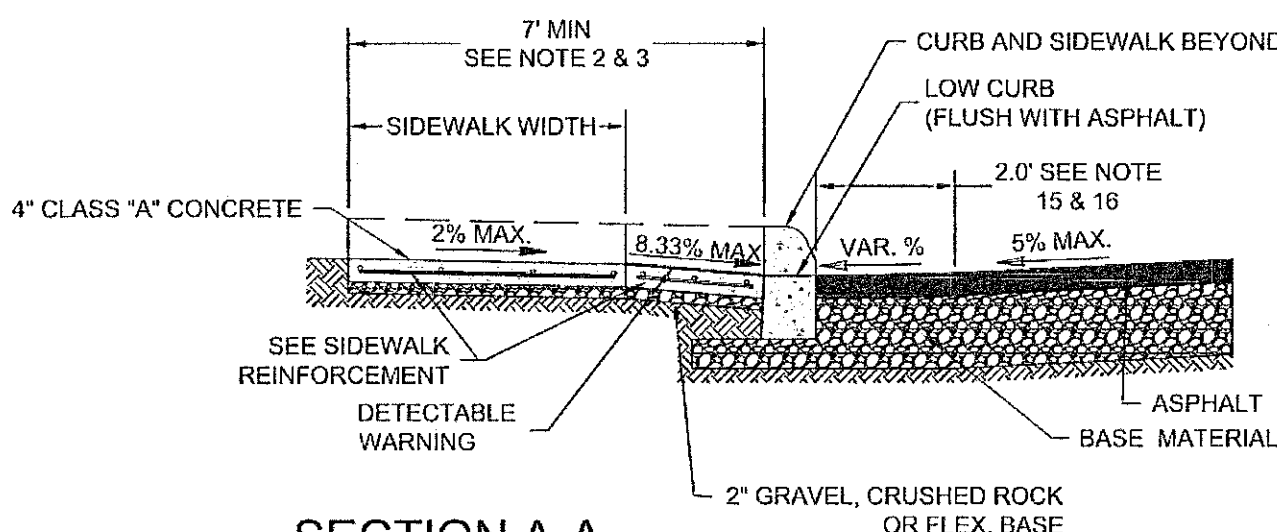
EXPANSION/CONTRACTION JOINT
CONSTRUCTION JOINT
N.T.S.



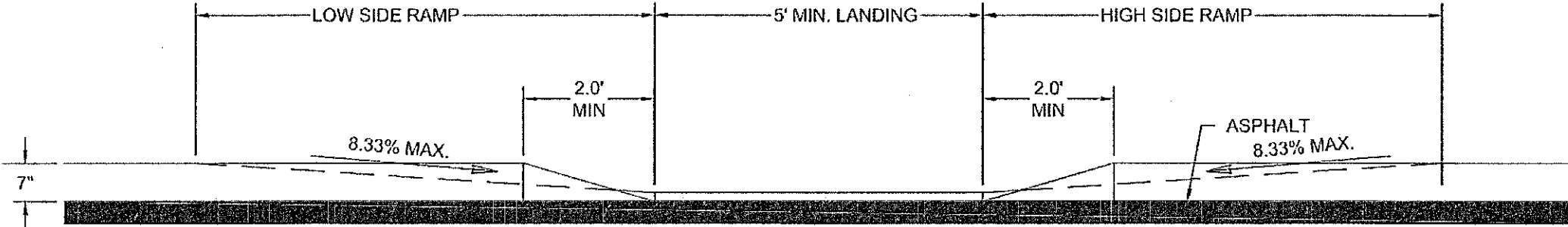
CONCRETE PAVEMENT SECTION AND DUMPSTER PAD
N.T.S.



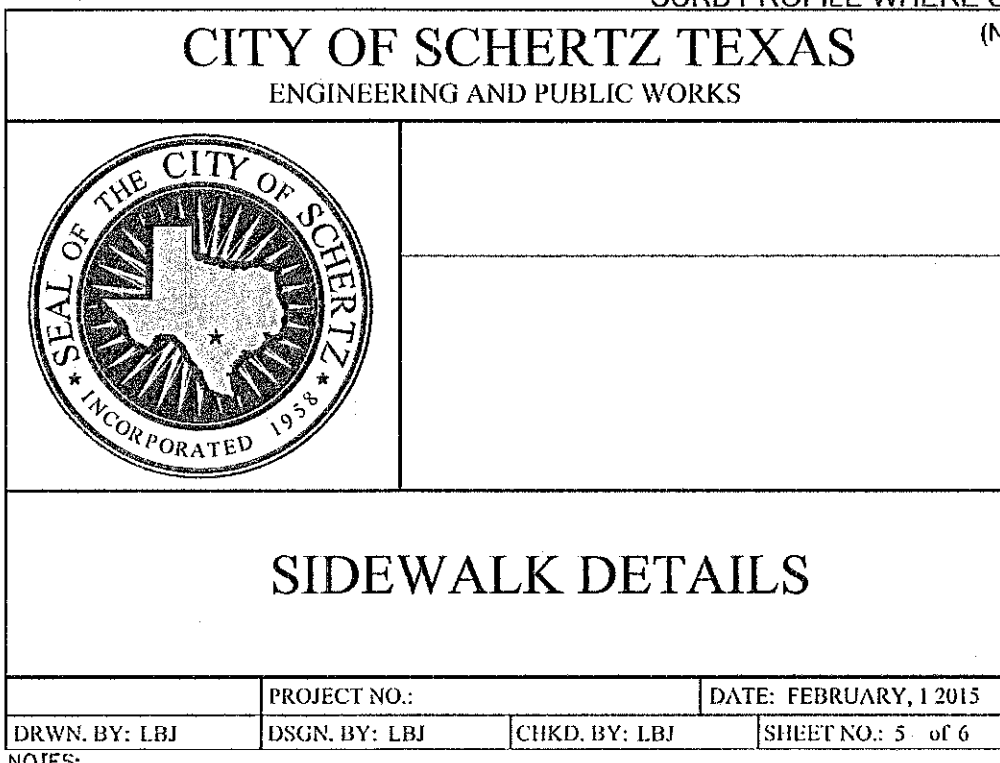
CONCRETE SIDEWALK ABUTTING CURB SECTION
N.T.S.



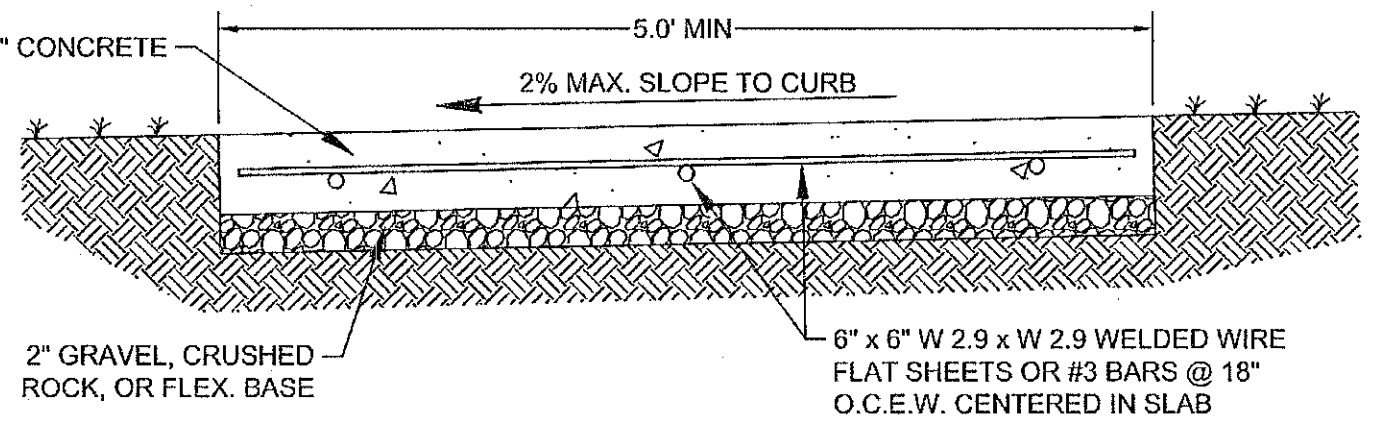
SECTION A-A
SIDEWALK SEPARATED FROM CURB
(NOT TO SCALE)



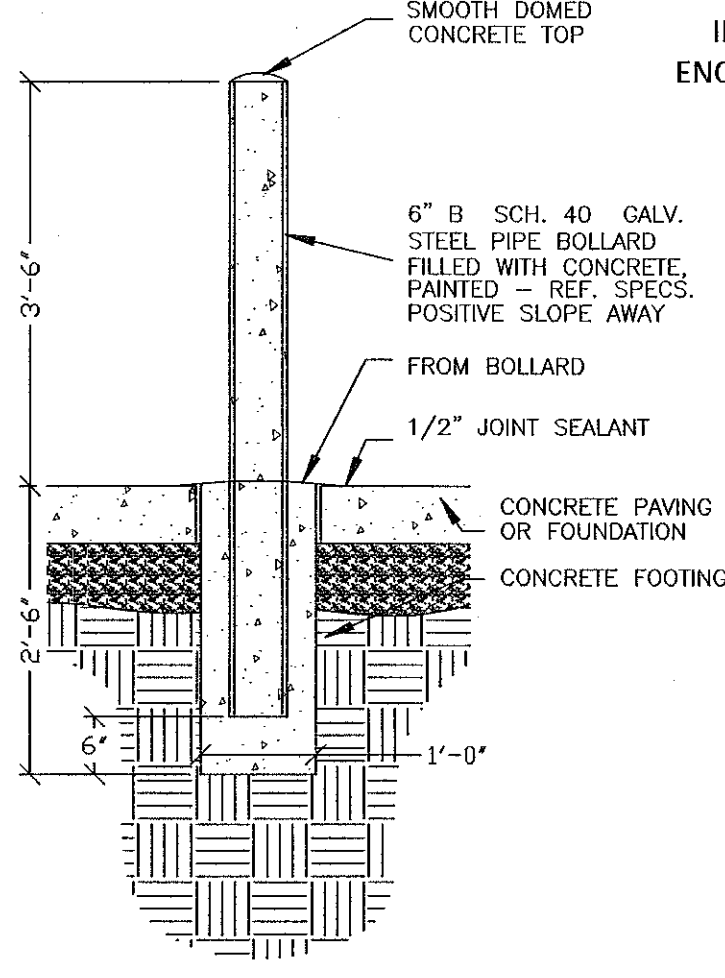
SECTION B-B
CURB PROFILE WHERE SIDEWALK SEPARATED FROM CURB
(NOT TO SCALE)



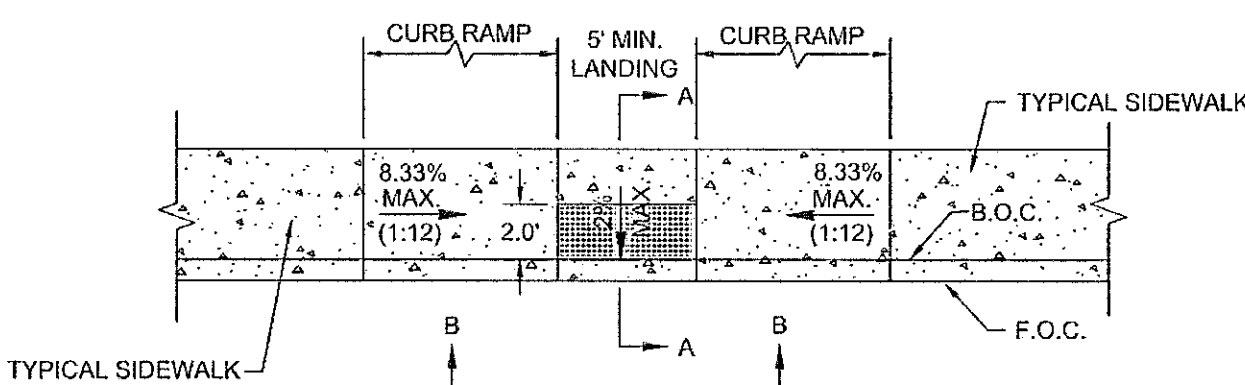
1. CURB SHALL BE TAPERED TO FINISH FLUSH WITH SIDEWALK.
2. BEGINNING RADIUS SHALL NOT ENCR OACH ON ADJACENT PROPERTIES BASED ON A PROJECTION OF THE PROPERTY LINE FROM THE RIGHT OF WAY TO THE CURB LINE.
3. SIDEWALK SECTION SHALL BE REQUIRED ALONG ALL STREETS.
4. THE TOWN IS NOT RESPONSIBLE FOR VEHICLES THAT DRAG DUE TO GRADE OF DRIVEWAY. THE DRIVEWAY IS PRIVATELY MAINTAINED.



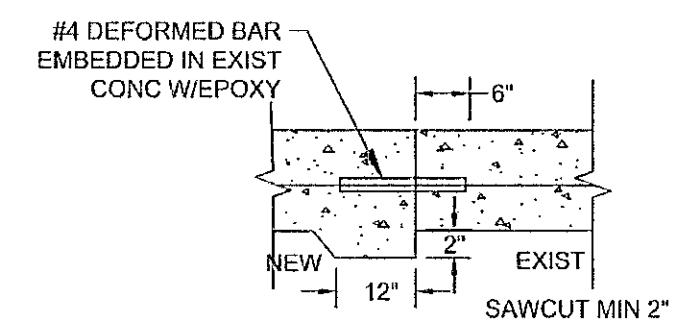
CONCRETE SIDEWALK SECTION
(NOT TO SCALE)



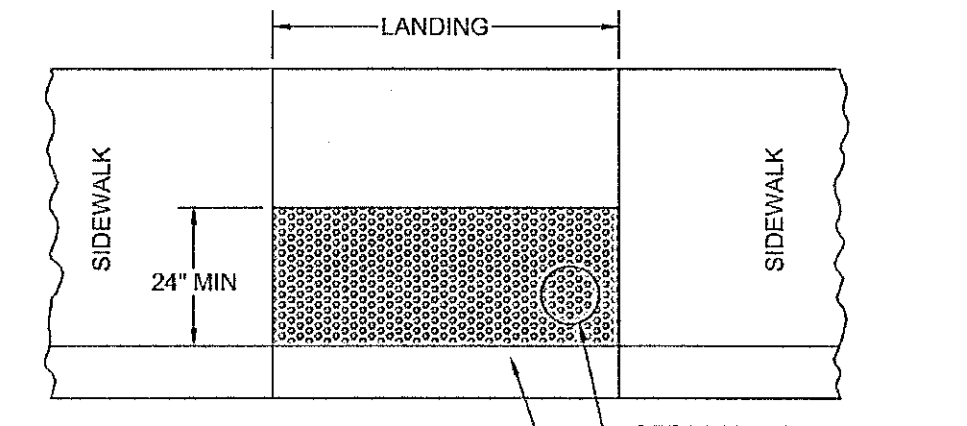
BOLLARD DETAIL
N.T.S.



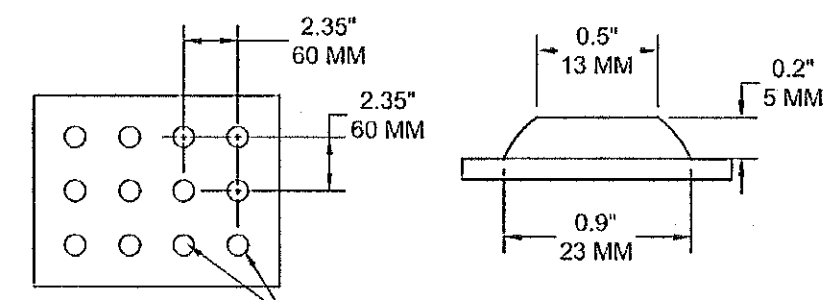
TYPICAL SIDEWALK RAMP - TYPE II
USED AT TEE INTERSECTIONS WHERE SIDEWALK ABUTS CURB
(NOT TO SCALE)



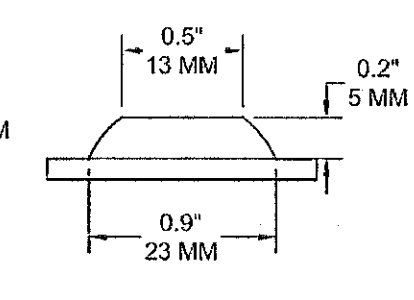
SIDEWALK TO EXIST SIDEWALK
(NOT TO SCALE)



DETECTABLE WARNING AREA
(NOT TO SCALE)



PLAN DETAIL
(NOT TO SCALE)



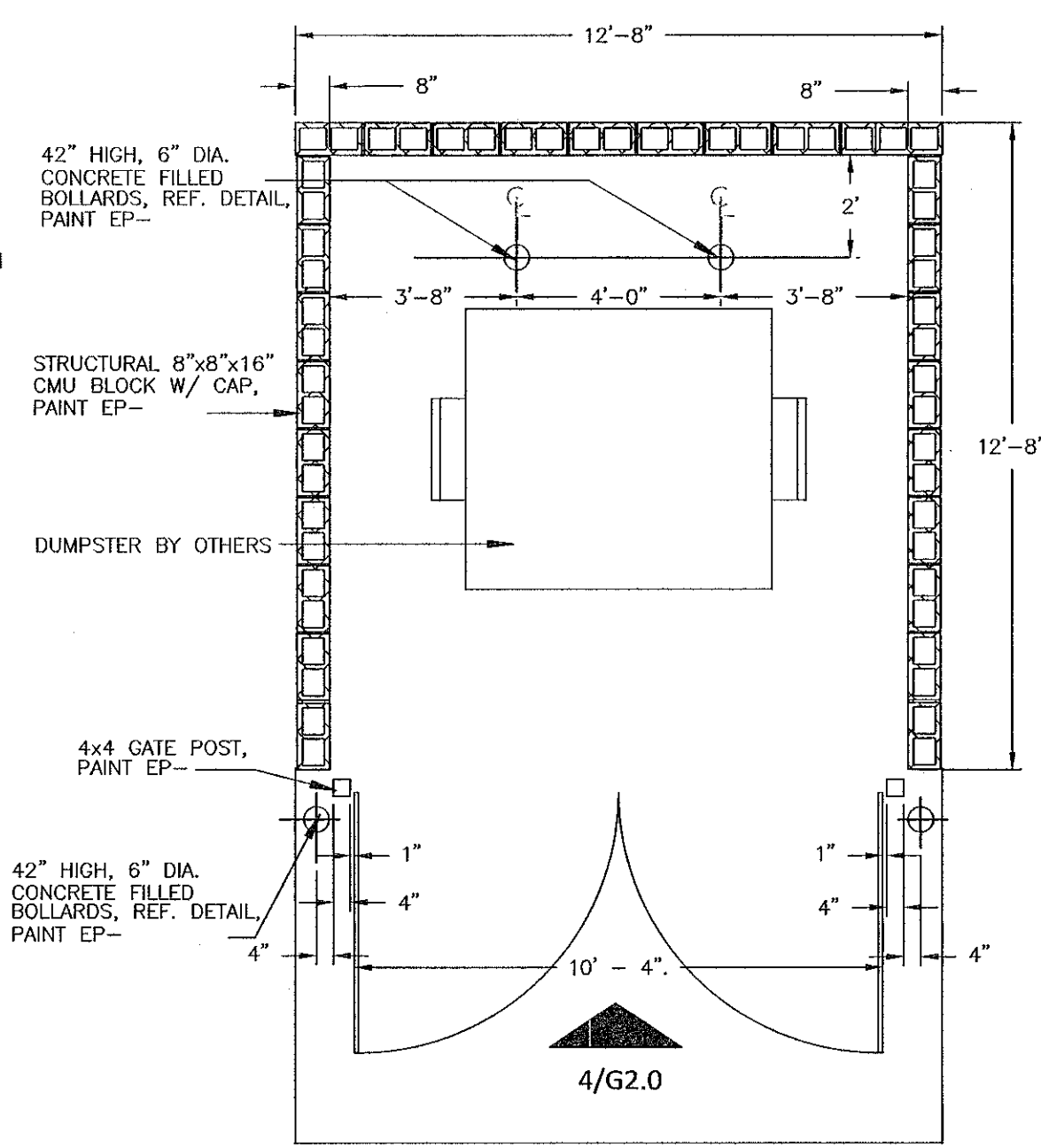
DOMES
DOVE SECTION
(NOT TO SCALE)

APPROVED CAST-IN-PLACE DETECTABLE WARNINGS

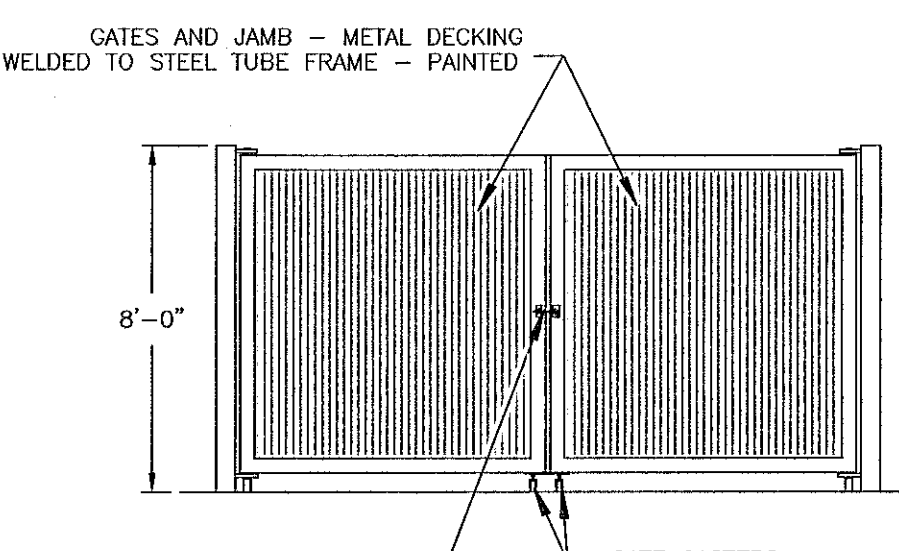
1. CAST-IN-PLACE DETECTABLE WARNING SYSTEMS MUST BE POLYMER COMPOSITE
2. MATERIAL MUST BE "WET SET" INTO FRESHLY POURED CONCRETE.
3. PROTECT PRODUCT FROM DAMAGE UNTIL MATERIAL IS FULLY SET OR CURED.
4. PRODUCT MUST BE APPROVED BY THE ENGINEERING DEPARTMENT.

NOTES:

1. CURB SHALL BE TAPERED TO FINISH FLUSH WITH SIDEWALK.
2. BEGINNING RADIUS SHALL NOT ENCR OACH ON ADJACENT PROPERTIES BASED ON A PROJECTION OF THE PROPERTY LINE FROM THE RIGHT OF WAY TO THE CURB LINE.
3. SIDEWALK SECTION SHALL BE REQUIRED ALONG ALL STREETS.
4. THE TOWN IS NOT RESPONSIBLE FOR VEHICLES THAT DRAG DUE TO GRADE OF DRIVEWAY. THE DRIVEWAY IS PRIVATELY MAINTAINED.
5. PROVIDE (1/2") EXPANSION JOINTS AT 50 FOOT INTERVALS.
6. CRACK CONTROL JOINTS SHALL BE PROVIDED AT 5 FOOT INTERVALS.
7. NO. 3 BARS @ 18" CENTERED EACH WAY OR 6 X 6 NO. 10 WWM FLAT SHEETS.
8. SIDEWALKS SHALL BE INSTALLED WITH A MINIMUM OF 2" ABOVE GROUND.
9. WHERE ADA ACCESS SIDEWALK TIES TO EXISTING SIDEWALK ON CULVERA ADD #5 DOWELS @ 12" OC 6" INTO EXISTING AND PROPOSED CONCRETE.



DUMPSTER PLAN
N.T.S.



DUMPSTER GATE ELEVATION
N.T.S.

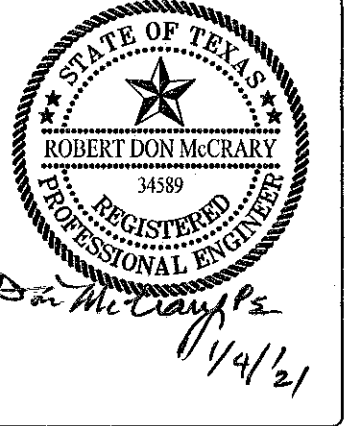
CONCRETE DRIVEWAY NOTES

1. SIDEWALK SHALL HAVE A MINIMUM WIDTH OF 5' AND BE SHALL BE LOCATED A MINIMUM OF 2' FROM THE BACK OF CURB.
2. DUMMY JOINTS PARALLEL TO THE CURB SHALL BE PLACED WHERE THE SIDEWALK MEETS THE DRIVEWAY.
3. DUMMY JOINTS PERPENDICULAR TO THE CURB, AND WITHIN THE BOUNDARIES OF THE PARALLEL DUMMY JOINTS, SHALL BE PLACED AT INTERVALS EQUAL TO THE WIDTH OF THE SIDEWALK.
4. A MINIMUM OF TWO ROUND AND SMOOTH DOWEL BARS 3/8" IN DIAMETER AND 18" IN LENGTH SHALL BE SPACED 18" APART AT EACH EXPANSION JOINT.
5. SIDEWALK RAMP LENGTHS SHALL BE OF SUFFICIENT LENGTH TO MAINTAIN 8.33% (1:12) MAXIMUM SLOPE. WHERE SIDEWALKS CROSS DRIVEWAYS, SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%.
6. SIDEWALK RAMP SURFACE SHALL BE BRUSH FINISHED.

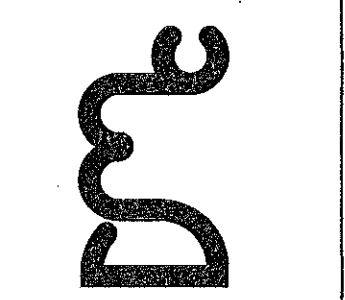
DRIVEWAY REINFORCEMENT TABLE	
RESIDENTIAL DRIVEWAY	
#3 BARS 12" O.C. BOTH WAYS OR 6" x 6" W/ D4.7 x W/ D4.7 WELDED WIRE FLAT SHEETS)	
COMMERCIAL DRIVEWAY	
#4 BARS 12" O.C. BOTH WAYS OR 6" x 6" W/ D7.5 x W/ D7.5 WELDED WIRE FLAT SHEETS	

7. SIDEWALK RAMP SURFACE SHALL BE BRUSH FINISHED.

No.	DATE



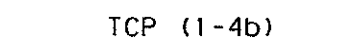
DON MCCRARY & ASSOCIATES, INC.
ENGINEERS & SURVEYORS
323 BREESEPORT
SAN ANTONIO, TEXAS 78216-2602
(210) 349-2651



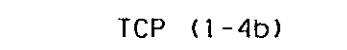
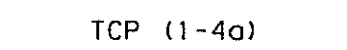
LOCKAWAY STORAGE - 200 ROY RICHARDS DRIVE
SITE PLAN DETAILS
CITY OF SCHERTZ, TEXAS

SHEET C2.01

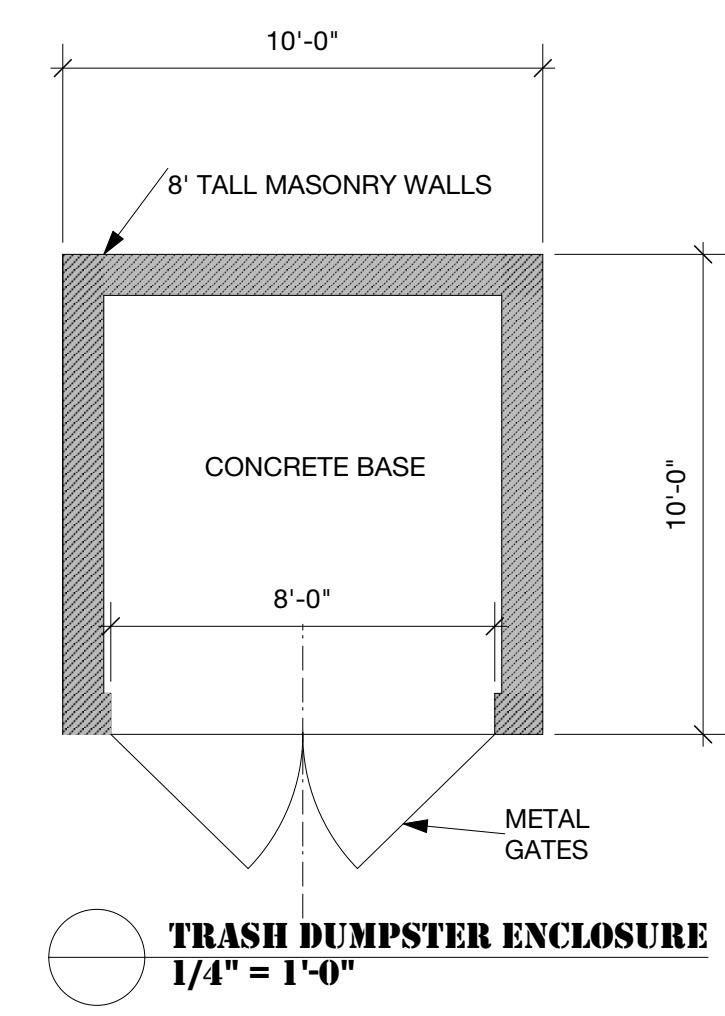
DRAWN BY: J. McNEW	CHECKED BY: HIM
DATE December 2020	PROJ. NO. 19026



TCP (1-4) - 18



TCP (1-4) - 18					
FILE#	tcp1-4-18.dgn	20	CAI	DAI	CAI



PARKING REQUIRED AND PROVIDED	
PARKING REQUIREMENT AND PARKING PROVIDED AS PER UDC SEC. 21.10.14	
OFFICE AREA:	315 SFF
PARKING REQUIRED:	1 SPACE/300 SF
PARKING PROVIDED:	1 Space
TL. STORAGE AREA:	80,764 SF
PARKING REQUIRED:	1SPACE/3000 SF
	27 SPACES
PARKING PROVIDED/STORAGE:	27 SPACES
TL. PARKING PROVIDED FOR OFFICE+STORAGE:	28 SPACES

FLOOR PLAN BLDG A
1/16" = 1'-0"40,771 SF



REVISED 9/24/20 AS PER CITY
SUP REVIEW DATED 7/2/2020
Date: 1/13/20
Time: 8:35:10 AM
File name: SUP PRELIMS.vwx

REVISIONS

Lock Away Storage
200 Roy Richards Drive
Schertz, Texas



Bartholomew
Architecture / Development Services
Studio:
4703 Oakwood Austin, Texas 78723
P: 512.825.2550
E: RANDY@BARTHOLOMEW.CO

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NOTE:
CONTRACTOR
SHALL VERIFY ALL
DIMENSIONS PRIOR
TO CONSTRUCTION

SHEET NO.:
1
OF: SHEETS
PROJECT NO.:
DATE STAMPED:



DATE:

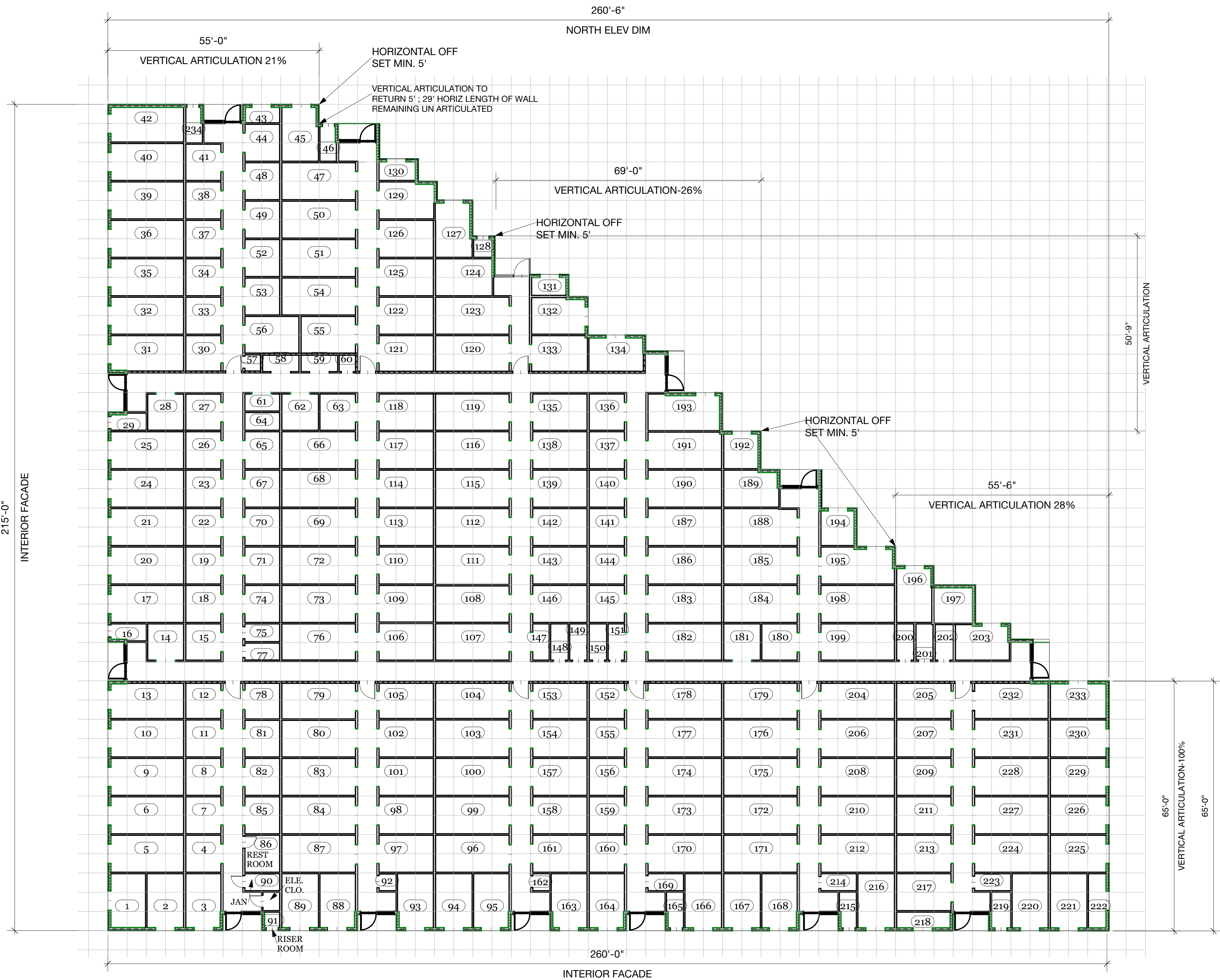
E

D

C

B

A



FLOOR PLAN BLDG B

1/16" = 1'-0" 39,933 SF

REVISIONS

Lock Away Storage
200 Roy Richards Drive
Schertz, Texas

Bartholomew
Architecture / Development Services
Studio:
4703 Oakwood Austin, Texas 78723
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NOTE:
CONTRACTOR
SHALL VERIFY ALL
DIMENSIONS PRIOR
TO CONSTRUCTION

SHEET NO.:
2

OF: SHEETS

PROJECT NO.:
DATE STAMPED:

REVISED 9/24/20 AS PER CITY
SUP REVIEW DATED 7/2/2020

Date: **1/13/20**
Time: **8:35:10 AM**
File name: **SUP PRELIMS.vwx**

DATE:

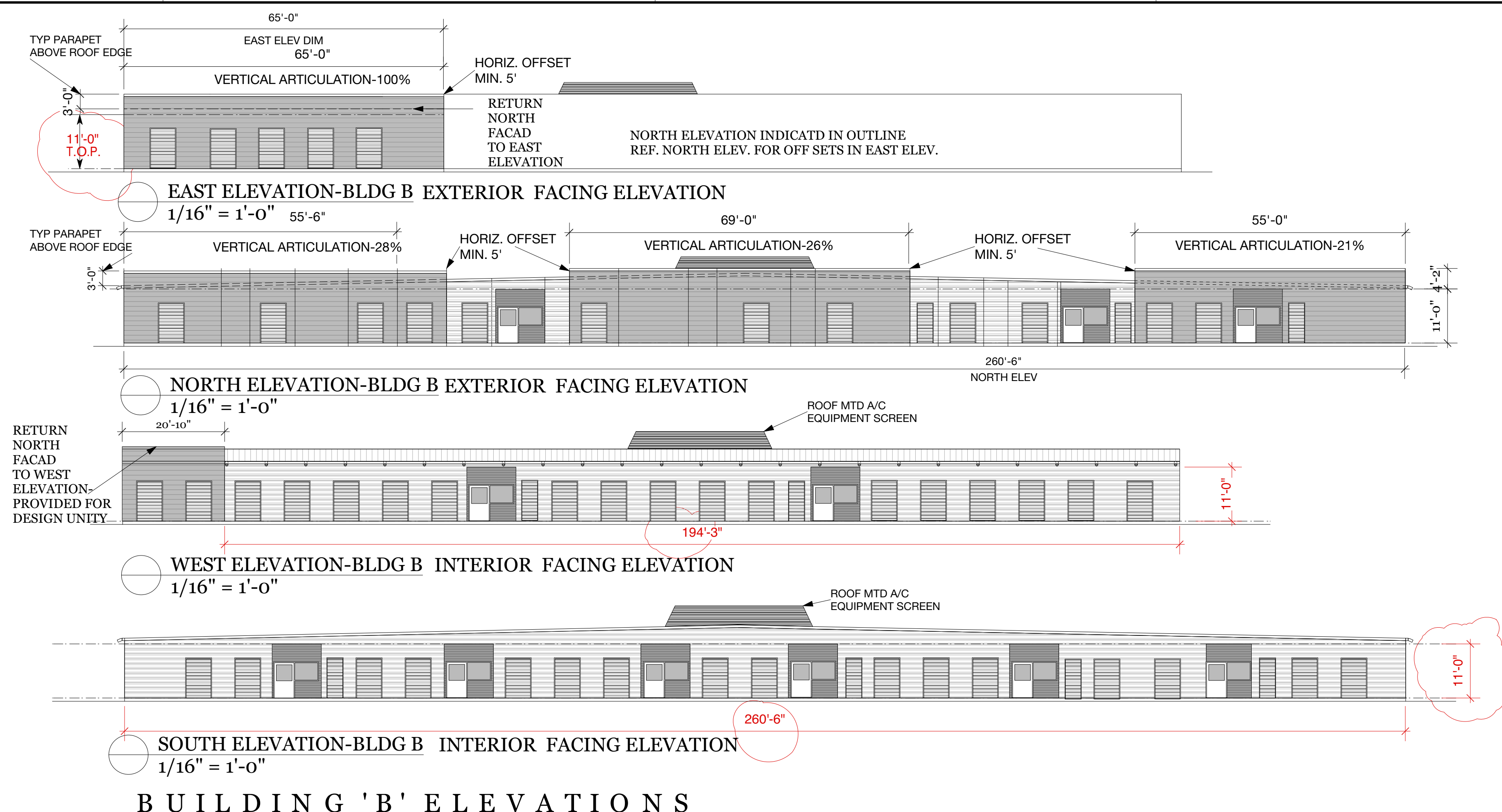
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D

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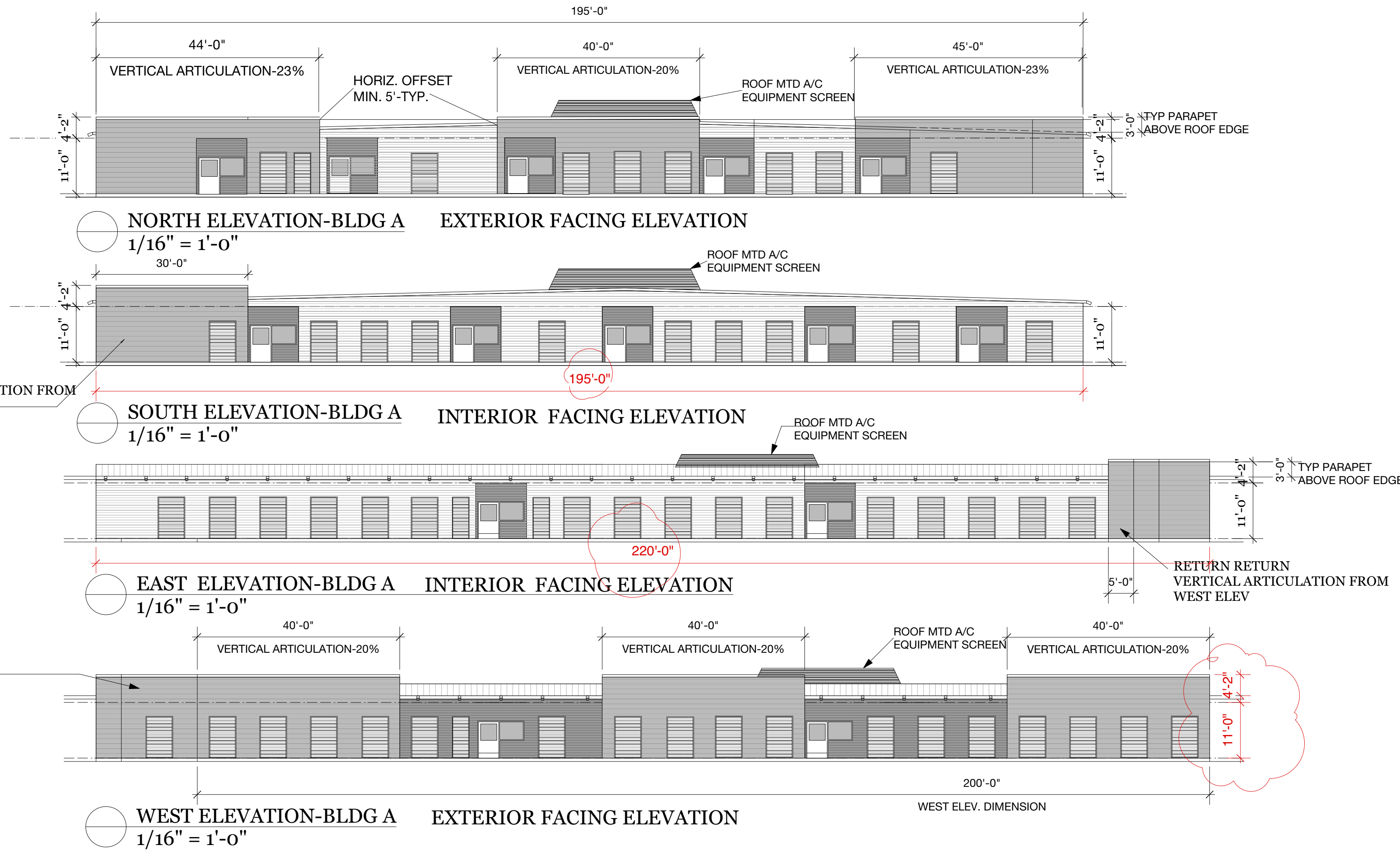
B

A



BUILDING 'B' ELEVATIONS

BUILDING 'A' ELEVATIONS



REVISED 12/17/20 AS PER CITY
SUP REVIEW DATED 7/2/2020
REVISED 9/24/20 AS PER CITY
SUP REVIEW DATED 7/2/2020
Date: 12/17/20
Time: 9:47:35 AM
File name: 2 SUP PRELIMS.vwp

REVISIONS

Lock Away Storage
200 Roy Richards Drive
Schertz, Texas

Bartholomew
Architecture / Development Services
Studio:
4703 Oakwood Austin, Texas 78723
P: 512.862.4250
E: RANDY@BARTHLOMEW.CO

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NOTE:
CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION

SHEET NO.:
OF: 3 SHEETS

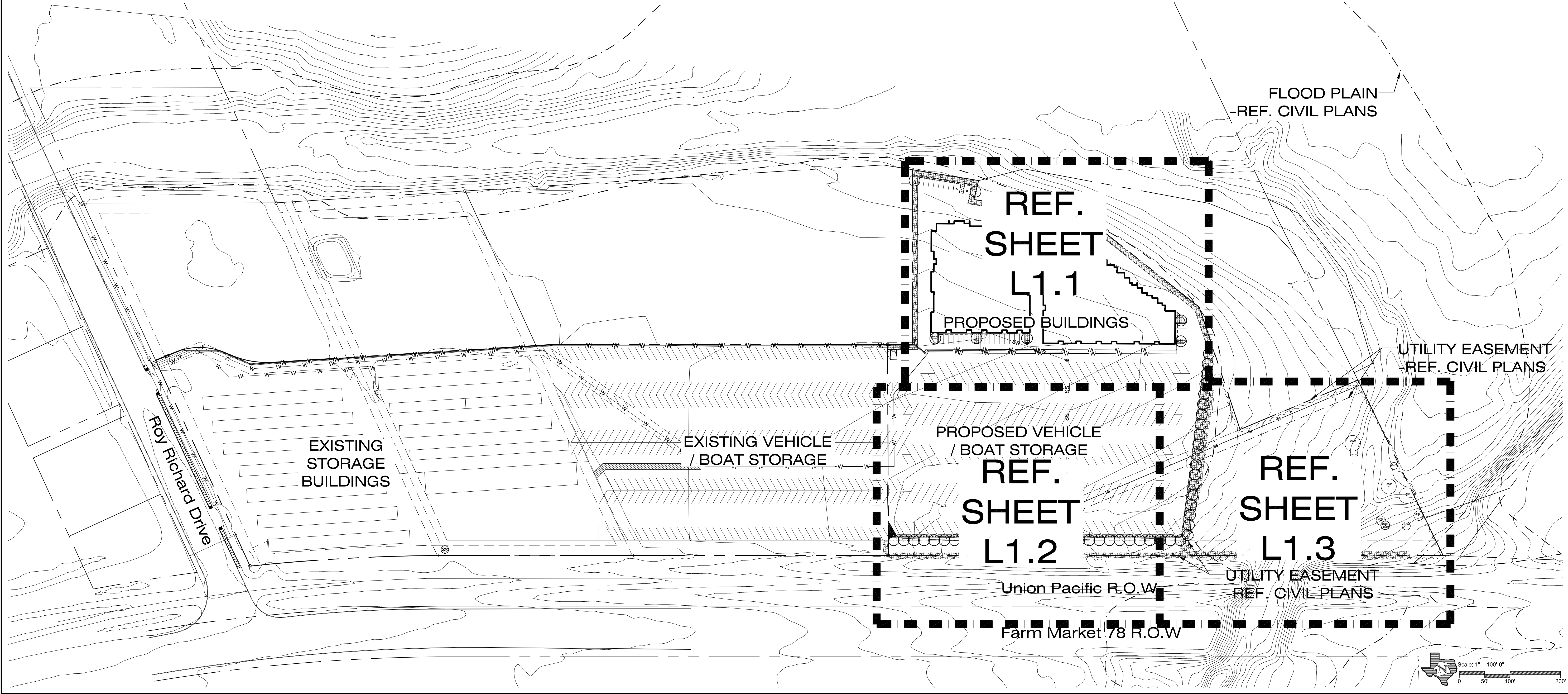
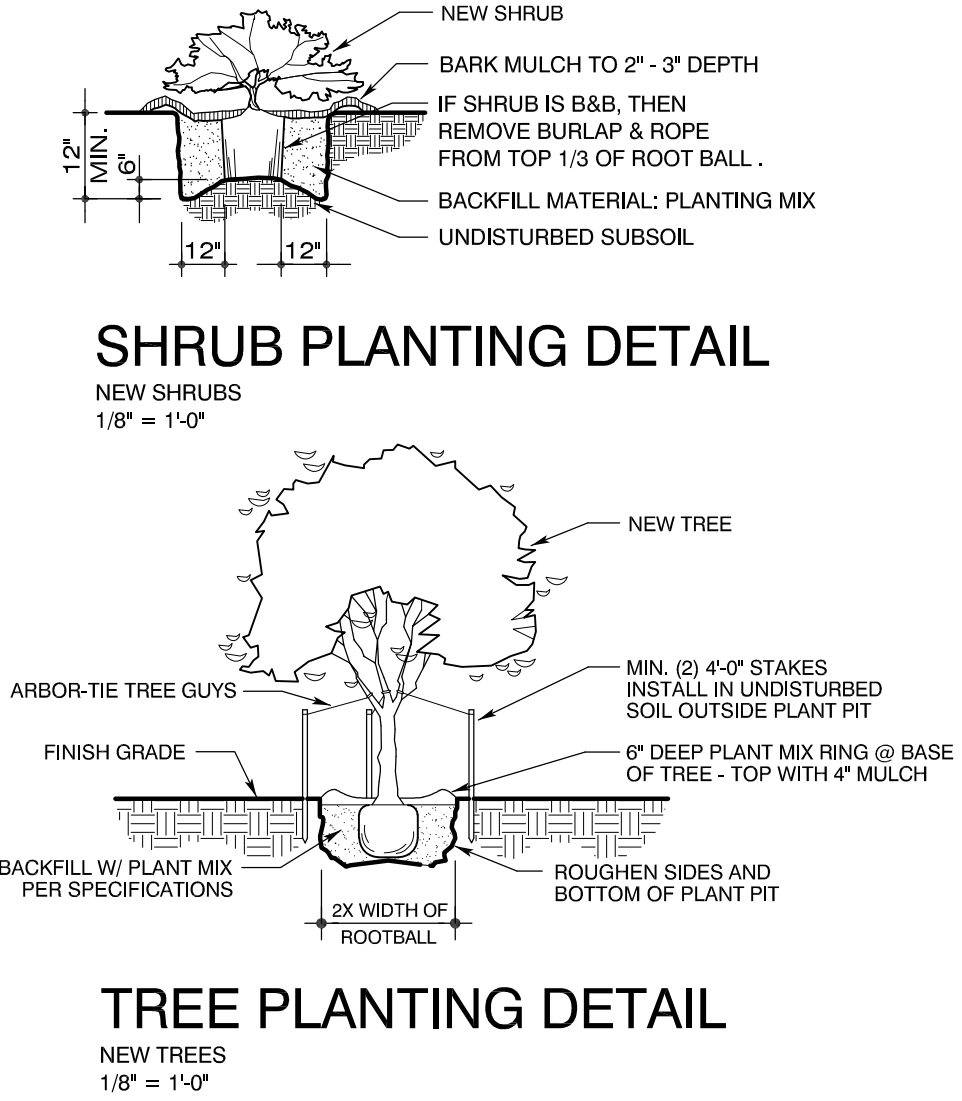
PROJECT NO.:
DATE STAMPED:

LANDSCAPE ORDINANCE COMPLIANCE

1.	LANDSCAPING REQUIRED	
	TOTAL SITE AREA:	520,458 SF
	20% TOTAL LANDSCAPE REQUIRED:	104,092 SF
	TOTAL LANDSCAPING PROVIDED:	21884 SF PROPOSED LANDSCAPE 128,550 SF UNDISTURBED AREA 150,434 SF (28.9%)
	TOTAL TREES REQUIRED:	312,275 SF
	INDUSTRIAL SITE (60% OF GROSS LOT AREA):	65 TREES REQUIRED
	(9) TREES PER ACRE (43,560 SF)	65 TREES PROVIDED
	TOTAL TREES PROVIDED ON SITE:	
2.	LANDSCAPING IN FRONT YARD	
	LANDSCAPING IN FRONT YARD REQUIRED:	104,092 SF x 40%: 41,637 SF
	LANDSCAPING IN FRONT YARD PROVIDED:	138,429 SF (100%) PROVIDED
3.	PARKING LOT LANDSCAPING	
	TOTAL PARKING LOT AREA: 14,906 SF x 10%:	1491 SF PARKING LOT LANDSCAPING REQUIRED
	TOTAL PARKING LOT LANDSCAPING PROVIDED:	3225 SF (21.6%) PROVIDED
	TREES REQUIRED PER PARKING LOT: 1491 SF / 400 SF:	4 PARKING LOT TREES REQUIRED
	TREE PROVIDED IN PARKING LOT:	7 PARKING LOT TREES PROVIDED
4.	PARKING LOT SCREENING	
	PROVIDED AS REQUIRED	
5.	PERIMETER LANDSCAPING	
	LF ALONG FM 78: 580 LF / 20 LF:	29 TREES REQUIRED
	PROVIDED VIA PROPOSED & UNDISTURBED	29 TREES PROVIDED
6.	MULTI-FAMILY / RESIDENTIAL BUFFER	
	NOT APPLICABLE.	
7.	IRRIGATION	
	ALL NEW LANDSCAPE WILL BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.	

- GENERAL NOTES:
- REFER TO SPECIFICATIONS FOR ALL CONTRACT PLANTING.
 - INSTALL APPROVED IMPORTED PLANTING MIX TO MIN. DEPTH OF 6" IN ALL AREAS SCHEDULED AS LANDSCAPE PLANTING AREAS.
 - INSTALL APPROVED IMPORTED TOPSOIL TO 4" DEPTH IN ALL TURFGRASS AREAS.
 - CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES IN THE FIELD PRIOR TO INSTALLATION AND MUST REPORT ANY DEVIATION IN SITE CONDITIONS TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK IN THE AFFECTED AREA.
 - WHERE SHOWN ON THESE PLANS, UTILITY INFORMATION IS PROVIDED FOR REFERENCE ONLY. REF. CIVIL AND MEP PLANS FOR ALL UTILITY INFORMATION.
 - VERIFY LOCATION AND DEPTH OF ALL EXISTING AND PROPOSED UTILITIES PRIOR TO ANY EXCAVATION. IN THE EVENT POTENTIAL CONFLICT(S) OCCUR BETWEEN UTILITIES AND LANDSCAPE IMPROVEMENTS, IMMEDIATELY CEASE WORK IN THE AFFECTED AREA, REPORT THE CONFLICT(S) TO THE OWNER'S REPRESENTATIVE, AND DO NOT PROCEED UNTIL RECEIPT OF SPECIFIC WRITTEN DIRECTION.
- URBAN DEER NOTES:
- AT THE TIME THESE DOCUMENTS WERE PREPARED THE LANDSCAPE ARCHITECT WAS NOT AWARE OF A LOCAL URBAN DEER POPULATION.
 - IN THE EVENT AN URBAN DEER POPULATION IS DISCOVERED, CONTRACTOR IS SOLELY RESPONSIBLE FOR PROTECTING ALL NEWLY-INSTALLED PLANTS THROUGH THE 30-DAY MAINTENANCE PERIOD.
 - APPLY "LIQUID FENCE" (OR APPROVED EQUAL) TO ALL PLANTS AS NEEDED TO DISCOURAGE BROWSING BY DEER.
 - ANY NEWLY-INSTALLED PLANTS EATEN OR BROWSED BY DEER PRIOR TO THE EXPIRATION OF THE 30-DAY MAINTENANCE PERIOD SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- OVERHEAD ELECTRIC NOTES:
- ALL PROPOSED LARGE SPECIES TREES (AS DEFINED BY THE UNIFIED DEVELOPMENT CODE IN EFFECT HEREOF) SHALL BE PLANTED NO CLOSER THAN 20' TO ALL OVERHEAD ELECTRIC UTILITY LINES.
 - CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD LOCATING ALL OVERHEAD ELECTRIC UTILITY LINES AND ENSURING THAT NO LARGE SPECIES TREES ARE PLANTED WITHIN 20' OF ANY OVERHEAD ELECTRIC UTILITY LINES.
 - WHERE CITY INSPECTORS FIND ANY PROPOSED LARGE SPECIES TREES TO BE IN VIOLATION OF PROXIMITY TO OVERHEAD ELECTRIC UTILITY LINES, THE CONTRACTOR SHALL RELOCATE TREES AT NO ADDITIONAL COST TO THE OWNER.

PLANT SCHEDULE 2				SIZE = CALIPER OR SPREAD			
QTY.	SYM.	SCIENTIFIC NAME	COMMON NAME	HGT.	SIZE	CONDITION	REMARKS
TREES							
14	PM	Platanus mexicana	MEXICAN SYCAMORE	-	3" CAL.	B and B	DECIDUOUS / SINGLE STEM
13	QS	Quercus shumardii	SHUMARD OAK	-	3" CAL.	B and B	DECIDUOUS / SINGLE STEM
14	QV	Quercus virginiana	LIVE OAK	-	3" CAL.	B and B	EVERGREEN / SINGLE STEM
13	UC	Ulmus crassifolia	CEDAR ELM	-	3" CAL.	B and B	DECIDUOUS / SINGLE STEM
SHRUBS							
104	PAC	Plumbago auriculata 'Capensis'	CAPE PLUMBAGO	-	5 GAL.		EVERGREEN / PLANT AT 3'-0" O.C.
87	RRZ	Rosa 'Radrazz'	'RADRAZZ' KNOCK-OUT ROSE	-	5 GAL.		EVERGREEN / PLANT AT 3'-0" O.C.
GROUNDCOVERS AND GRASSES							
		Cynodon dactylon '419'	'419' HYBRID BERMUDAGRASS	-		SOLID SOD	SEE SPECIFICATIONS
			3" - 4" 'TEXAS BLEND' RIVER ROCK	-			APPLY TO 4" DEPTH OVER COMPACTED SUBGRADE W/ GEO-TEXTILE WEED BARRIER AND PRE-EMERGENT HERBICIDE. FILL UNDER ADJACENT SHRUBS.



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OWNER
LockAway Storage

18881 Von Karmen Ave., Suite 150
Irvine, CA 92612

PROJECT
LockAway Storage
Building Addition

200 Roy Richard Dr.
Schertz, TX 78154

REVISIONS
1. City Comments 10/22/20
2. City Comments 12/4/20

PROJECT NUMBER
2019-212

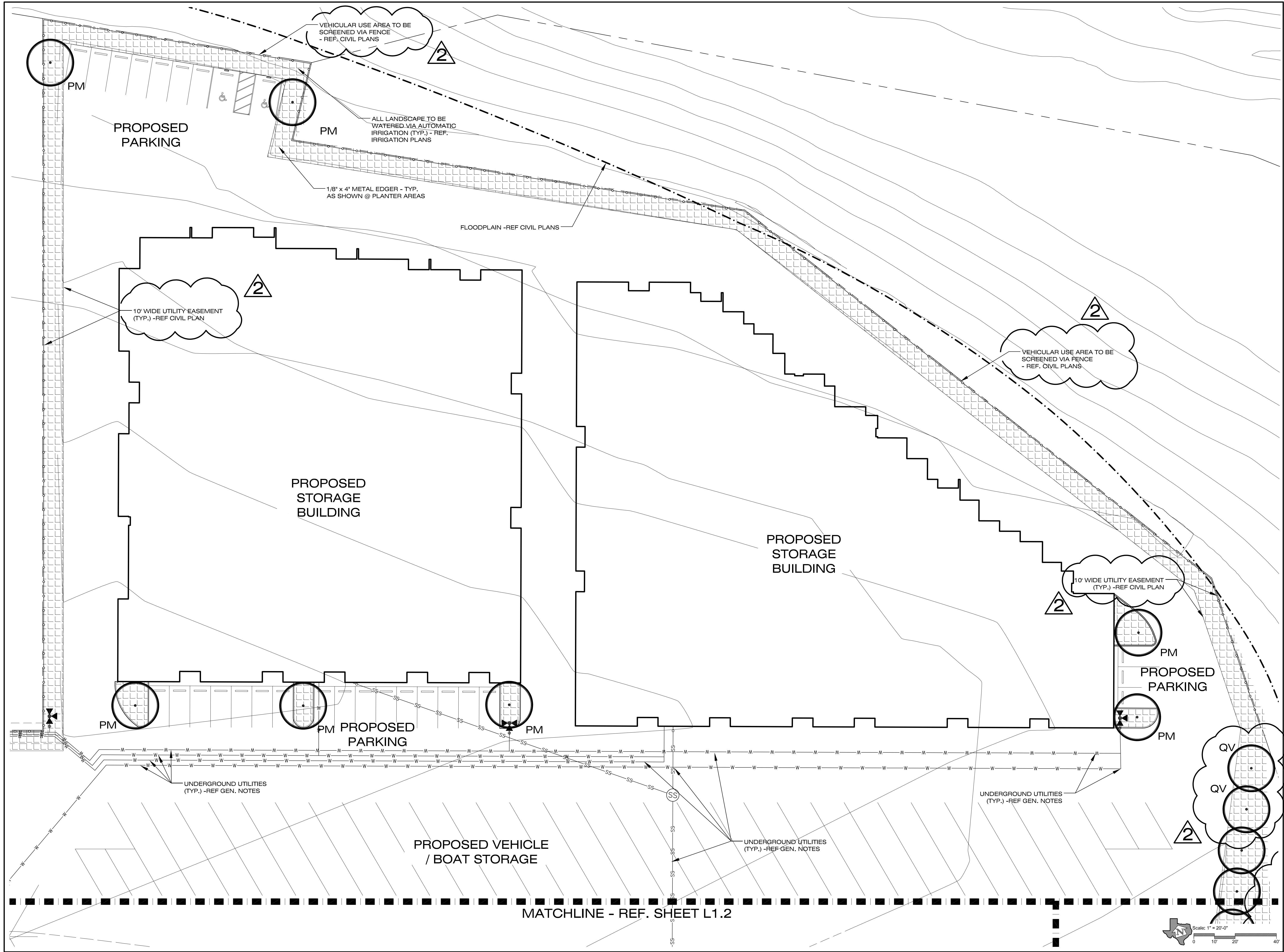
Drawn By: jv
Checked By: jr

Sheet Title:
OVERALL
LANDSCAPE
PLANTING PLAN

Sheet Number:

L1.0

Issue Date:
May 29, 2020



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18881 Von Karmen Ave., Suite 150
Irvine, CA 92612

PROJECT
**LockAway Storage
Building Addition**

200 Roy Richard Dr.
Schertz, TX 78154

REVISIONS		
1.	City Comments	10/22/20
2.	City Comments	12/4/20

PROJECT NUMBER
2019-212

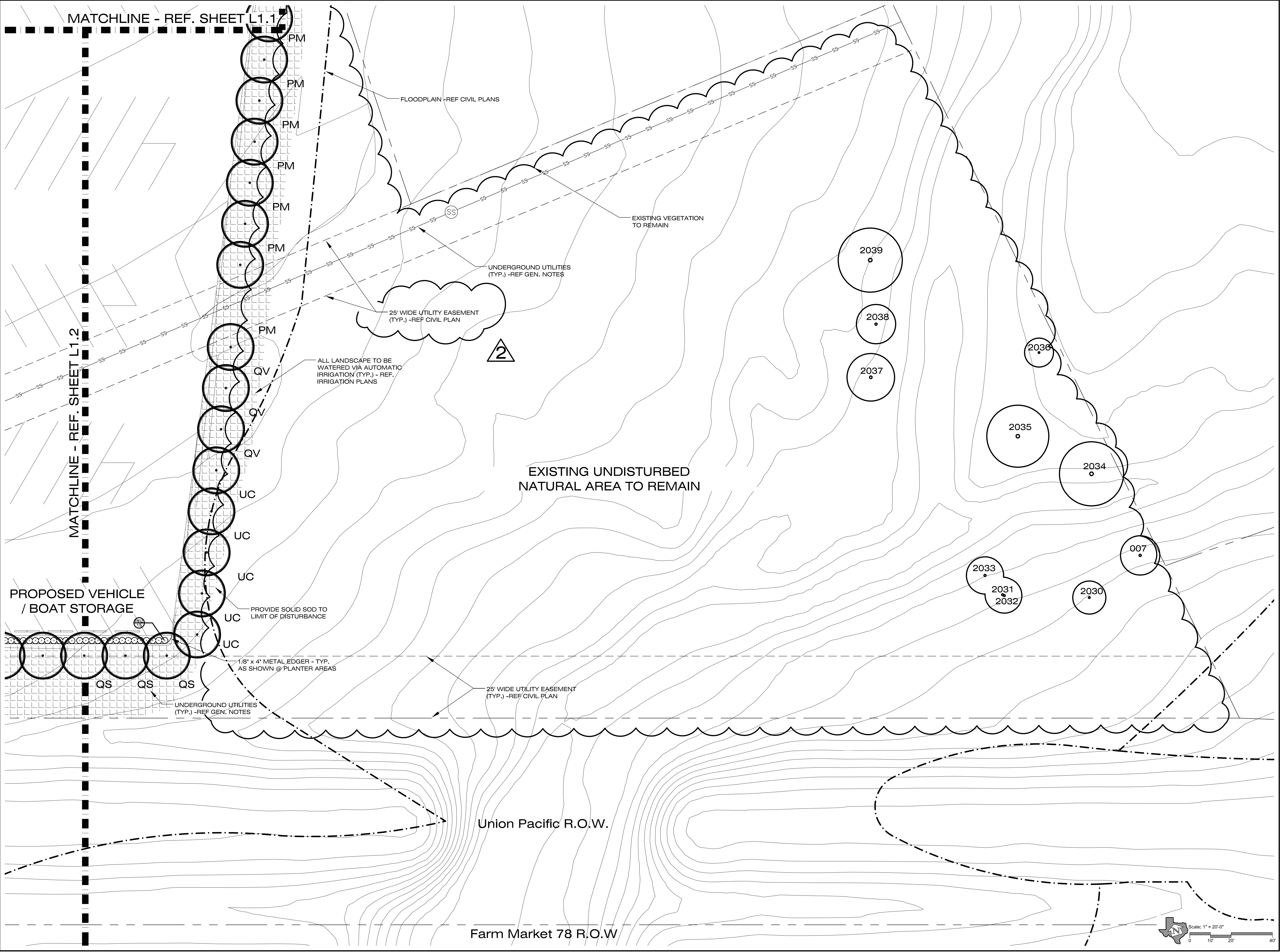
Drawn By: jv
Checked By: jr

Sheet Title:
**LANDSCAPE
PLANTING
PLAN**

Sheet Number:

L1.1

Issue Date:
May 27, 2020



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18881 Von Karmen Ave., Suite 150
Irvine, CA 92612

PROJECT
**LockAway Storage
Building Addition**

200 Roy Richard Dr.
Schertz, TX 78154

REVISIONS		
1.	City Comments	10/22/20
2.	City Comments	12/4/20

PROJECT NUMBER
2019-212

Drawn By: jv
Checked By: jr

Sheet Title:
**ENALRGD
LANDSCAPE
PLANTING PLAN**

Sheet Number:

L1.3

Issue Date:

May 27, 2020

PART 1 - GENERAL

- 1.1

Work Included

A. Place and spread topsoil and planting mix.

B. Install edging at planter areas.

C. Excavate and prepare plant pits.

D. Place plants in pits and backfill with planting mix.

E. Prune plants.

F. Apply mulch to planter areas.

G. Install solid sod, hydromulch, or seed mix.

H. Guarantee plants.

I. Inspect plants during the Guarantee Period.
- 1.2

Reference Standards

A. Nomenclature and size. All plants must be true to name and size in conformance with the following standards:

B. American Joint Committee on Horticultural Nomenclature, 1942 ed. of Standardized Plant Names (Mount Pleasant Press, J. Horace McFarland Co., Hartsburg PA)

C. American Standard of Nursery Stock, 1973 ed. (American Association of Nurserymen, Inc., Washington DC)
- 1.3

Submittals

A. Submit weed control program in accordance with Sec. 01300

1. Indicate chemicals to be employed, manufacturer's printed instructions as to dilution and application, solution strength, application method, rates, and frequency of manual weeding.

2. Submit chemical manufacturer's written certificate that material proposed for use meets local, state, and federal regulations for the type of material proposed and that the material is not toxic to humans and animals if applied per the manufacturer's written instructions.

B. Submit topsoil sample (min. 1-gal. bag) in accordance with Sec. 01300

1. Indicate topsoil supplier source.

2. Provide laboratory test results indicating compliance w/ topsoil composition requirements.

C. Submit planting mix sample (min. 1-gal. bag) in accordance with Sec. 01300

1. Indicate planting mix supplier source.

2. Provide laboratory test results indicating compliance w/ planting mixl composition requirements

D. Submit bark mulch sample (min. 1-gal. bag) in accordance with Sec. 01300

1. Indicate bark mulch supplier source.

E. Submit decomposed granite sample (min. 1-gal. bag) in accordance with Sec. 01300

1. Indicate decomposed granite supplier source.

F. Submit irrigation system product data in accordance with Sec. 01300.

1. Provide manufacturers' cut sheets indicating compliance with all equipment specified in the Irrigation Plans
- 1.4

Product Delivery, Storage, and Handling

D. Handle and store all materials in such a manner as to prevent damage.
- 1.5

Existing Conditions

A. Prior to commencement of work, investigate the site, locate and identify all existing underground utilities that may conflict with the installation of the work described in the contract documents, and notify the Landscape Architect of the conflict and do not proceed with construction in the affected area without specific direction.

B. Protect identified utilities from damage during installation.
- 1.6

Guarantee

A. All plants will be guaranteed against defects, including death and unsatisfactory growth, for a period of 12 months following the date of Substantial Completion. If replacement plants are installed, they will be guaranteed for an additional 12 months following their installation.
- 1.7

Responsibilities of Owner and Contractor

A. The Contractor will provide monthly inspections of the project during construction and the guarantee period and immediately provide to the Owner and the Landscape Architect a written report identifying any irregularities which affect the guarantee.

B. The Contractor will monitor any construction, whether conducted by other trades or the Owner's employees, adjacent to new and existing plants. The Contractor will identify and document any damage to the plants and immediately notify the Landscape Architect of same. The Contractor will replace any damaged plants at no expense to the Owner. Any reimbursement from other trades or contractors shall be the sole responsibility of the Contractor.

C. The Contractor will remove and replace all dead plants.

D. The Contractor will ensure all plants are installed in an upright position and to proper finish grade and will reset any plants not installed accordingly.

E. The Contractor will have the sole responsibility for ensuring that all plants are maintained and watered adequately.
- 1.8

Final Inspection

A. At the conclusion of the guarantee period, the Landscape Architect will inspect the planting to assess the final acceptance of the installation. Only plants that are alive and healthy will be accepted. The Contractor will replace any plants that are dead or, in the sole opinion of the Landscape Architect, in an unhealthy or unsightly condition or have lost their natural form due to dead or removed branches. The Contractor will bear the cost of replacing any plants.
- 1.9

Quality Assurance

A. Before entering into a contract with any subcontractor, the General Contractor will investigate the proposed subcontractor's reputation and ability to perform the work and determine whether the subcontractor is stable, reputable, and skilled in this area of work. The General Contractor will require and review a minimum of the following submittals:

1. Experience. The subcontractor will be a single firm specializing in landscape installation with a minimum 5 years documented experience. Documentation will demonstrate a minimum 10 installations of equal or greater size. The subcontractor will furnish the name, address, and telephone number for both the General Contractor and Owner on these projects, as well as the contract price, the company name under which the work was performed, and completion date.

2. Personnel. The subcontractor will provide a list of the project manager and foreman proposed to complete the work, their years of experience in the industry, any formal training, and years of service with the current company. If a separate irrigation subcontractor is to be used, the same information will be provided.

3. Business Expertise. The subcontractor will submit a current audited financial statement, current insurance certificate, contact information for their insurance company, bonding capacity and bonding company, and contact information for their bonding company.

B. Should the subcontractor selected by the General Contractor default on the contract, fail to complete the work in conformance with the Contract Documents, or enter into bankruptcy, the Owner will pay the Landscape Architect as an additional service for any additional work occasioned by the subcontractor's default
- PART 2 - PRODUCTS
- 2.1

Materials

A. Topsoil. Provided by the landscape subcontractor from local sources, sandy loam which is fertile, friable, surface soil. Topsoil will be free of rocks, stones, subsoil, building debris, weeds, grass, clay lumps, and other materials which would be detrimental to turfgrass growth. Topsoil composition will be not less than 7% nor more than 12% clay and not more than 12% silt.

B. Planting Mix. Plant mix composition will be 35% compost, 33% red sand, 16% composted topsoil, and 16% pine bark mulch.

C. Commercial Fertilizer. Complete fertilizer of neutral character, with some elements derived from organic sources and containing available plant nutrients in the following percentages:

1. For trees and shrubs - Woodace Top Dress Special (20-4-11, 6 - 9 month formula) at a rate of 5 to 10 lbs. per 100 SF.

2. For lawns - Min. 1 lb. of actual nitrogen per 100 SF of lawn area, min. 4% phosphoric acid, and min. 2% potassium. Provide nitrogen in a form that will be available to turfgrass during the initial period of growth and in a minimum 50% organic form.
- 2.2

Plant Materials

A. The drawings contain a complete list of plant species, quantities, sizes, and other requirements. In the event that discrepancies occur between the quantities of plants indicated on the plant list and as indicated on the drawings, the plant quantities shown on the drawings will be given precedence.

B. No substitutions of plants will be permitted without express prior written authorization by the Landscape Architect.

C. All plants will comply with state and federal inspection and diseases infestation laws.

D. All plants will be typical of their species or variety, with normal, well-developed branches and vigorous root systems.

E. All plants will be healthy and vigorous, free from defects, disfiguration, knots, abrasions, sunscald, diseases, insect eggs or larvae, borers, and all other forms of diseases or infestations.

F. All plants will be nursery stock. Any plants gathered from native stands must be kept under nursery conditions for a minimum of 1 full growing season, must be free from all foreign plants and weeds, and must meet all other requirements of the Contract Documents.

G. Container-grown plants must exhibit development of fibrous roots and have a root mass that will retain its shape when removed from the container. Plants grown in smaller containers must have root growth sufficient to reach the sides of the container. Root-bound container-grown plants will be rejected.

H. Container sizes of a large grade than listed in the American Standard for Nursery Stock (ASNS) shall be determined by the volume of the root ball specified in the ASNS for plants of the same size.

I. All bare root plants must have a heavy, fibrous root system and dormant buds at the time of planting.

J. All plants must have average height and spread proportions and branching habit in accordance with the appropriate sections of the ASNS.

K. All plants which have girdled roots, stem, or major branch, have deformities of the stem or major branch, lack symmetrical growth habits, have dead or defoliated portions, or have any defect, injury, or conditions which in the sole opinion of the Landscape Architect renders them unsuitable, will be rejected.
- L.

Balled and burlapped plants must have a solid ball of earth of minimum specified size held securely in place by burlap and stout rope. Oversized or exceptionally heavy plants will be accepted provided the size of the root ball or spread of the roots is increased proportionally. Root balls must be tight, unbroken, and free of weed or foreign plant growth. Root balls shall have the following depth-to-diameter ratios: root ball diameters of less than 20" = minimum depth of 75% of the diameter; root ball diameters of 20" to 30" = minimum depth of 2/3 of the diameter; root ball diameters over 30" = minimum depth of 60% of the diameter.

M.

Plants delivered as a single unit of 25 or less of the same size, species, and variety must be clearly marked and tagged. Plants delivered in large quantities of more than 25 must be segregated as to variety, grade, and size, and 1 plant in each 25 plants, or fraction thereof, of each size, species, and variety, must be tagged.

N.

Plants stored under temporary conditions will be the responsibility of the Contractor and must be protected at all times from extreme weather conditions by insulating the root balls with sawdust, soil, mulch, or other approved measure. Plants stored on paved areas must be separated from the pavement with an insulating layer.

O.

Protecting stored plants from theft or vandalism will be the sole responsibility of the Contractor. Any stolen plants will be replaced at no cost to the Owner.

2.3

Miscellaneous Materials

A. Mulch. Shredded native mulch applied to a depth of 4" beneath all new trees and 4" beneath all shrubs.

B. Stakes. Sound new hardwood, treated softwood, or redwood stakes, free of knot holes and other defects, or metal stakes. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire, minimum 12-gauge, with zinc-coated turnbuckles. Provide minimum 1/2" diameter rubber or plastic hose, cut to required lengths and of uniform color, material, and size, to protect tree trunks and branches from damage by wires. All new trees are to be staked.

C. Anti-Dessicant. Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's full identified containers and mix in accordance with manufacturer's instructions.

D. Plastic trunk protectors: Provide ArborGard+, AG 9-4+ by Deep Root Partners, L.P. (or equal), (1-800-458-7668) to protect new trees from damage by string trimmers and mowers.
- PART 3 - EXECUTION
- 3.1

Inspection

A. Inspect existing site conditions and progress of other trades before commencing landscape installation.

B. Verify that construction has progressed to a point at which the landscape will not be adversely affected by subsequent construction and that existing conditions are acceptable for landscape installation.

C. Report adverse conditions to the Landscape Architect and do not proceed with the work until adverse conditions have been rectified.

D. Commencement of the landscape installation will constitute acceptance of the site conditions without qualification.

3.2

Preparation of Subsoil

A. Inspect subsoil for the presence of objectionable materials such as rocks (2" diameter and greater), concrete waste, building debris, weeds, grass, and other material that would be detrimental to the growth of plants and turfgrass. Protect existing underground improvements from damage.

B. Cultivate the subsoil to a depth of 3" or, if the subsoil is compacted due to heavy equipment traffic or storage, cultivate to a depth of 6".

3.3

Spreading Topsoil

A. See lawn installation for topsoil spreading procedures in turfgrass areas.

B. Spread topsoil and planting mix to required finish grades. Fill turfgrass areas with topsoil to a minimum depth of 4."

C. Cultivate with a mechanical tiller to break up clods and cultivate by hand in inaccessible areas. Rake until the surface is smooth.

D. Remove from the site any foreign or objectionable material collected during cultivation.

E. Grade to eliminate rough spots and low spots where ponding may occur, maintaining smooth and uniform grades that will encourage positive drainage. Continue to grade the topsoil until it is firm and settled with a smooth surface, watering, drying, and re-grading as necessary.

F. The landscape Contractor is solely responsible for ensuring positive drainage regardless of the condition of the subgrade. If extreme pr objectionable conditions exist, notify the Landscape Architect before proceeding.

G. Mix the specified soil amendments and fertilizers with topsoil at the specified rates. Do not mix fertilizers unless planting will follow the spreading of topsoil or planting mix within 48 hours.

H. All planting areas must be prepared so that they remain free of debris and weeds until planting occurs.

I. Weed control in the planting areas will consist of killing all weeds and maintaining a weed-free condition in accordance with the weed control program until completion of the project.

J. Protect adjacent plants from damage due to overspray of weed control chemicals.

3.4

Planting

A. The Contractor will begin planting when other work divisions such as topsoil spreading have progressed sufficiently to permit planting.

B. Planting will occur where it is shown on the Contract Documents unless obstruction overhead or underground are encountered or where changes in construction have been made. Prior to the excavation of shrub or tree pits, the Contractor will locate and identify all underground utility lines, electrical cables, irrigation lines, and conduits. If such obstructions are found, promptly notify the Landscape Architect and do not proceed without clear direction.

C. No planting pits will be excavated until the proposed locations and plant sizes have been reviewed and approved by the Landscape Architect. Each plant will be planted in an individual pit dug with straight vertical sides. All plants will be set such that their original soil level is equal to the ultimate finish grade. No filling will be done around the trunks and stems. All ropes, wires, staves, etc., will be removed from the sides and top of the root ball and removed from the pit before filling. Burlap will be properly cut and removed from the sides of the root ball. When a depth is specified for the plant pit, it will be construed as the depth below adjacent finish grade. Excess excavation from plant pits shall be either used elsewhere or removed from the site entirely.

D. The Landscape Architect will review and approve the location and orientation of all plants prior to excavation of their pits. All trees will be planted in pits a minimum 24" greater in diameter than the container size or spread of their roots. In the event that solid rock is encountered in the bottom of the pit, break up and loosen the sides and bottom of the pit so that water will drain effectively. The pit will be a minimum of 9" deeper than the depth of the root ball and will have a crown from the middle to the sides in order to direct drainage away from the root ball. Place planting mix in the bottom of the pit and tamp down to prevent settling. Backfill the pits with planting mix in layers no greater than 9" and tamp down to avoid settling. Provide enough planting mix to bring to finish grade and form a saucer with a minimum 4" lip around the perimeter of the tree's root ball so water will pond and soak into the root ball.

E. Stake trees immediately after planting, then remove the stakes after one (1) year.

F. If deciduous trees are planted in full-leaf, spray with anti-dessicant to provide an adequate film over the trunk, branches, stems, and foliage.

G. Shrubs will be planted in pits a minimum of 12" greater in width than the diameter of the root ball or container. In the event that solid rock is encountered in the bottom of the pit, break up and loosen the sides and bottom of the pit so that water will drain effectively. The depth of the pit will be sufficient to accommodate the root ball and to set the plant at finish grade. Backfill the pit with planting mix, tamp down and settle thoroughly, bring to finish grade, and form a slight saucer to hold additional water and soak the root ball. After planting has been approved, apply bark mulch to a depth of 2" around all plants in the planting area..

H. All ground cover material will be planted as follows:

1. One gallon material will be planted the same as one gallon shrubs.

2. 4" pot material will be planted in pits the same size as or larger than the root system, then firmly tamped by hand and watered in using a fine spray.

3. Where settlement occurs, backfill with additional planting mix to cover exposed roots and to bring to finish grade.

4. After planting has been reviewed and approved, apply decomposed granite to a compacted depth of 2".

5. Thoroughly water each plant using a root stimulator solution (Green Light or equal) mixed according to the manufacturer's recommendations.

6. Neatly prune and/or clip each plant as necessary to preserve the natural character. Conduct all pruning with sharp, clean tools and clip bruised or broken branches with a clean cut. Paint pruning cuts 2" in diameter and larger with an approved tree wound paint.

7. Apply water as required to keep the mulch damp at all times during germination and initial growth period or as directed by the Landscape Architect.

3.5

Lawn Installation

A. Do not commence lawn installation until after the irrigation system has been completely installed and is operational.

B. Do not commence any lawn installation until the Landscape Architect has reviewed and approved all areas prepared for sodding.

3.6

Sodded Lawns

A. Prior to spreading topsoil and in all areas to receive lawn, cultivate the subsoil to a minimum depth of 4". Cultivation may be conducted by disc, spring tooth harrow, rototiller, or similar mechanical means, and should be done in a direction perpendicular to the natural flow of water.

B. After the topsoil has been spread, mechanically till the area to a depth of 4", then roll rake and drag to remove all large clods, rocks, debris, and litter over 1" in diameter. Dispose of clutter at an off-site location.

C. Using a lightweight, water-filled roller, roll the raked topsoil in two (2) opposite directions.

D. Rake the rolled topsoil to a smooth, level surface, removing ridges and filling depressions. Remove all remaining rocks and debris over 1" in diameter.

E. Hold the finish grade 1-1/2" below adjacent curbs, sidewalks, paving, and other hard surfaces.

F. Apply the fertilizer at a rate of 2 lbs. per 1000 SF.

G. Rake the fertilizer into the surface soil at a depth of 1/2" to 1".

H. Roll the fertilized topsoil in one (1) direction, water lightly of the surface soil is dry, then allow to dry.

I. Lay the sod within 24 hours of stripping. Working from plywood boards to avoid disturbing the topsoil or sod, but the ends and sides of sod strips without overlapping, stagger strips to offset joints in adjacent courses, and tamp or roll lightly to ensure good contact with the surface soil. Sift topsoil into minor cracks between sod pieces, then remove excess from the top. Do not lay dormant sod.

J.

On slopes in excess of 20% (5:1), anchor sod with wooden stakes.

K.

Water sod thoroughly with a fine spray immediately after application.

L.

Erect a barrier of stakes and ropes around the perimeter of the sodded areas and post warning signs to deter foot traffic.

M.

Water as necessary to keep the sod damp at all times through germination and initial growth period.

3.7

Cultivation and Cleanup

A. Upon completion of the planting, all excess material shall be removed and disposed of at a location off-site. Bring the finish grade in planter areas to a uniform grade, 1-1/2" below all adjacent paving or hard surfaces. Loosen the soil surrounding each individual plant to a distance of three (3) feet around each new tree and large shrub and 12" around each new small shrub and ground cover.

3.8

Maintenance and Restoration

A. The Contractor will ensure adequate and proper care of all plants and work done on this project until final acceptance, but in no case less than 30 days following Substantial Completion. This will include keeping all plants in a healthy growing condition by watering, cultivating, pruning, and spraying, keeping the planting areas free from insect infestation, weeds and grass, litter, and debris, and retaining the finish grade in a neat and uniform manner. Plant crowns, runners, and branches will be kept free of mulch at all times.

B. Protect all lawn areas from vehicle and pedestrian traffic.

C. Repair all sod areas damaged by any cause prior to final acceptance.

D. The lawn establishment period will begin immediately after the lawn planting area has been accepted by the Landscape Architect, will extend for a minimum of 30 days or until the end of the contract, and will consist of caring for all lawn areas within the project limits of work.

E. During the lawn establishment period, the Contractor will be responsible for ensuring healthy growth of the turfgrass. This responsibility includes all labor and materials necessary keep the project in a presentable condition, including, but not limited to, litter removal, mowing, trimming, weed control, removal of grass clipping, edging, and any necessary re-sodding and repair.

F. During the lawn establishment period the Contractor will as often as conditions dictate mow the turfgrass to a cutting height of 1-1/2". The turfgrass shall never exceed 3" in height and all clipping will be removed from the site.

G. During the months of March through September, the Contractor will edge at least once every month or as directed by the Landscape Architect.

H. During the months of March through September, the Contractor will apply water to sodded areas at an even rate of 1" of water per week, although the Landscape Architect may change this rate as conditions warrant.

I. Final acceptance of the lawn areas will be based on he presence of a uniform stand of grass at a uniform grade at the time of final inspection. Areas 24" square and large that are bare, have a poor stand of grass, or have an finish grade that is not uniform will be at the Contractor's expense re-graded, re-sodded, and fertilized as specified herein.

J. Upon completion of the initial planting, the Landscape Architect will make an inspection of all plantings and notify the Contractor in writing of any replacements or corrective actions necessary to meet the provisions of the Contract Documents. The Contract will then replace all the rejected or missing plants and perform the specified corrective measures.

K. All replacement plants will be of the same species, size, and quality. All rejected plants will be replaced within 30 days of notification.

3.9

Acceptance

A. Upon receipt of a written request from the Contractor at least seven (7) prior, the Landscape Architect will inspect the planting and maintenance to determine its completion and the beginning of the guarantee period. All plants must be alive and healthy in order for the installation to be considered complete. Where inspected work does not comply with the requirements of the Contract Documents, replace rejected work and continue to perform the specified maintenance until the Landscape Architect re-inspects the work and finds it acceptable. Remove rejected plants and materials from the site.

END OF SECTION

H O R I Z O N
DESIGN AND DEVELOPMENT
PLANNING LANDSCAPE ARCHITECTURE
DEVELOPMENT CONSULTING
14607 San Pedro Ave., Suite 200
San Antonio, Texas 78232
210.831.8564 jrobinson@horizondesign-sa.com

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OWNER

LockAway Storage

18881 Von Karmen Ave., Suite 150
Irvine, CA 92612

PROJECT

**LockAway Storage
Building Addition**

200 Roy Richard Dr.
Schertz, TX 78154

REVISIONS

PROJECT NUMBER

2019-212

Drawn By: jv

Checked By: jr

Sheet Title:

**LANDSCAPE
SPECIFICATIONS**

Sheet Number:

L2.0

Issue Date:

May 29, 2020

EXISTING PROTECTED TREE INVENTORY

May 27, 2020

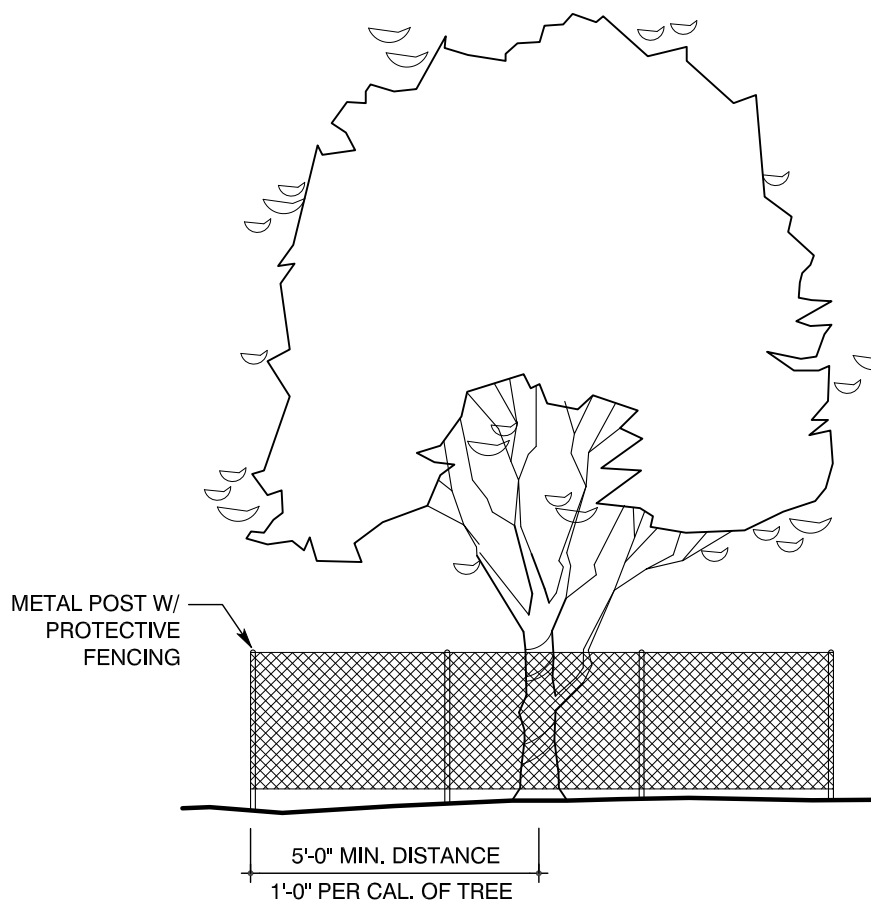
TAG #	SPECIES	SIZE	PROTECTED PRESERVED	PROTECTED REMOVED	HERITAGE PRESERVED	HERITAGE REMOVED (3:1)	EXEMPT	COMMENTS
2029	Elm	11	11					
2030	Elm	8	8					
2031	Elm	9	9					
2032	Elm	9	9					
2033	Elm	10	10					
2034	Texas Ash	23	23					
2035	Texas Ash	22	22					
2036	Elm	16	16					
2037	Elm	15	15					
2038	Elm	11	11					
2039	Elm	23	23					
TOTALS		157	157	0	0	0	0	

TREE PRESERVATION SUMMARY

TOTAL CAL. INCHES ON-SITE:	157
TOTAL EXEMPT CAL. INCHES ON-SITE:	0
PROTECTED CAL. INCHES ON-SITE:	157
Protected Cal. Inches Preserved:	157
Protected Cal. Inches Removed:	0
Protected Class Mitigation Due (1:1):	0.0
HERITAGE CAL. INCHES ON-SITE:	0
Heritage Cal. Inches Preserved	0
Heritage Cal. Inches Removed	0
Heritage Class Mitigation Due (3:1):	0.0
Overall Preservation Ratio:	100.00%
Required Overall Preservation Ratio:	25%
TOTAL MITIGATION DUE:	0

EXISTING TREE PRESERVATION AND REMOVAL NOTES:

- UNLESS OTHERWISE SPECIFICALLY INDICATED, THIS DOCUMENT SHOWS ONLY EXISTING PROTECTED-SIZE TREES AS DEFINED BY THE CITY OF SAN ANTONIO UNIFIED DEVELOPMENT CODE (THE "UDC") IN EFFECT ON THE DATE HEREOF. CONTRACTOR IS SOLELY RESPONSIBLE FOR INSPECTING THE PROJECT SITE AND DETERMINING FOR HIMSELF IF OTHER EXISTING TREES, SHRUBS, OR VEGETATION ARE PRESENT WHICH MUST BE REMOVED IN ORDER TO CONSTRUCT THE IMPROVEMENTS PROPOSED HEREBY.
- BY ACT OF SUBMITTING A BID TO REMOVE THE EXISTING TREES SHOWN ON THIS PLAN, CONTRACTOR WARRANTS THAT HE (A) HAS PERSONALLY VISITED THE PROJECT SITE, (B) HAS INVESTIGATED THE EXISTING CONDITIONS SUFFICIENTLY TO DETERMINE WHAT, IF ANY, ADDITIONAL EXISTING TREES, SHRUBS, AND VEGETATION MUST BE REMOVED IN ORDER TO CONSTRUCT THE IMPROVEMENTS PROPOSED HEREBY, AND (C) HAS A CLEAR UNDERSTANDING OF THE TERMS "PROTECTED TREE, SIGNIFICANT TREE, HERITAGE TREE, AND FLOOD PLAIN, AND OF ANY OTHER CITY GUIDELINES, STANDARDS, AND REQUIREMENTS WHICH MAY IMPACT REMOVAL OF THE EXISTING TREES DEPICTED ON THIS PLAN. IN THE EVENT CONTRACTOR ENCOUNTERS ADDITIONAL EXISTING TREES, SHRUBS, AND VEGETATION NOT SHOWN ON THIS PLAN, BUT WHICH MUST REASONABLY BE REMOVED IN ORDER TO CONSTRUCT THE IMPROVEMENTS PROPOSED HEREBY, CONTRACTOR SHALL REMOVE THE ADDITIONAL EXISTING TREES, SHRUBS, AND VEGETATION AT NO ADDITIONAL COST TO THE OWNER, SUBJECT TO ANY APPLICABLE REQUIREMENTS, GUIDELINES, STIPULATIONS, OR APPROVALS ENFORCED BY THE CITY OF SAN ANTONIO.

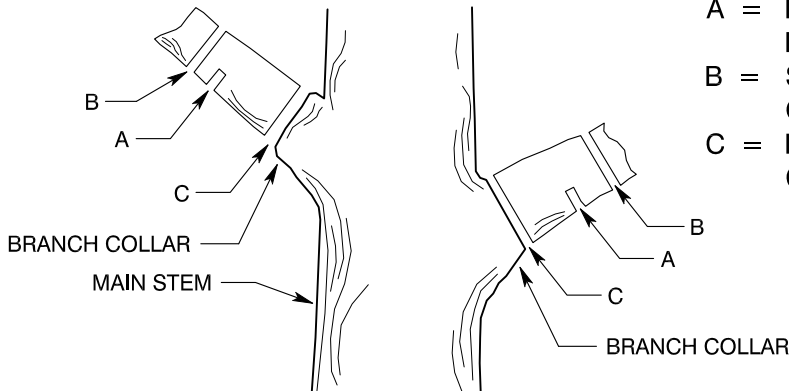


TREE PROTECTION DETAIL

NOT TO SCALE

PRUNING NOTES:

- ALL PRUNING IS TO BE DONE BY A LICENSED ARBORIST UNDER THE FIELD DIRECTION OF THE OWNER AND/OR LANDSCAPE ARCHITECT.
- WHERE FEASIBLE, PRUNE TREES BEFORE COMMENCEMENT OF CONSTRUCTION.
- PAIN



TREE PRUNING DETAIL

NOT TO SCALE

- NOTES:
- LANDSCAPE SUBCONTRACTOR TO PROVIDE PRUNING AND FERTILIZATION FOR ALL EXISTING TREES TO BE PRESERVED BY A CITY OF SAN ANTONIO TREE MAINTENANCE LICENSED AND I.S.A. CERTIFIED ARBORIST.
 - APPLY APPROVED SLOW-RELEASE FERTILIZER INJECTED INTO SOIL BEFORE CONSTRUCTION COMMENCES AND AGAIN AFTER CONSTRUCTION IS COMPLETE.
 - ALL PRUNING OF EXISTING TREES MUST COMPLY WITH THE CITY OF SAN ANTONIO'S APPROVED PRUNING DETAIL AND IS TO BE DONE UNDER THE FIELD DIRECTION OF THE OWNER AND/OR LANDSCAPE ARCHITECT.
 - PROTECTIVE FENCING MUST BE IN PLACE BEFORE ANY CONSTRUCTION ACTIVITIES MAY COMMENCE.
 - PROTECTIVE FENCING TO BE A MIN. 4'-0" HT. EXTENDING FROM TRUNK 12" PER CALIPER INCH OF TREE (MINIMUM 3'-0" ON ONE SIDE ONLY). THE OPTIMUM DISTANCE IS TO INSTALL FENCE DIRECTLY BENEATH DRIPLINE OF TREE AS SHOWN.
 - PROTECTIVE FENCING TO BE STAKED IN FIELD BY CONTRACTOR AND APPROVED BY OWNER AND/OR LANDSCAPE ARCHITECT.
 - DURING CONSTRUCTION, NO EXCESS SOIL, FILL MATERIAL, EQUIPMENT, LIQUIDS, OR CONSTRUCTION DEBRIS SHALL BE PLACED WITHIN THE PROTECTIVE FENCING. NOR SHALL ANY SOIL BE REMOVED FROM WITHIN THE FENCING.
 - APPLY COARSE GROUND OR SHREDDED ORGANIC BARK MULCH TO 6" DEPTH @ ALL EXISTING TREES TO BE PRESERVED.
 - THE PROPOSED FINISH GRADE WITHIN THE ROOT PROTECTION ZONE (RPZ) OF ANY TREE TO BE PRESERVED SHALL NOT BE RAISED OR LOWERED MORE THEN THREE (3) INCHES.

HORIZON
DESIGN AND DEVELOPMENT

PLANNING LANDSCAPE ARCHITECTURE
DEVELOPMENT CONSULTING
14607 San Pedro Ave., Suite 200
San Antonio, Texas 78232
210.831.8564 jrobinson@horizondesign-sa.com



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OWNER

LockAway Storage

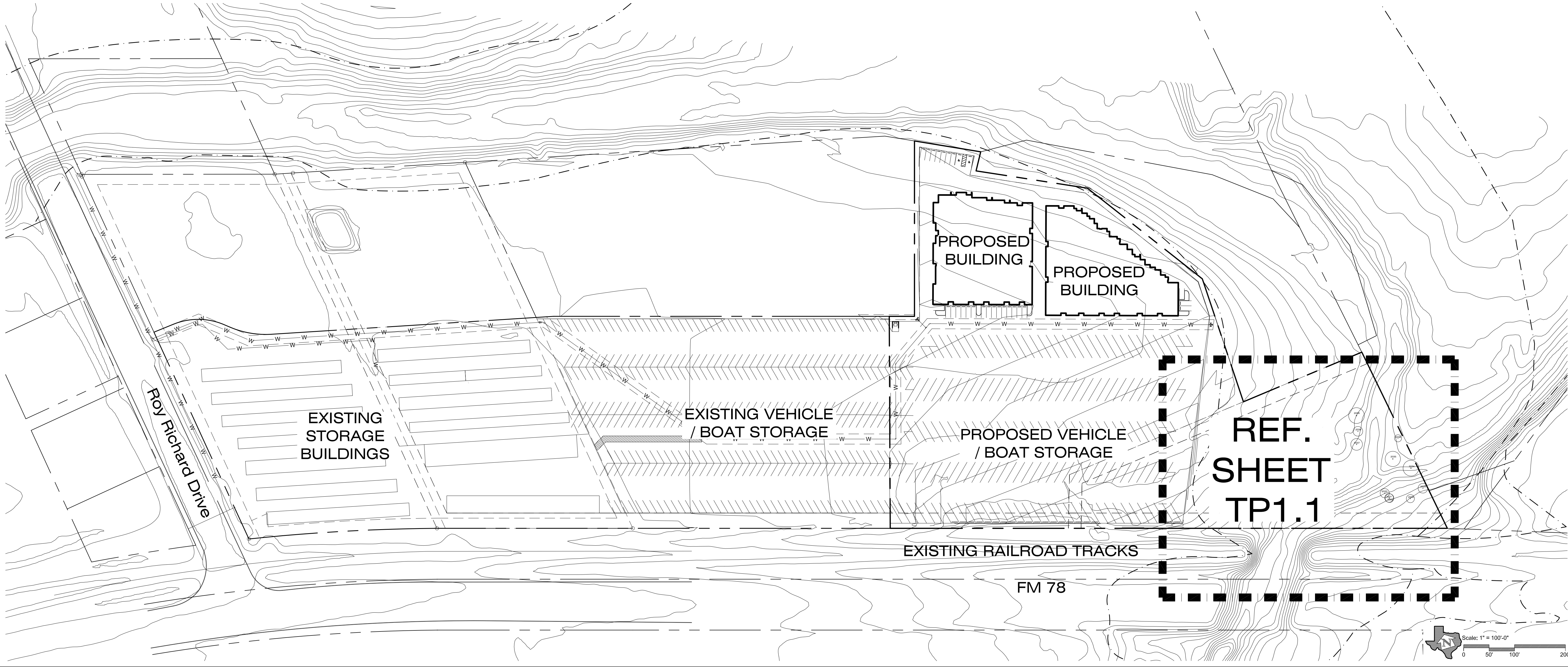
18881 Von Karmen Ave., Suite 150
Irvine, CA 92612

PROJECT

LockAway Storage
Building Addition

200 Roy Richard Dr.
Schertz, TX 78154

REVISIONS



PROJECT NUMBER
2019-212

Drawn By: jr

Checked By: jr

Sheet Title:

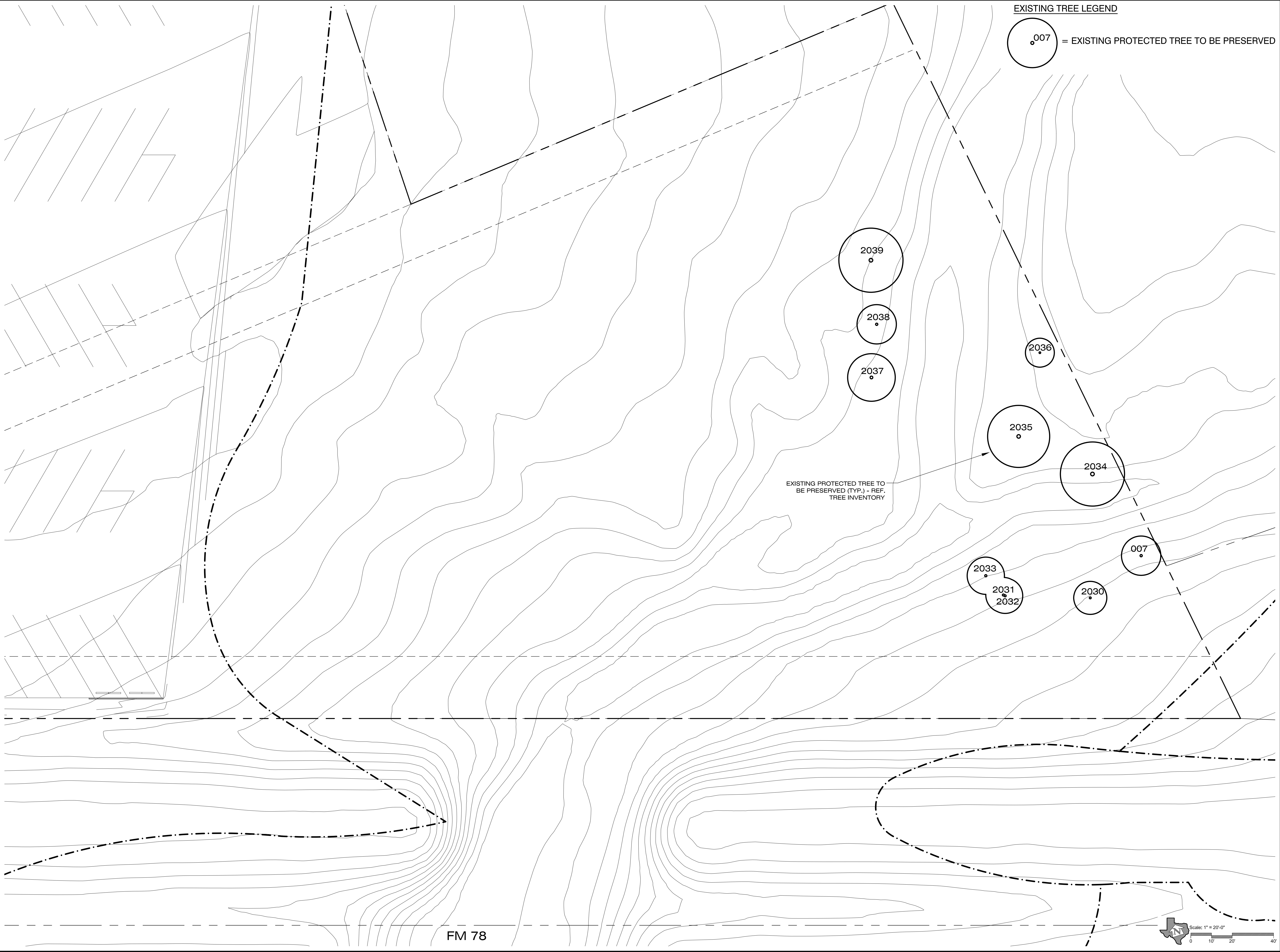
OVERALL TREE
PRESERVATION
PLAN

Sheet Number:

TP1.0

Issue Date:

May 29, 2020



H O R I Z O N
DESIGN AND DEVELOPMENT
PLANNING LANDSCAPE ARCHITECTURE
DEVELOPMENT CONSULTING
14607 San Pedro Ave., Suite 200
San Antonio, Texas 78232
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OWNER
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Irvine, CA 92612

PROJECT
**LockAway Storage
Building Addition**

200 Roy Richard Dr.
Schertz, TX 78154

REVISIONS

PROJECT NUMBER
2019-212

Drawn By: jv
Checked By: jr

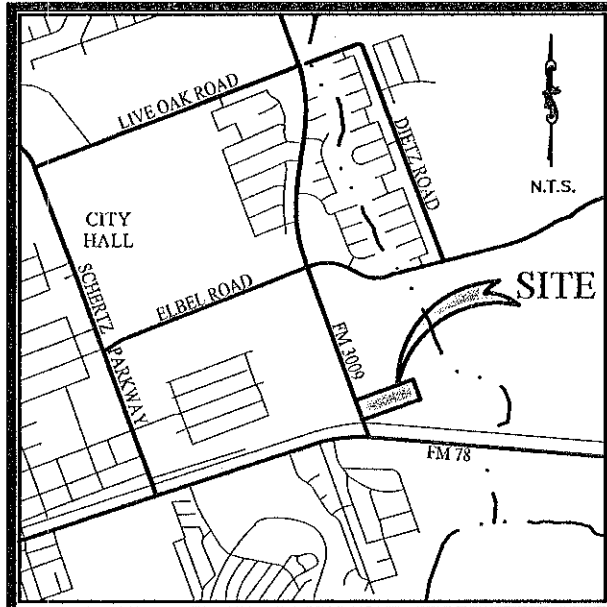
Sheet Title:
**ENLARGED TREE
PRESERVATION
PLAN**

Sheet Number:

TP1.1

Issue Date:

May 29, 2020



LOCATION MAP
N.T.S.

NOTES

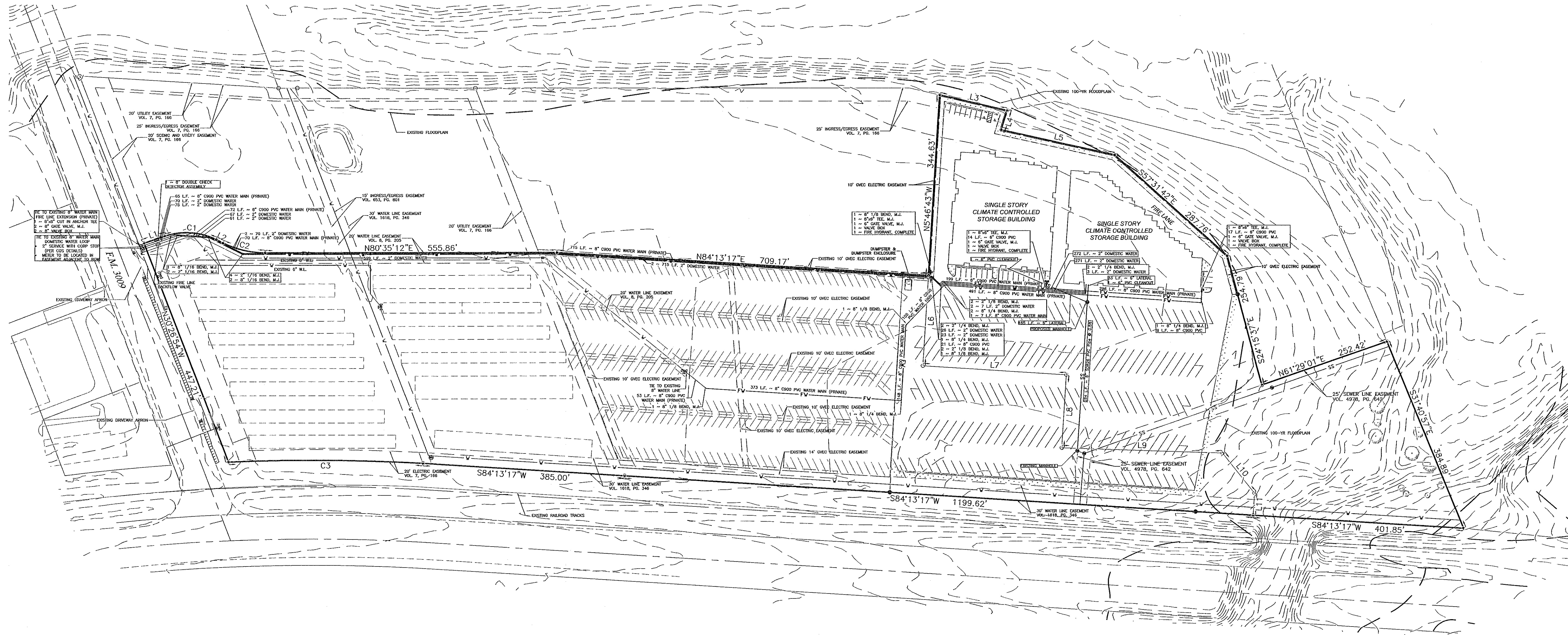
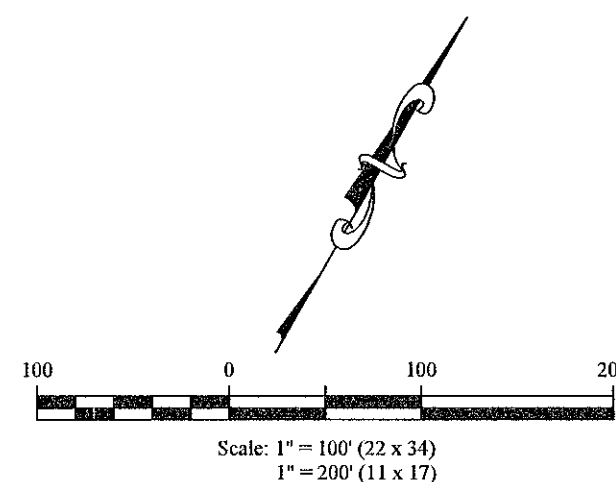
1. THE SUBJECT PROPERTY IS CURRENTLY ZONED GB AND IS 36.29 ACRES.
2. ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 240 & 228, DATED November 2, 2007, IS LOCATED IN ZONE(S) AE & X AND IS WITHIN THE 100-YEAR FLOODPLAIN.
3. EXISTING MANHOLE INVERT ELEVATIONS MUST BE FIELD VERIFIED BEFORE CONSTRUCTION.
4. FIRE MAIN EXTENSION MUST MEET CITY OF SCHERTZ REQUIREMENTS FOR MATERIALS AND SPECIFICATIONS.

Curve Table					
Curve #	Length	Radius	Delta	Tangent	Chord Bearing
C1	101.32'	129.00'	45°00'00"	53.43'	98.73' N84°33'18"E
C2	83.15'	180.00'	26°28'06"	42.33'	82.42' S86°10'45"E
C3	370.45'	3816.77'	5°33'40"	185.37'	370.30' S80°58'50"W

Line Table		
Line #	Length	Direction
L1	41.48'	N62°03'18"E
L2	13.99'	S72°56'42"E
L3	131.91'	S86°29'21"E
L4	38.49'	S75°12'26"W
L5	221.47'	S86°56'45"E
L6	172.06'	S5°46'43"E
L7	273.94'	N84°13'17"E
L8	139.31'	S5°46'43"E
L9	306.33'	N82°30'11"E
L10	97.77'	S47°57'28"E
L11	41.96'	S5°46'43"E

LEGEND

- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING BUILDING
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING PARKING STRIPE
- EXISTING RAILROAD TRACKS
- EXISTING EASEMENT
- FOUND 1/2" IRON ROD
- SET IRON ROD WITH YELLOW CAP
- BUILDING
- WATER LINE
- SANITARY SEWER LINE
- GVEC ELECTRIC EASEMENT
- PARKING STRIPE
- EDGE OF CONCRETE
- LANDSCAPE AREA



LOCKAWAY STORAGE 200 ROY RICHARDS DRIVE UTILITY PLAN

BEING 13.74 ACRES OF LAND, MORE OR LESS, OUT OF THE O. MALPAZ SURVEY NO. 67, ABSTRACT 221, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS BEING 6.78 ACRES OUT OF LOT 2R, BLOCK 1, OF THE SANDERS SUBDIVISION AS RECORDED IN VOLUME 7, PAGE 186 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS AND 13.74 ACRES OUT OF A 32.881 ACRE TRACT DESCRIBED IN VOLUME 876 PAGE 437 OF THE OFFICIAL RECORDS OF GUADALUPE COUNTY, TEXAS.

RECORD OWNERS/DEVELOPERS:

3621 WHITESTONE BLVD, LLC
A TEXAS LIMITED LIABILITY COMPANY
2055 3rd AVENUE SUITE 200
SAN DIEGO, CA 92101
949-275-1955

LOCK AWAY 200 ROY RICHARD DRIVE, LLC
A TEXAS LIMITED LIABILITY COMPANY
2055 3rd AVENUE SUITE 200
SAN DIEGO, CA 92101
949-275-1955

LOCKAWAY STORAGE - 200 ROY RICHARDS DRIVE

UTILITY PLAN

CITY OF SCHERTZ, TEXAS

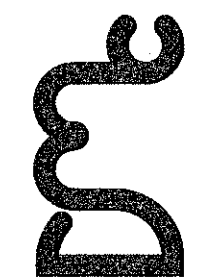
SHEET
C3.00

DRAWN BY: J. McNEW CHECKED BY: EIM

DATE: December 2020 PROJ. NO.: 19026

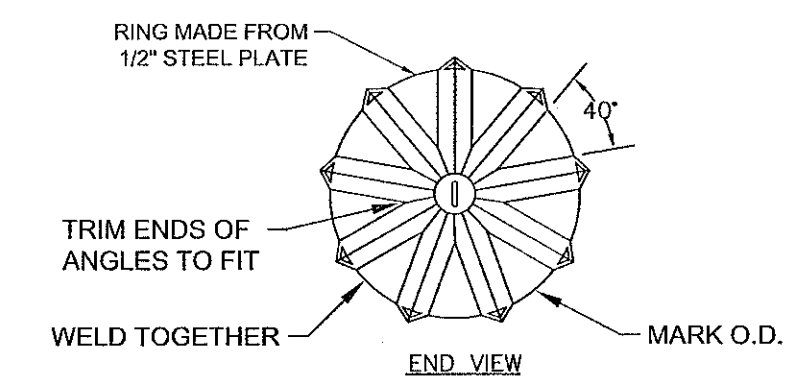
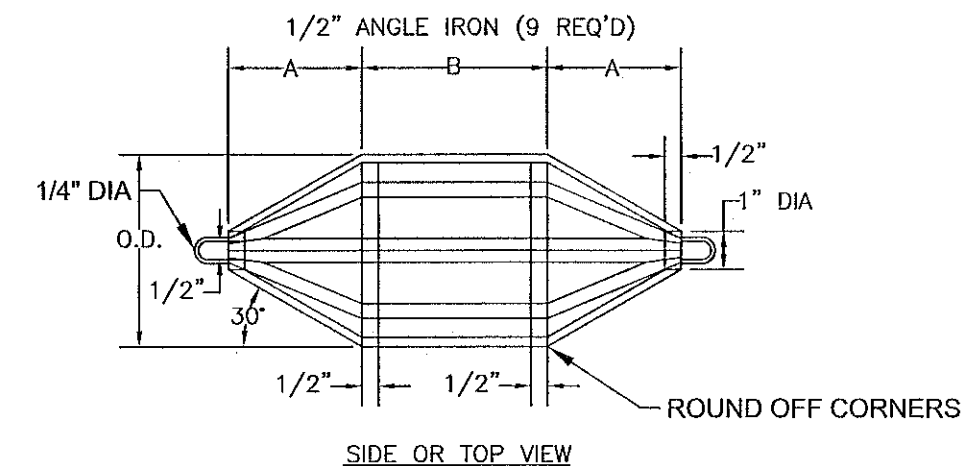


DON MCCRARY & ASSOCIATES, INC.
ENGINEERS & SURVEYORS
523 BRESSPORT
SAN ANTONIO, TEXAS 78216-2602
(210) 349-2651



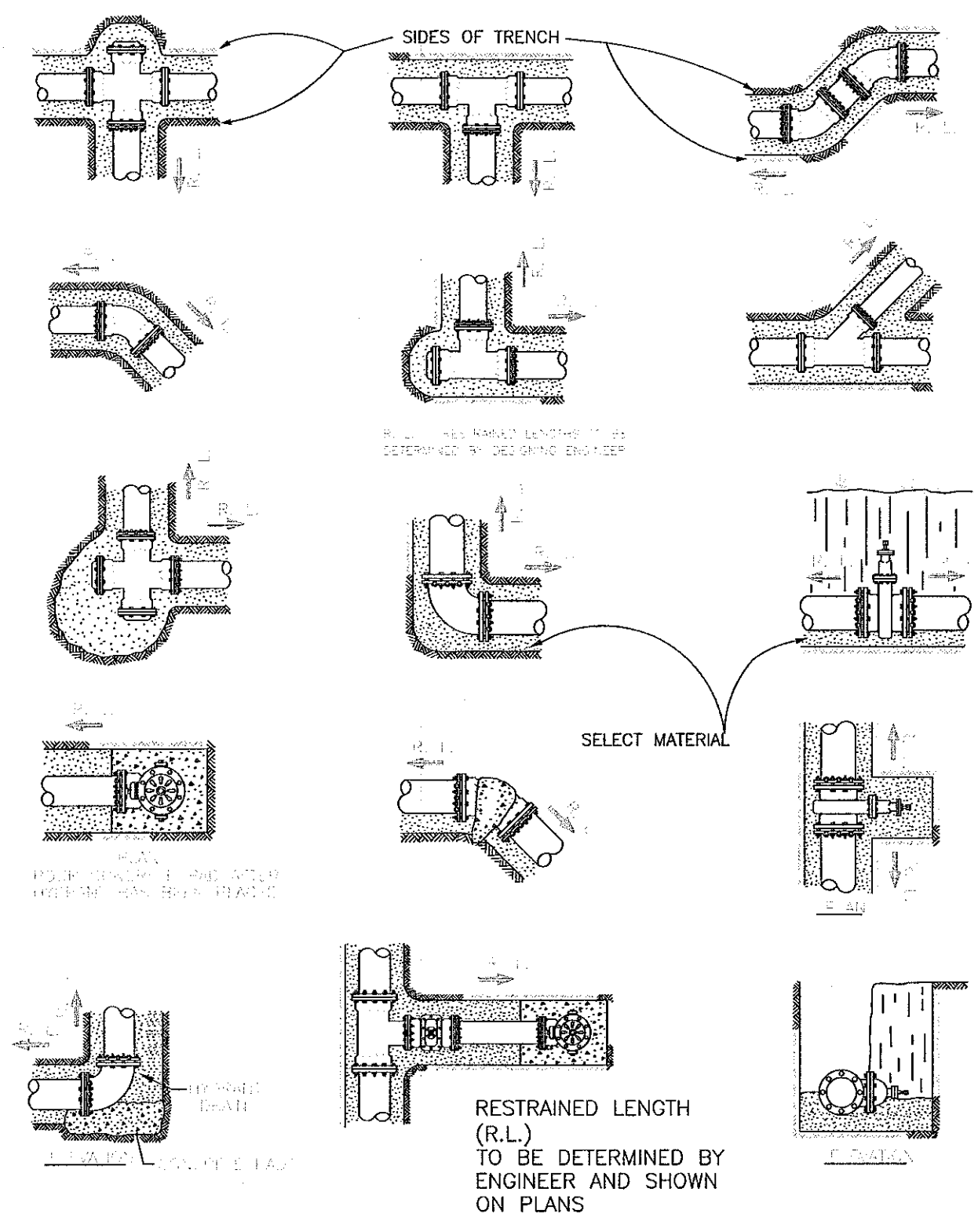
SIZE	A	B	PSM (SDR-26)	PSM (SDR-40)
6"	4.0"	4.5"	5.50	4.79
8"	5.5"	6.0"	7.37	6.66
10"	7.0"	7.5"	9.21	8.50
12"	8.0"	9.0"	10.96	10.25
15"	10.0"	11.0"	13.42	12.71
18"	12.0"	13.5"	—	—
21"	14.0"	16.0"	—	—
24"	16.0"	18.0"	—	—
27"	18.0"	20.0"	—	—

MINIMUM LENGTH CHART

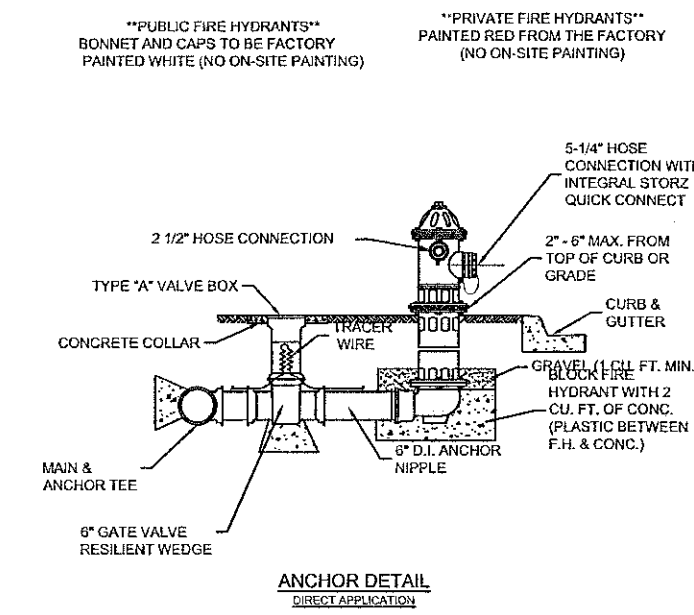


NOTE:
ALL MANDRELS MUST BE APPROVED BY CONSTRUCTION INSPECTIONS AND STAMPED BEFORE USE.

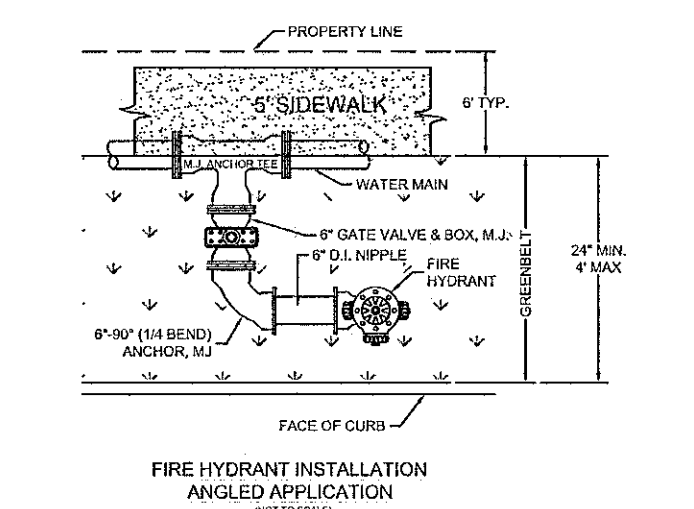
NOTES:
PVC PIPES AND FITTINGS SIX INCHES (6") TO FIFTEEN INCHES (15") IN DIAMETER SHALL CONFORM TO ASTM D-3034.
PVC PIPES AND FITTINGS EIGHTEEN INCHES (18") TO TWENTY-SEVEN INCHES (27") IN DIAMETER SHALL CONFORM TO ASTM F-679.
THIS INFORMATION IS PROVIDED AS A REFERENCE. ALL DEFLECTION TESTING SHALL BE DONE IN ACCORDANCE WITH TCEQ RULES AND REGULATIONS, TAC TITLE 30 PART 1 CHAPTER 217.57.



RESTRAINED LENGTH (R.L.) TO BE DETERMINED BY ENGINEER AND SHOWN ON PLANS



COLOR CODE PUBLIC HYDRANTS
FIRE HYDRANT BONNET SSFC PAINT NO. 21 (WHITE)
FIRE HYDRANT CAPS SAME AS BONNET COLOR
FIRE HYDRANT MARKER SSFC PAINT NO. 25 (RED)
FIRE HYDRANT COMPLETE SSFC PAINT NO. 25 (RED)



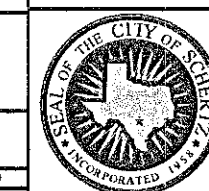
- CONSTRUCTION KEY NOTES:
1. PUMPER NOZZLE TO BE FACING THE TRAVELED WAY, PERPENDICULAR TO THE ROAD.
 2. NO HYDRANT SHALL PROTRUDE PAST BACK OF CURB.
 3. DO NOT CUT TRACER WIRE IN VALVE BOX.
 4. POLYETHYLENE WRAP BETWEEN ALL CONCRETE AND MECHANICAL BENDS (SPEC. 02320).
 5. ANY TIE-IN SHALL BE COORDINATED BY THE CONTRACTOR WITH THE PUBLIC WORKS DEPT.
 6. NO OBSTRUCTIONS WILL BE PERMITTED WITHIN 5 FT. IN ALL DIRECTIONS OF FIRE HYDRANT.
 7. (PER PW DESIGN GUIDE & TECH. SPECIFICATIONS), PRESSURE TEST OF ALL WATER LINES SHALL BE AT 200 PSI FOR A DURATION OF 4 HOURS.
 8. LOCATE PUMPER NOZZLE CENTER LINE MINIMUM 10' ABOVE GRADE, MAXIMUM 21'.

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DEFLECTION TESTING MANDREL
P.W. SPECIFICATION SECTION 02085
ENGINEERING AND PUBLIC WORKS

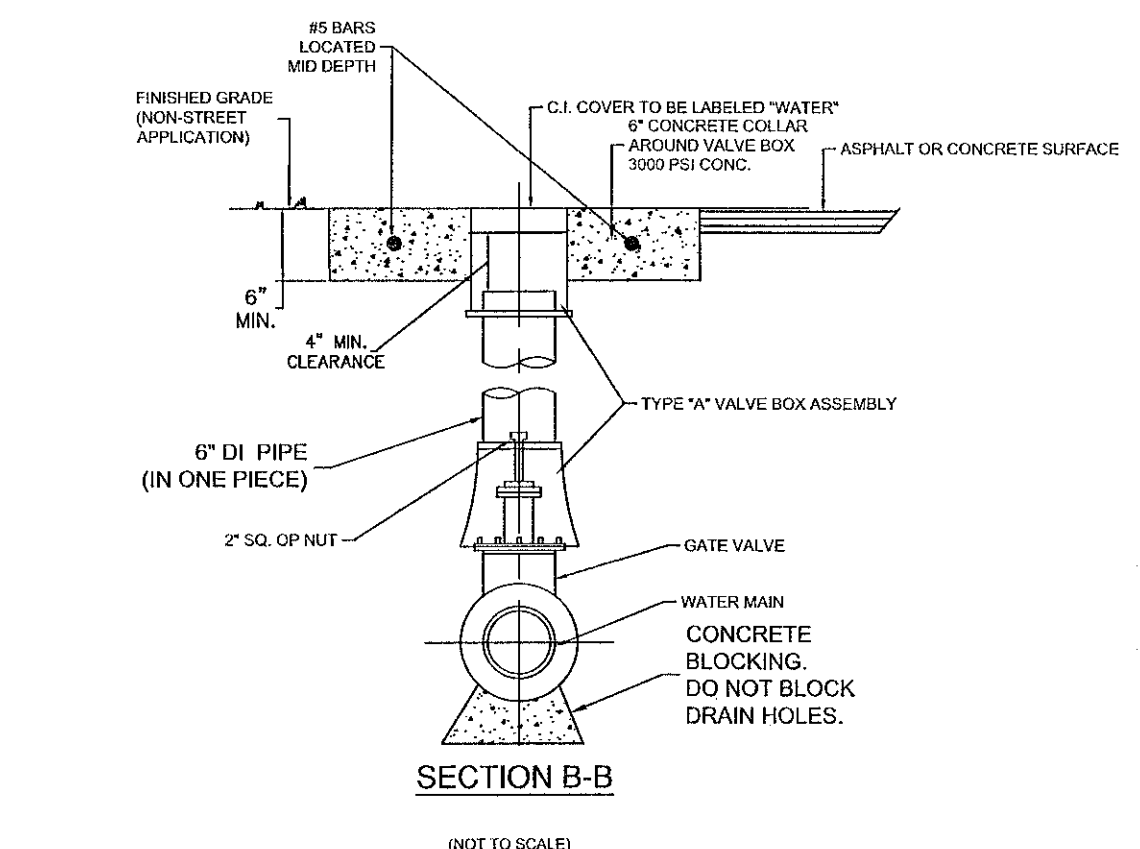
SCHERTZ
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RESTRAINTS FOR FITTINGS
P.W. SPECIFICATION SECTION 02081
ENGINEERING AND PUBLIC WORKS



CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS
STANDARD DETAIL

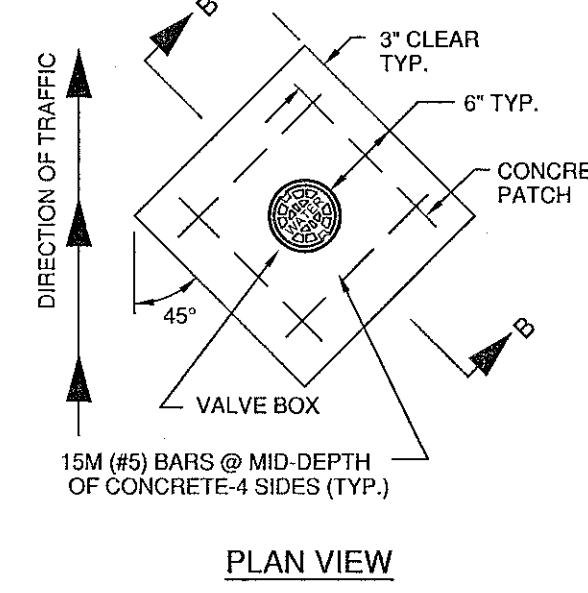
FIRE HYDRANT
P.W. TECH. SPEC. SECTION 02300
SHEET NUMBER: 1
PROJECT NO.: 2019-001
DATE: 02/01/2020
DRAWN BY: JCP
CHECKED BY: KRW
SHEET NO.: 1X



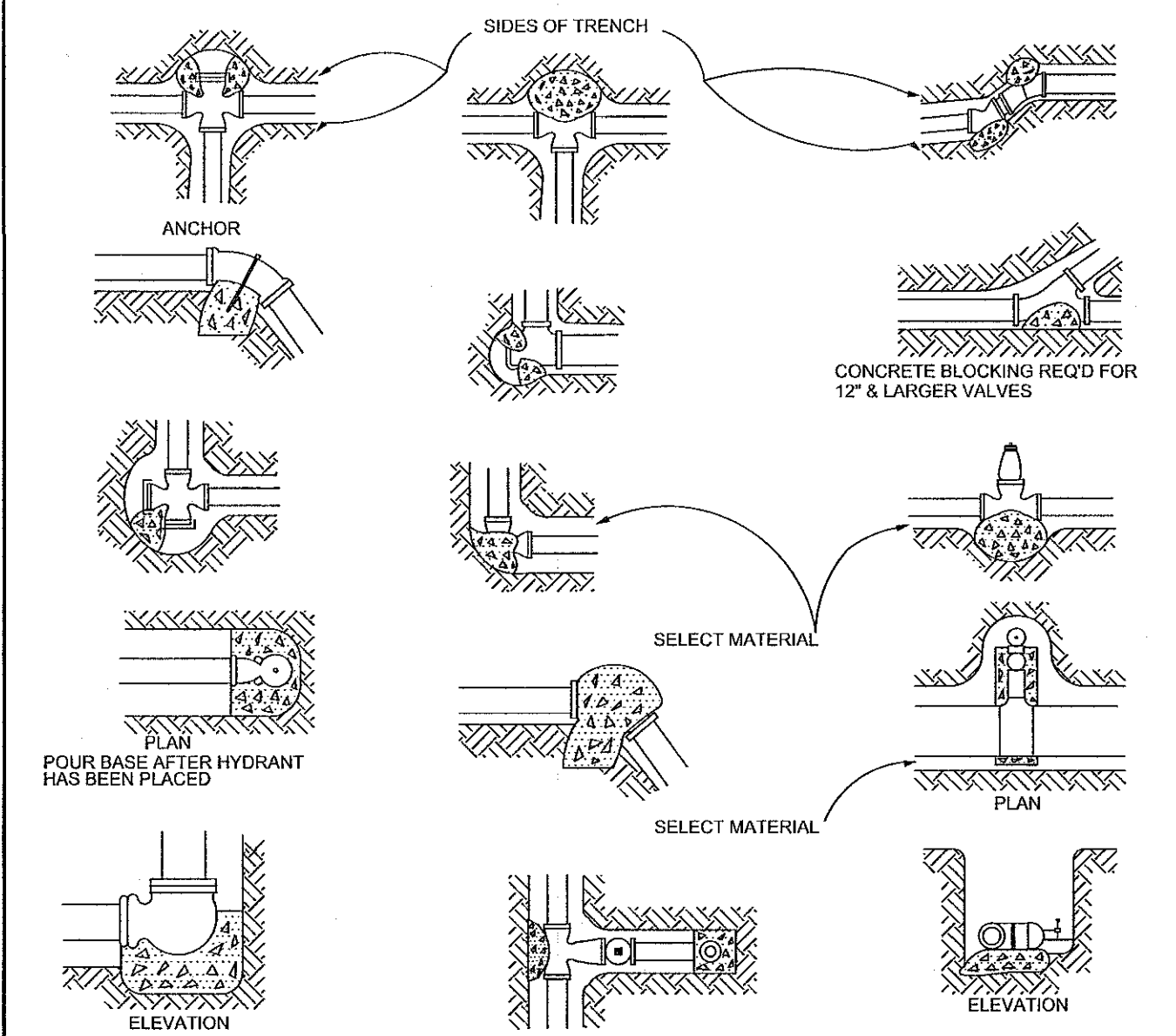
SECTION B-B

(NOT TO SCALE)

- NOTES:
1. SUBGRADE SHALL BE COMPACTED AS PER SPECIFICATIONS.
 2. VALVE CASTINGS SHALL BE ADJUSTED TO GRADE AFTER FINAL LIFT OR FINAL GRADE IS IN PLACE.
 3. CLEAN VALVE BOX OF ALL DEBRIS DOWN TO THE BASE OF THE VALVE.
 4. EXISTING RISER PIPE SHALL BE REPLACED WITH DUCTILE IRON ELEVATION USING NEW PIPE AND A COLLAR CASTING.
 5. REINFORCING STEEL SHALL MEET SPECIFICATIONS.
 6. VALVES WILL BE ACCOMPANIED BY A "V" ETCHED INTO CURB FACE PAINTED BLUE.



PLAN VIEW



SQUARE FEET OF BLOCKING REQUIRED FOR ROCK EXCAVATION (3000 psi concrete)					SQUARE FEET OF BLOCKING REQUIRED FOR OTHER THAN ROCK EXCAVATION (3000 psi concrete)				
SIZE PIPE	TEES & DEAD ENDS	90° BENDS	45° BENDS	22 1/2° BENDS	SIZE PIPE	TEES & DEAD ENDS	90° BENDS	45° BENDS	22 1/2° BENDS
6"	2	2	1	1	6"	3	4	2	1
8"	3	4	2	1	8"	4	6	4	2
12"	6	9	5	2	12"	10	14	8	4
16"	11	15	8	4	16"	18	25	14	7
18"	14	20	10	5	18"	21	31	17	10

THRUST BLOCKING FOR FITTINGS (NOT TO SCALE)



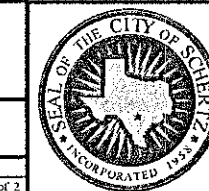
CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS
STANDARD DETAIL

VALVE BOX
P.W. SPECIFICATION SECTION 02085
SHEET NUMBER: 1
PROJECT NO.: 2019-001
DATE: 02/01/2020
DRAWN BY: JCP
CHECKED BY: KRW
SHEET NO.: 1X



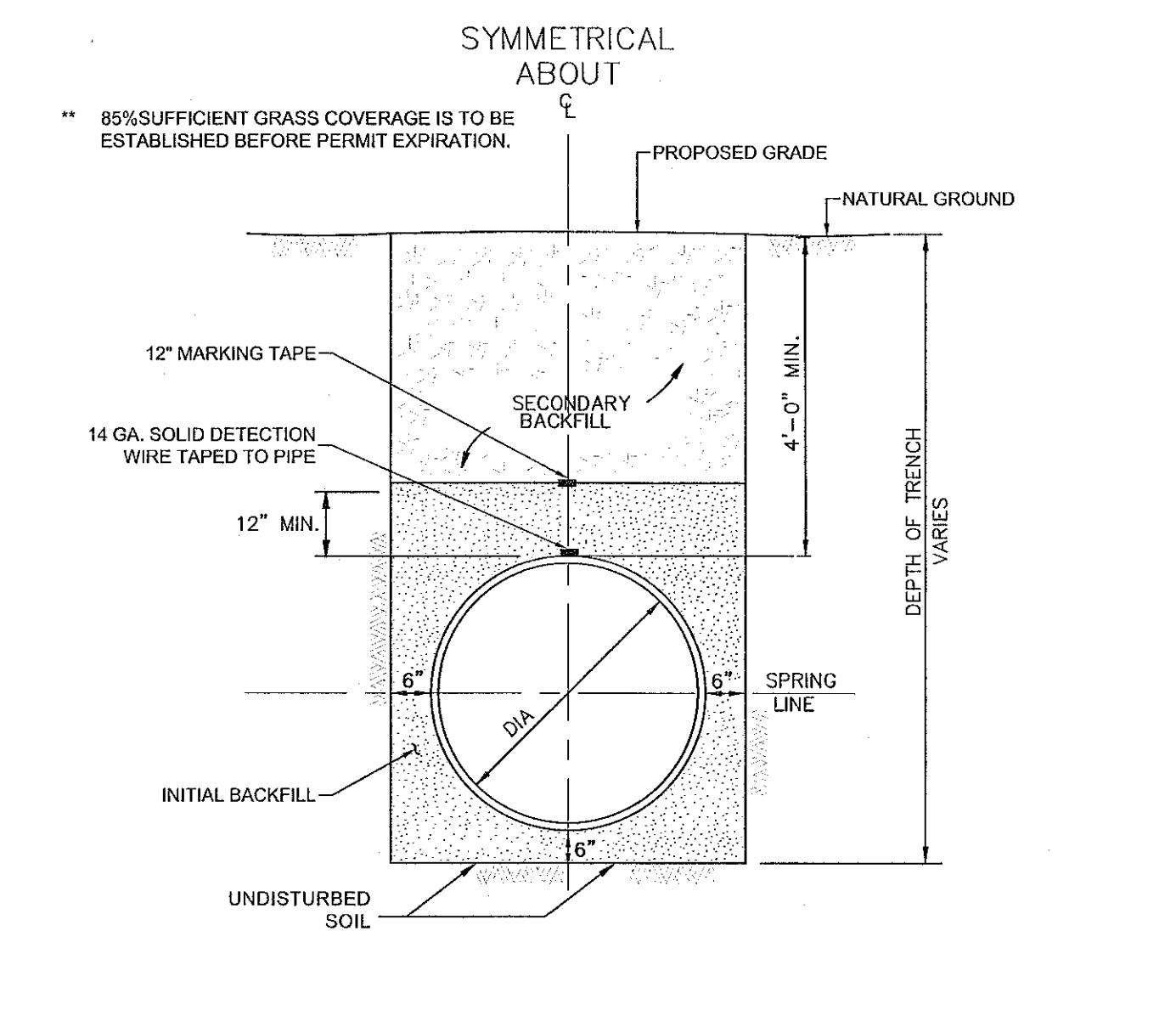
CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS
STANDARD DETAIL

THRUST BLOCKING FOR FITTINGS
P.W. TECH. SPEC. SECTION 02081
SHEET NUMBER: 1
PROJECT NO.: 2019-001
DATE: 02/01/2020
DRAWN BY: JCP
CHECKED BY: KRW
SHEET NO.: 1X

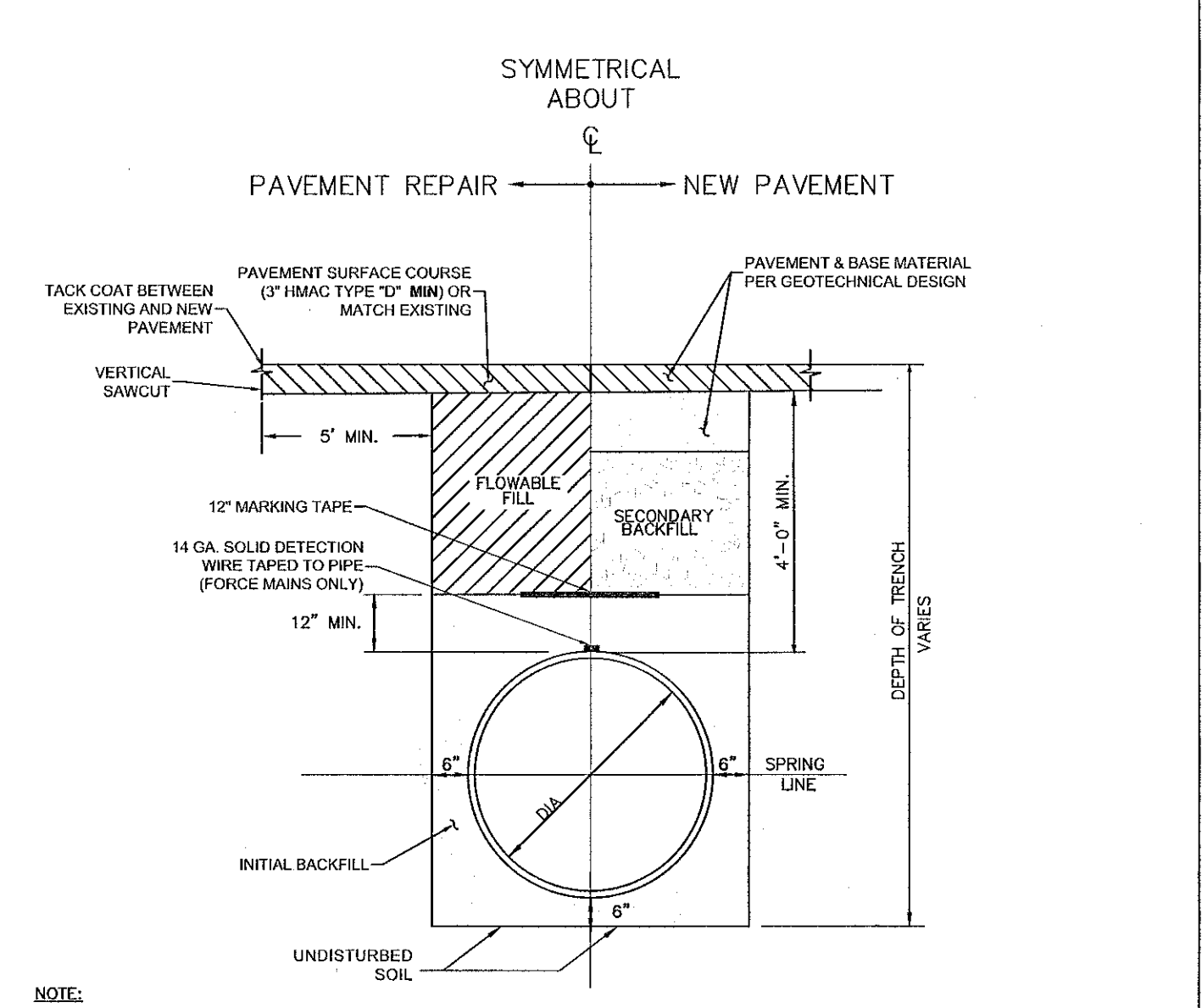


CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS
STANDARD DETAIL

WATER MAIN TRENCH IN UNPAVED AREA
P.W. SPECIFICATION SECTION 02300
SHEET NUMBER: 1
PROJECT NO.: 2019-001
DATE: 02/01/2020
DRAWN BY: JCP
CHECKED BY: KRW
SHEET NO.: 1X



INITIAL BACKFILL:
SAND AROUND PIPE COMPACTED PER SPEC 02320 - UTILITY BACKFILL MATERIALS
SECONDARY BACKFILL:
NATIVE MATERIAL FROM TRENCH PLACED IN MAXIMUM 8" LOOSE LIFTS, FREE OF DEBRIS AND STONES LARGER THAN 4". COMPACTION TO 95% STD PROCTOR DENSITY (ASTM D 698), PER SPEC 02317



- NOTE:
1. PUBLIC WORKS PERMIT REQUIRED FOR ALL STREET CUTS OR TAPS.
 2. SAW CUTS SHALL BE STRAIGHT AND PERPENDICULAR TO THE FLOW OF TRAFFIC.
 3. TACK ALL VERTICAL SURFACES.
 4. IN UNPAVED AREAS, EXTEND SECONDARY BACKFILL UP TO REQUIRED TOP SOIL.
 5. SUBMITTALS-PROVIDE DELIVERY TICKETS INCLUDING SOURCE LOCATION FOR EACH DELIVERY OF MATERIAL.

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MAIN IN TRENCH
P.W. SPECIFICATION SECTION 02300 & 02317
ENGINEERING AND PUBLIC WORKS

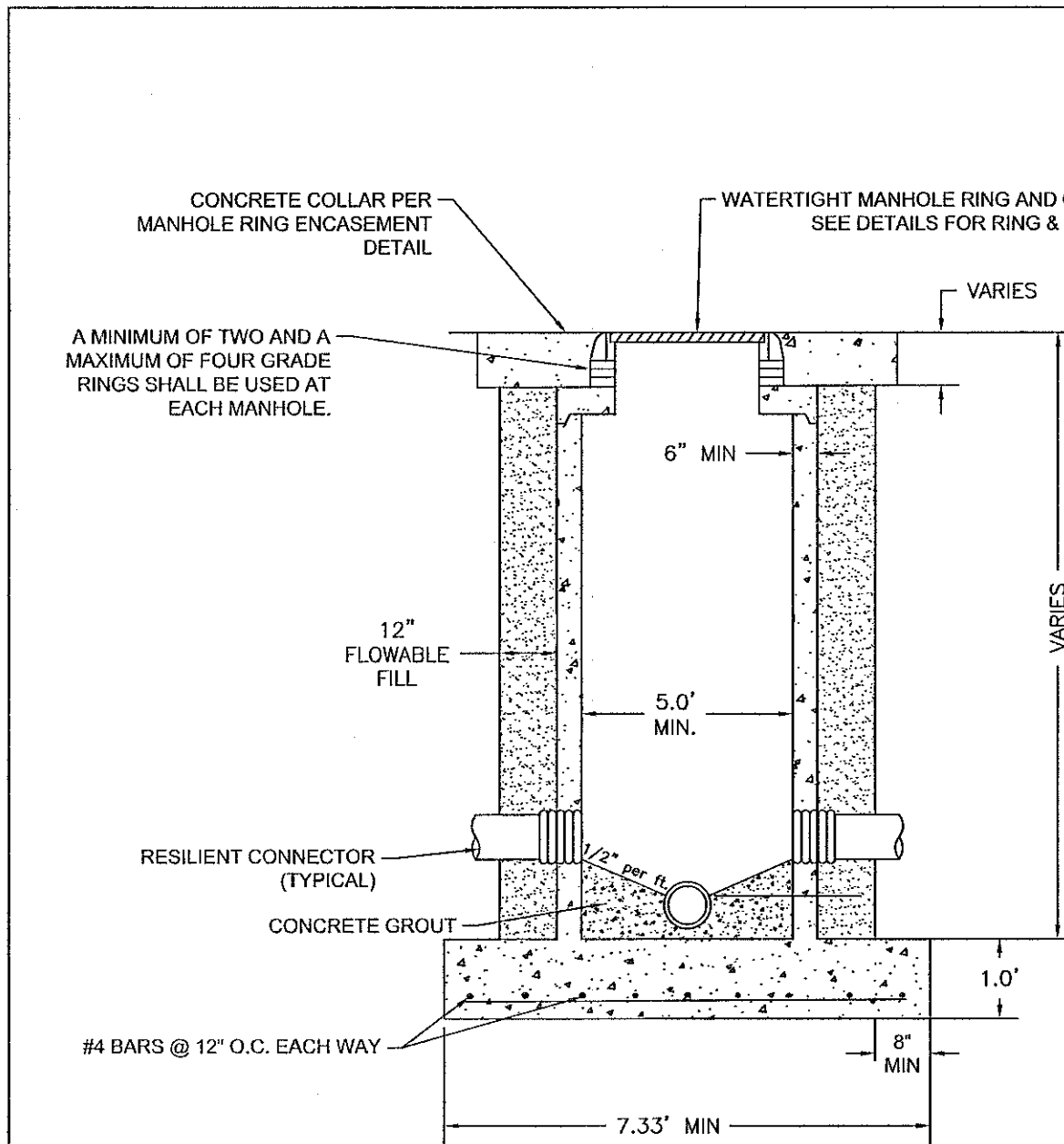
STATE OF TEXAS
REGISTERED PROFESSIONAL ENGINEER
ROBERT DON MCCRARY
34589
Don McCrary
1/4/21

DON MCCRARY & ASSOCIATES, INC.
ENGINEERS & SURVEYORS
3223 BREESBORO
SAN ANTONIO, TEXAS 78216-2602
(210) 349-2251

UTILITY DETAILS
CITY OF SCHERTZ, TEXAS

LOCKAWAY STORAGE - 200 ROY RICHARDS DRIVE
SHEET C3.01
DRAWN BY: J. McNEW
CHECKED BY: EIM
DATE: December 2020
PROJ. NO.: 19026

Date: Dec 31, 2020, 8:40am User ID: jmcnew
File: \\S:\CADD-1\Projects\DWG\19026\SHEET C3.01-3.02 - UTILITY DETAILS.dwg

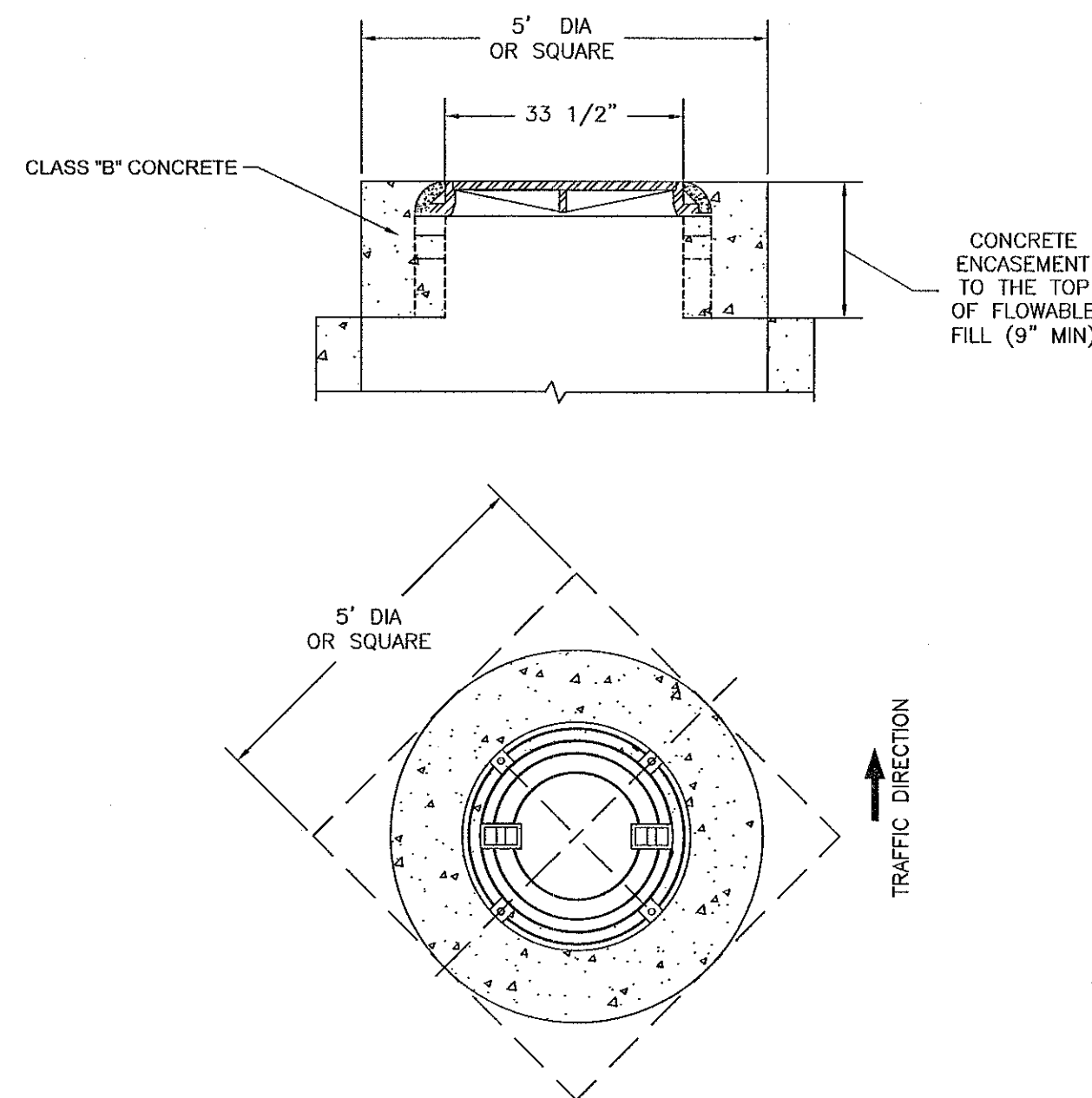


- GENERAL MANHOLE NOTES:
1. FLOWABLE FILL A MINIMUM OF 1-FT. AROUND WALLS, FROM THE BOTTOM OF BASE UP TO THE BOTTOM OF CONCRETE COLLAR, PER SPEC. XXXXX
 2. TOP SECTION SHALL BE FLAT TOP WITH CONCENTRIC HOLE.
 3. WALL REINFORCEMENT TO BE DESIGNED BY ENGINEER.

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MANHOLE

TECHNICAL SPECIFICATION SECTION 02320
ENGINEERING AND PUBLIC WORKS

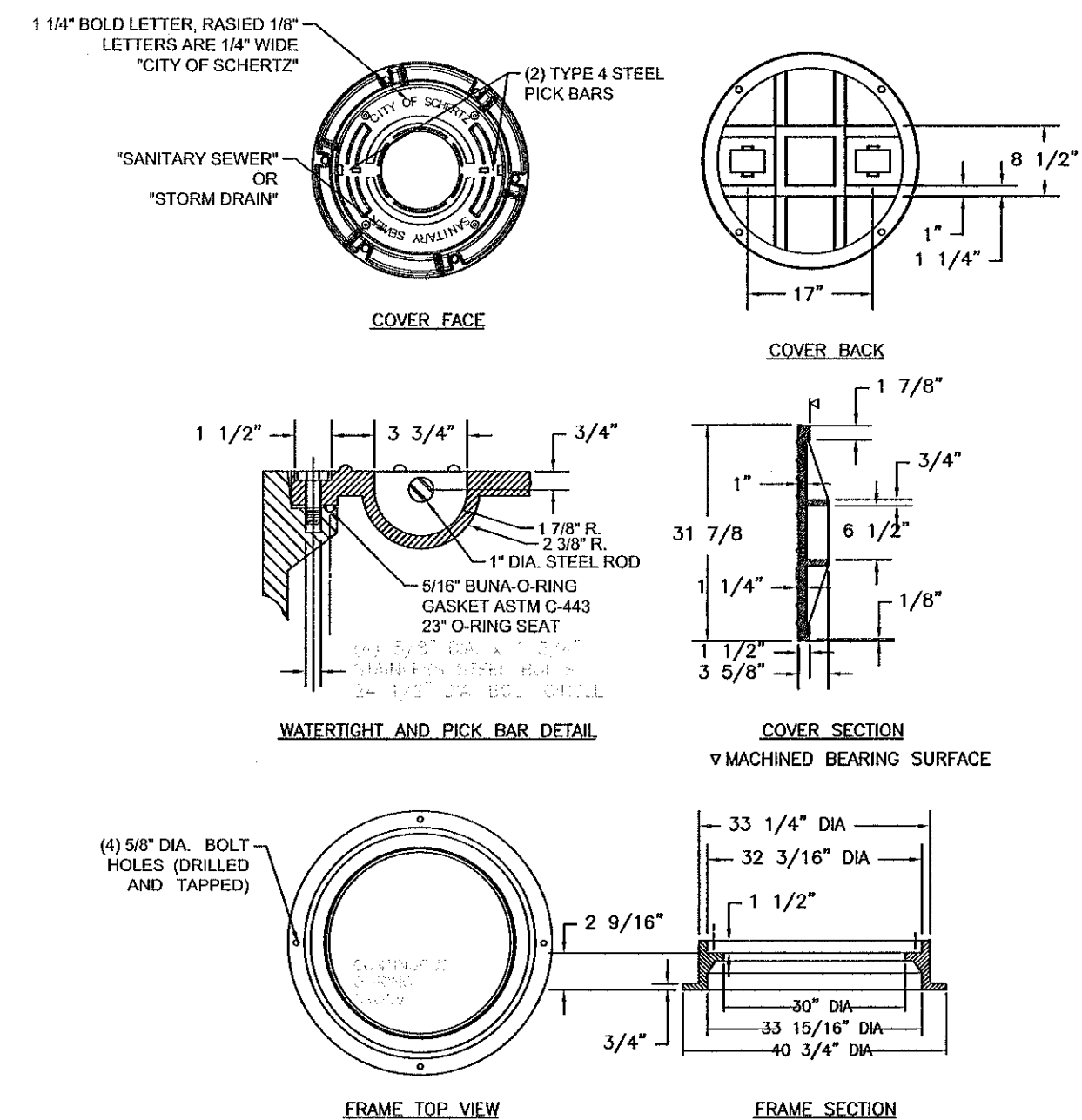


- NOTE:
1. MANHOLE RING ENCASEMENT IS REQUIRED ON ALL MANHOLES.
 2. PAYMENT FOR MANHOLE RING ENCASEMENT SHALL BE INCLUDED IN THE COST OF THE MANHOLE

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MANHOLE RING ENCASEMENT

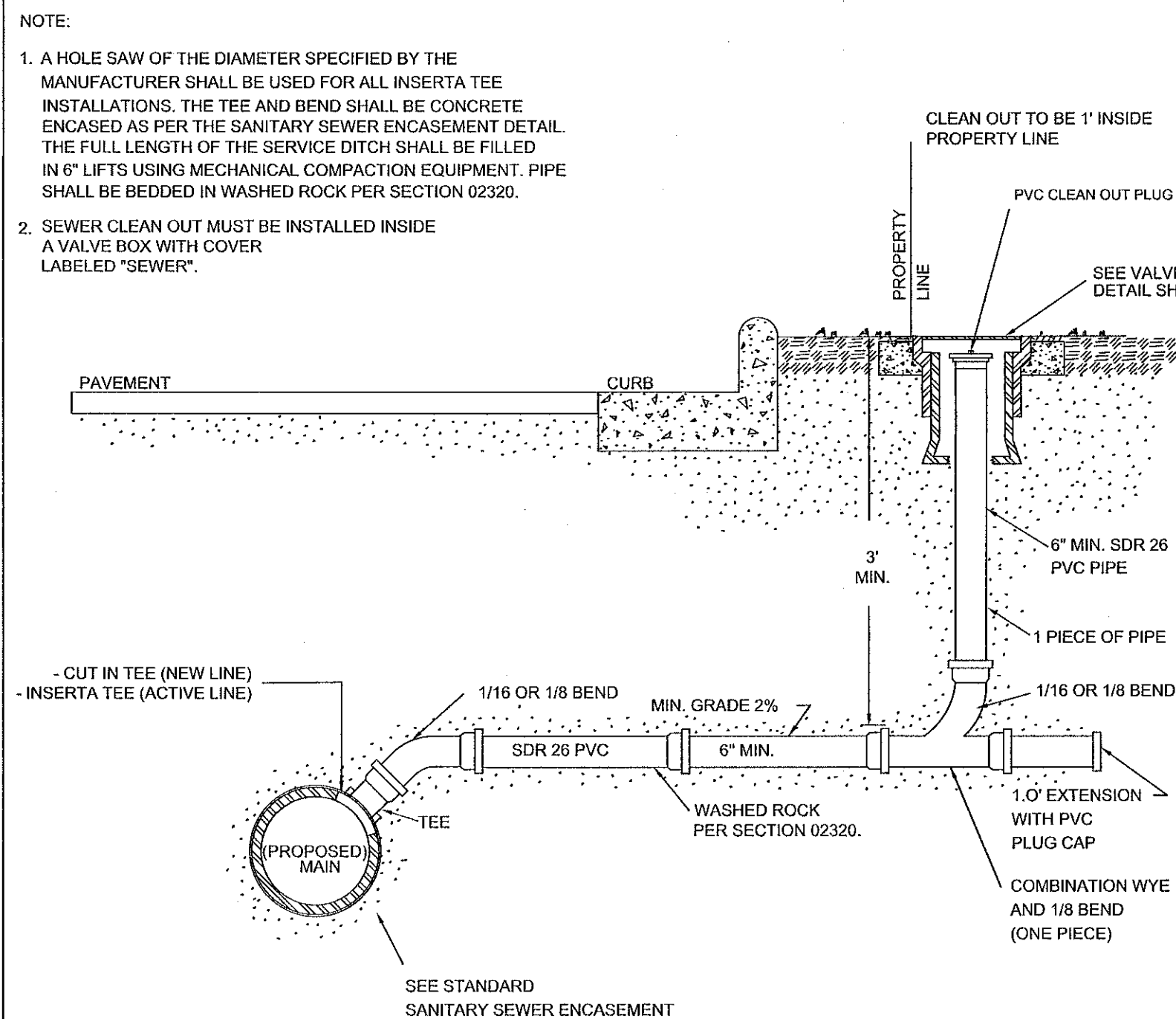
TECHNICAL SPECIFICATION SECTION 02320
ENGINEERING AND PUBLIC WORKS



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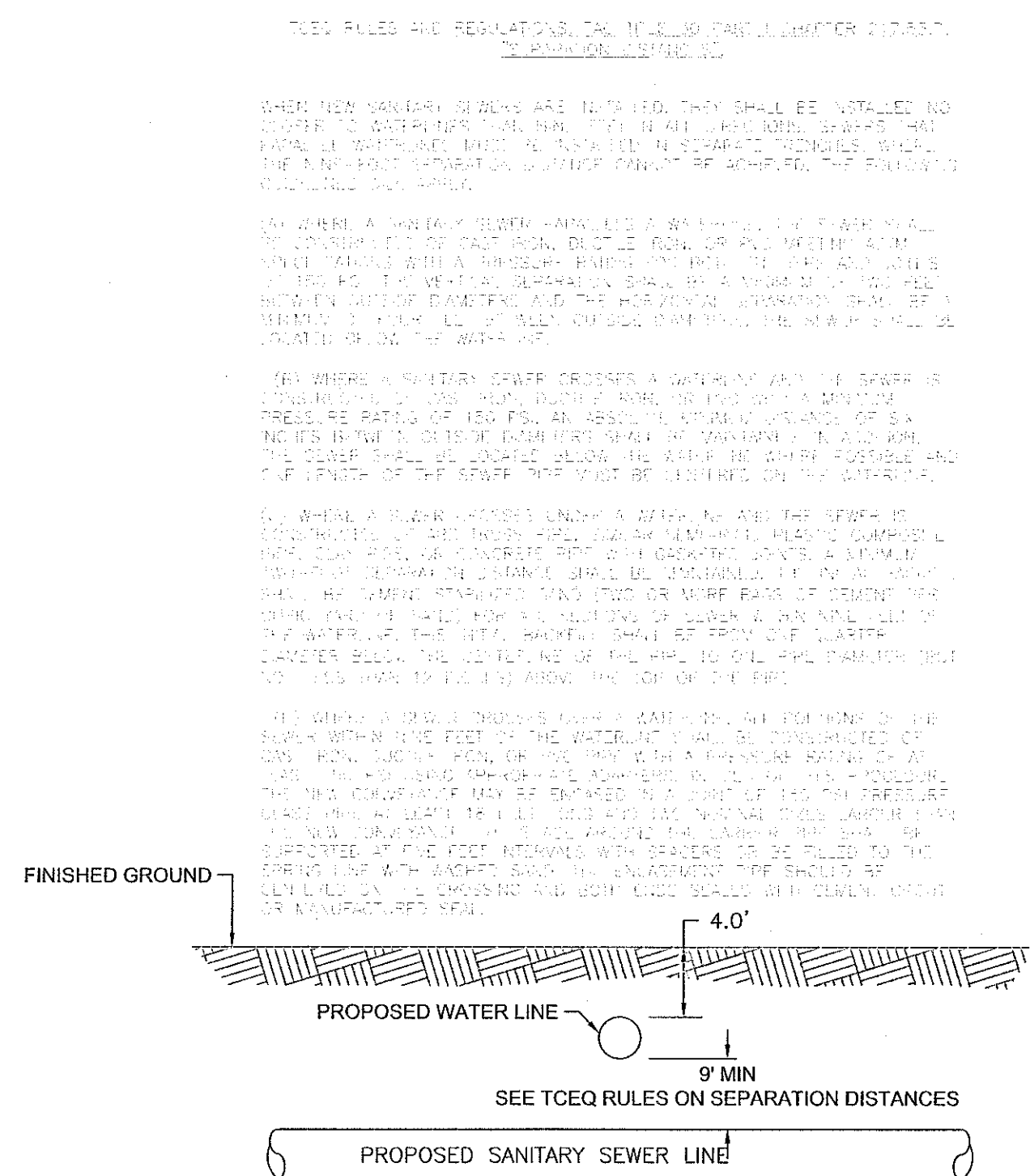
MANHOLE RING AND COVER

TECHNICAL SPECIFICATION SECTION 02320
ENGINEERING AND PUBLIC WORKS



SANITARY SEWER LATERAL

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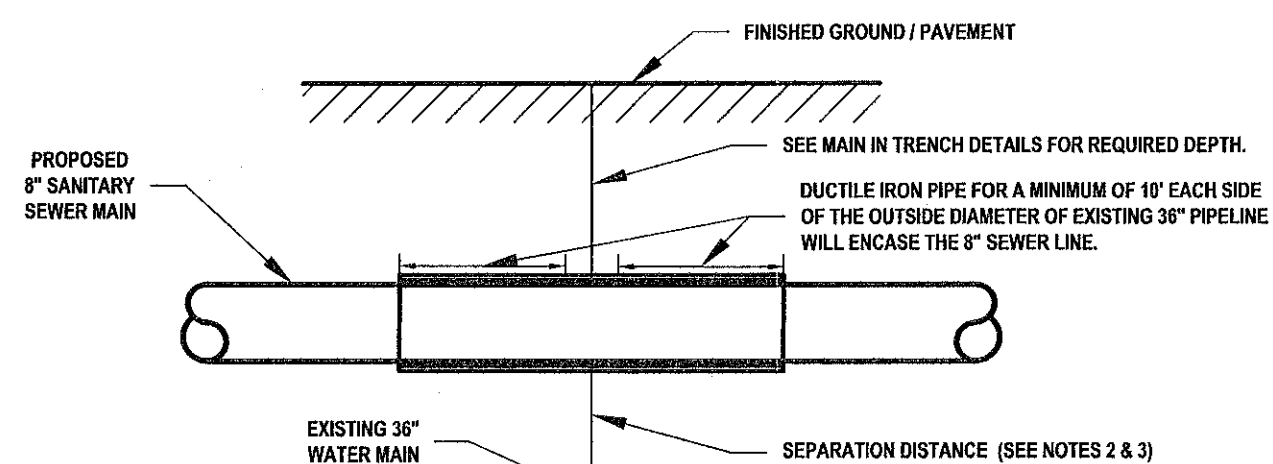


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TCEQ WW/WTR CROSSING

TECHNICAL SPECIFICATION SECTION 02320
ENGINEERING AND PUBLIC WORKS

- NOTES:
1. ANY PROPOSED PIPELINE WILL NEED TO CROSS AT A 90 DEGREE ANGLE (PERPENDICULAR) TO THE EXISTING 36" PIPELINE.
 2. INSTALLATION OF SANITARY SEWER LINE WITHIN SSLGC EASEMENT MUST MEET MINIMUM REQUIREMENTS OF 30 TAC §217.53(d) (PIPE DESIGN), 30 TAC §220.44(e) (WATER DISTRIBUTION) OF TCEQ RULES, OR MINIMUM REQUIREMENTS OUTLINED HEREIN.
 3. MAINTAIN A MINIMUM OF 2 FEET SEPARATION BETWEEN THE OUTSIDE WALLS OF THE EXISTING 36" PIPELINE AND PROPOSED SANITARY ENCASUREMENT PIPE TO ALLOW SSLGC ADEQUATE WORKING SPACE TO MAINTAIN AND REPAIR ITS EXISTING PIPELINE.
 4. ENCASUREMENT PIPE FOR THE SANITARY SEWER CARRIER PIPE SHALL MEET TCEQ REQUIREMENTS AND EXTEND A MINIMUM OF 10 FEET EITHER SIDE OF THE OUTSIDE DIAMETER OF THE EXISTING 36" TRANSMISSION PIPELINE.
 5. SSLGC REQUIRES THAT A MANHOLE BE INSTALLED IMMEDIATELY UPSTREAM AND IMMEDIATELY DOWNSTREAM OF THE SSLGC EASEMENT, BUT NOT WITHIN THE SSLGC EASEMENT. A LEAKAGE TEST SHALL BE PERFORMED ON EACH MANHOLE, PER TCEQ REQUIREMENTS, AND THAT TEST OBSERVED BY CITY INSPECTORS.
 6. CONTRACTOR TO CONTACT SSLGC A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION WITHIN THE SSLGC EASEMENT TO ALLOW FOR OBSERVATION OF THAT WORK BY SSLGC PERSONNEL.
SSLGC (SCHERTZ/SEQUIN LOCAL GOVERNMENT CORPORATION) 830-386-2567
 7. SUBMIT FINAL DRAWINGS TO SSLGC, PRIOR TO CONSTRUCTION, FOR REVIEW AND APPROVAL OF WORK WITHIN ITS EASEMENT.



TYPICAL SANITARY SEWER / WATER CROSSING DETAIL

N.T.S.

LOCKAWAY STORAGE - 200 ROY RICHARDS DRIVE

UTILITY DETAILS

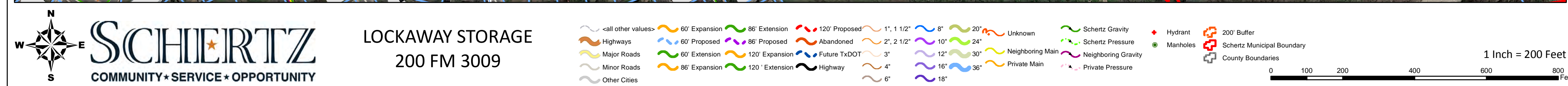
CITY OF SCHERTZ, TEXAS

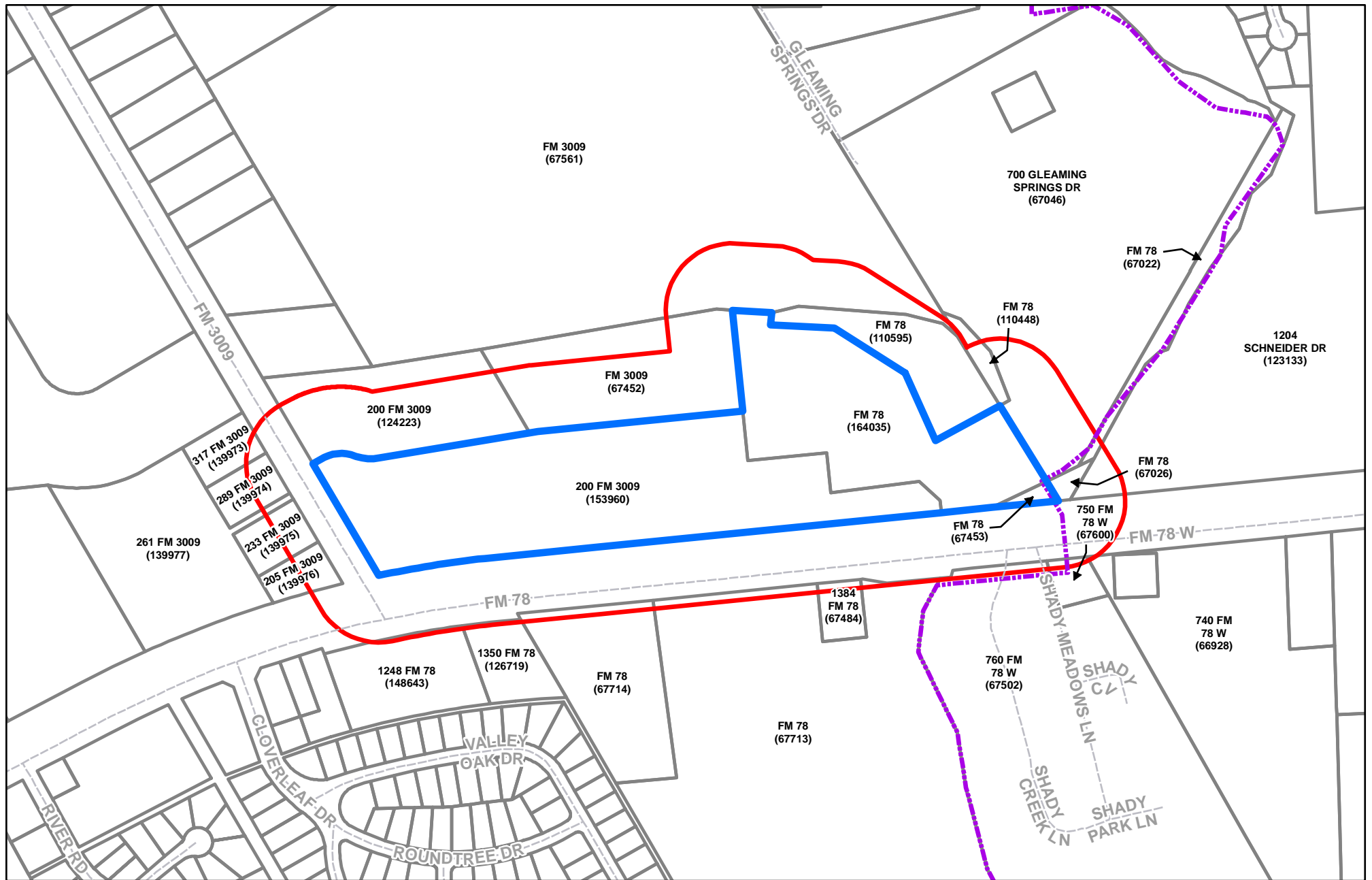
SHEET
C3.02

DRAWN BY: J. McNEW
CHECKED BY: EIM
DATE: December 2020
PROJ. NO.: 19026

STATE OF TEXAS
REGISTERED PROFESSIONAL ENGINEER
ROBERT DON MCCRARY
34589
1/4/21

DON MCCRARY & ASSOCIATES, INC.
ENGINEERS & SURVEYORS
323 BRESSPORT
SAN ANTONIO, TEXAS 78216-2602
(210) 349-2651





SCHERTZ
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Last Update: October 30, 2019

City of Schertz, GIS Specialist: Bill Gardner, gis@schertz.com (210) 619-1185

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City of Schertz

LOCKAWAY STORAGE 200 FM 3009



Parcel Boundaries

Schertz City Boundary



200' Notification Buffer



0 225 450 900 1,350 Feet

NOTICE OF PUBLIC HEARING

February 24, 2021

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, March 10, 2021 at 6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

SUP2020-002– A request for a Specific Use Permit to allow Mini-Warehouse / Public Storage on approximately 25 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, 164035, 67453, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Emily Delgado, Senior Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail edelgado@schertz.com. If you have any questions please feel free to call Emily Delgado, Senior Planner directly at (210) 619-1784.

Sincerely,

Emily Delgado

Emily Delgado
Senior Planner

Reply Form

I am: in favor of ☐ opposed to ☐ neutral to ☒ the request for **SUP2020-002**

COMMENTS: _____

NAME: Ken Camp SIGNATURE: [Signature]
(PLEASE PRINT)

STREET ADDRESS: 750 Fm 78 W Cibola

DATE: 2-26-21

CITY COUNCIL MEMORANDUM

City Council Meeting: April 13, 2021

Department: Planning & Community Development

Subject: Ordinance No. 21-S-11 - Consideration and/or action on a request to rezone approximately 25 acres of land from General Business District (GB) and General Business II District (GB-2) to General Business II District (GB-2), generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, 164035, 67453, City of Schertz, Guadalupe County, Texas. (B. James/L. Wood/E. Delgado) *Final Reading*

BACKGROUND

The applicant is requesting to rezone approximately 25 acres of land from General Business District (GB) and General Business II District (GB-2) to entirely General Business II District (GB-2). As shown on the zoning exhibit the property is shown as three tracts.

- Tract 1 immediately adjacent to FM 3009 is 7.04 acres and is currently zoned General Business District (GB). Tract 1 is currently developed as mini-warehouse / public storage, which is a non-conforming land use in the current zoning.
- Tract 2, immediately behind tract 1, is 7.55 acres and is currently zoned General Business II District (GB-2). Tract 2 is currently developed as mini-warehouse / public storage and specifically is utilized for RV storage. This portion's zoning was changed by Ordinance 13-S-47 in 2013 to the current General Business II District (GB-2). In addition to the zoning in 2013, a Specific Use Permit (Ord. No. 13-S-48) was also approved for this portion to allow RV Storage and Mini-Warehouse / Public Storage. However, this Specific Use Permit had a conditional five-year expiration, and has since expired. Since the specific use permit expired, the current land use is considered non-conforming.
- Tract 3, immediately behind tract 2 and at the rear of the property, is 10.14 acres and is currently zoned General Business District (GB). Tract 3 is currently undeveloped, but the applicant desires to use this

property as an expansion of the mini-warehouse / public storage land use and has requested a Specific Use Permit, which will be considered following this zone change request.

The requested zoning to all General Business II District (GB-2) is desired to create a cohesive zoning for the entire property rather than the current split in zoning. Additionally, the requested Specific Use Permit, is for the same approximately 25 acres with the desire to have the land use Mini-Warehouse / Public Storage, as it would be an approved use for the entire property since the majority is already developed as such.

Nineteen (19) public hearing notices were mailed to surrounding property owners on February 24, 2021. At the time of this report, staff has received no responses in favor, opposed, or neutral to the request. A public hearing notice was published in the "San Antonio Express" on March 17, 2021.

A public hearing was held at the March 10, 2021 Planning and Zoning Commission meeting in which no residents spoke.

GOAL

To zone change approximately 25 acres from General Business District (GB) and General Business II District (GB-2) to General Business II District (GB-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

The Future Land Use Plan through the Comprehensive Land Use Plan designates the subject property for Parks and Open Space which is defined in the Comprehensive Land Plan as areas of public parks, outdoor recreation areas, golf courses, undeveloped reserves/greenways, and floodways. The Schertz Sector Plan did not evaluate this portion of

Schertz, meaning that the designation has remained unchanged since the Comprehensive Land Use Plan was completed.

- **Comprehensive Plan Goals and Objectives:** The proposed rezoning of General Business II District (GB-2) is not consistent with the goals and objectives of the Comprehensive Plan. However, in reviewing the Google Earth imagery, the subject property has been utilized as a mini-warehouse / public storage facility since at least 2002, however the County records show that the original structures were completed around 1995, and was in existence when the Comprehensive Land Use Plan designated this property as Parks and Open Space, which was inconsistent with the current development.
- **Impact of Infrastructure:** The proposed rezoning request should have a minimal impact on the existing water and wastewater systems. The site is adjacent to FM 3009 which is designated as a Principal Arterial, 120' right-of-way on the master thoroughfare plan.
- **Impact of Public Facilities/Services:** The proposed rezoning request should have a minimal impact on public services, such as schools, fire, police, parks and sanitation services.
- **Compatibility with Existing and Potential Adjacent Land Uses:** The subject property is currently surrounded by undeveloped property or existing commercial businesses which are currently zoned General Business District. The rezoning request is compatible with the existing land use of the existing Lockaway Storage Facility.

FISCAL IMPACT

None.

RECOMMENDATION

Although, the requested zoning of General Business II District (GB-2) is not consistent with the current designation on the Comprehensive Land Use Plan, it is consistent with the existing business and the proposed business expansion and should have a minimal impact to the surrounding properties and public infrastructure. In addition, the requested zoning will make the zoning for this entire property consistent rather than having the property have split zoning, with the middle being General

Business II District (GB-2) and the front and rear of the property being General Business District. The property has been utilized for mini-warehouse / public storage since at least 2002, however per the County records could be as early as 1995. The requested zone change and the associated Specific Use Permit if approved would bring the property into a legal conforming land use status and would allow the business to expand as desired.

This item was heard at the March 10, 2021, Planning and Zoning Commission meeting, in which the Commission provided a unanimous recommendation of approval of the zone change.

Staff recommends approval of the zone change request to rezone approximately 25 acres of land to General Business II District (GB-2).

Attachments

Ord. No. 21-S-11 25 Acre Zone Change

Exhibit A

Exhibit B

Aerial Map

Public Hearing Notice Map

ORDINANCE NO. 21-S-11

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 25 ACRES OF LAND TO GENERAL BUSINESS II DISTRICT (GB-2), GENERALLY LOCATED NORTH-EAST OF THE INTERSECTION OF FM 3009 AND FM 78, ALSO KNOWN AS 200 FM 3009, ALSO KNOWN AS GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBERS 153960, 164035, 67453, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application to rezone approximately 25 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, more particularly described in Exhibit A and Exhibit B attached hereto and incorporated herein by reference, (hereinafter, 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 zone change (the “Criteria”); and

WHEREAS, on March 10, 2021, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning; and

WHEREAS, on April 6, 2021, 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.

BE IT ORDAINED 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 General Business II District (GB-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.

Approved on first reading the 6th day of April, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 13th day of April, 2021.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)

**METES & BOUNDS
DESCRIPTION
OF A
24.737 ACRES OF LAND
SANDERS SUBDIVISION**

BEING 24.737 ACRES OF LAND, MORE OR LESS, OUT OF THE G. MALPAZ SURVEY NO. 67, ABSTRACT 221, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS BEING 7.043 ACRES OUT OF LOT 2R, BLOCK 1, OF THE SANDERS SUBDIVISION AS RECORDED IN VOLUME 7, PAGE 166 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS AND 17.694 ACRES OUT OF A 32.881 ACRE TRACT DESCRIBED IN VOLUME 876 PAGE 437 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found $\frac{1}{2}$ " iron pin being the southwest corner of this tract herein described in the east right-of-way of F.M. 3009 (ROW 100') recorded in Volume 399, Page 463 of the Official Public Records of Guadalupe County, Texas and north right-of-way of the Union Pacific Railroad recorded in Volume N, Page 704 of the Official Public Records of Guadalupe County, Texas;

THENCE along and with the east right-of-way of said F.M. 3009 N30°26'54"W, a distance of 447.21 feet to a set $\frac{1}{2}$ " iron pin with cap stamped "DMC 3403" being the northwest corner of this tract herein described;

THENCE N62°03'18"E into said 32.881 acre tract, a distance of 41.48 feet to a set $\frac{1}{2}$ " iron pin with cap stamped "DMC 3403" for a point of curvature to the right;

THENCE 101.32 feet continuing across said 32.881 acre tract along the arc of said curve to the right, having a radius of 129.00 feet a central angle of 45°00'00", whose chord bears N84°33'18"E, a distance of 98.73 feet to a set $\frac{1}{2}$ " iron pin with cap stamped "DMC 3403";

THENCE S72°56'42"E continuing across said 32.881 acre tract, a distance of 13.99 feet to a set $\frac{1}{2}$ " iron pin with cap stamped "DMC 3403" for a point of curvature to the left;

THENCE 83.15 feet continuing across said 32.881 acre tract along the arc of said curve to the left, having a radius of 180.00 feet a central angle of 26°28'06", whose chord bears S86°10'45"E, a distance of 82.42 feet to a set $\frac{1}{2}$ " iron pin with cap stamped "DMC 3403";

THENCE N80°35'12"E continuing across said 32.881 acre tract, a distance of 555.86 feet to a set $\frac{1}{2}$ " iron pin with cap stamped "DMC 3403" for an angle point;

Sheet 1 of 2

THENCE N84°13'17"E continuing across said 32.881 acre tract, a distance of 709.17 feet to a set ½" iron pin with cap stamped "DMC 3403" for an angle point;

THENCE N05°46'43"W continuing across said 32.881 acre tract, a distance of 344.63 feet to a set ½" iron pin with cap stamped "DMC 3403" on the southern line of a 61.222 acre tract described in deed No. 2017-023900 of the Official Public Records of Guadalupe County, Texas for an angle point;

THENCE S86°29'21"E along the common line of said 61.222 acre tract and the tract herein described, a distance of 131.91 feet to a set ½" iron pin with cap stamped "DMC 3403" for the northwest corner of a 2.705 acre tract described in Volume 1881, Page 512 of the Official Public Records of Guadalupe County, Texas;

THENCE S07°51'26"W along the common line of said 2.705 acre tract and the tract herein described, a distance of 38.49 feet to a set ½" iron pin with cap stamped "DMC 3403" for an interior corner of this tract herein described;

THENCE S86°56'45"E continuing along said common line, a distance of 221.47 feet to a set ½" iron pin with cap stamped "DMC 3403" for an angle point;

THENCE S57°31'42"E continuing along said common line, a distance of 287.76 feet to a set ½" iron pin with cap stamped "DMC 3403" for an angle point;

THENCE S24°15'37"E continuing along said common line, a distance of 254.79 feet to a set ½" iron pin with cap stamped "DMC 3403" for an interior corner of this tract herein described;

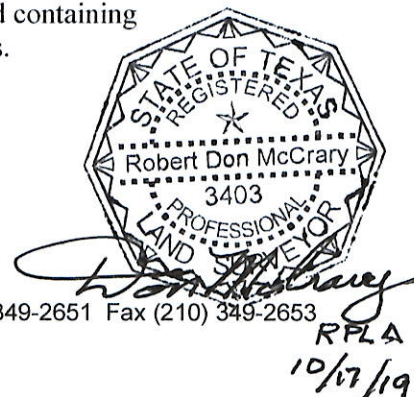
THENCE N61°29'01"E continuing along said common line, a distance of 252.42 feet to a set ½" iron pin with cap stamped "DMC 3403" on the southwestern line of a 28.167 acre tract described in Volume 1816, Page 660 of the Official Public Records of Guadalupe County, Texas for an angle point;

THENCE S31°40'57"E along the common line of said 28.167 acre tract and the tract herein described, a distance of 384.89 feet to a set ½" iron pin with cap stamped "DMC 3403" on the aforementioned Union Pacific Railroad right-of-way for the southeast corner of this tract herein described;

THENCE S84°13'17"W along said Union Pacific Railroad right-of-way (ROW 100') and the southern line of the tract herein described, a distance of 401.85 feet a found ½" iron pin with cap stamped "DMC 3403", and passing at a distance of 1199.62 feet a found ½" iron pin with cap stamped "BLS 2024", and passing at a distance of 385.00 feet a found ½" iron pin for a total distance of 1986.47 feet to a point of curvature to the left;

THENCE 370.45 feet continuing along said Union Pacific Railroad right-of-way along the arc of said curve to the left, having a radius of 3816.77 feet, a central angle of 05°33'40", whose chord bears S80°58'50"W, a distance of 370.30 feet to the POINT OF BEGINNING and containing 24.737 acres of land more or less in the City of Schertz, Guadalupe County, Texas.

P:\dwgs\12060\design\plat package\15.68 ac metes and bounds 03-07-2014.doc
Sheet 2 of 2



NOTES

1. THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

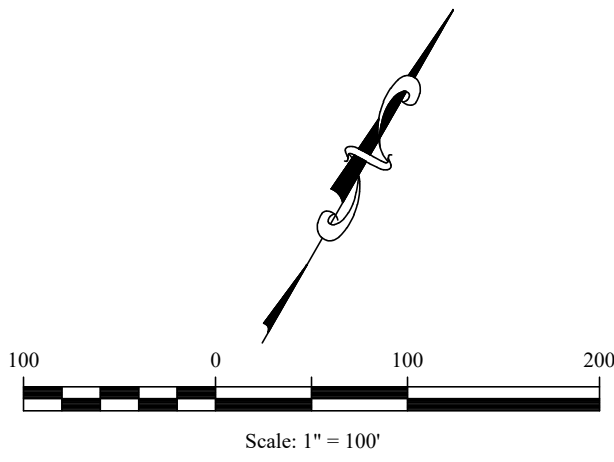
2. ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 240 & 220, DATED November 2, 2007, IS LOCATED IN ZONES AE & X AND IS WITHIN THE 100-YEAR FLOODPLAIN.

	ACREAGE	EXISTING ZONING	PROPOSED ZONING
TRACT 1	7.04	GB (NON-CONFORMING)	GB2
TRACT 2	7.55	GB2 (NON-CONFORMING)	GB2
TRACT 3	10.14	GB (NON-CONFORMING)	GB2
ALL COMBINED	24.737	-	GB2

Curve Table					
Curve #	LENGTH	RADIUS	TANGENT	DELTA	CHORD
C1	101.32'	129.00'	53.43'	45°00'00"	98.73'
C2	83.15'	180.00'	42.33'	26°28'06"	82.42'
C3	370.45'	3816.77'	185.37'	5°33'40"	370.30'

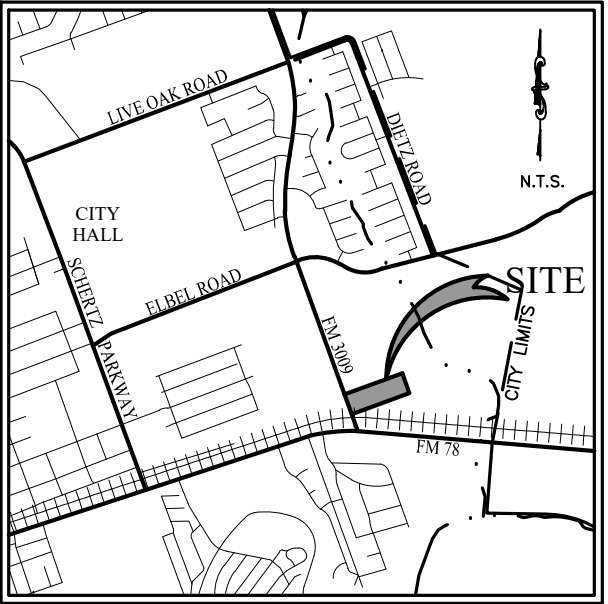
LINE TABLE		
LINE	LENGTH	DIRECTION
L1	41.48'	N62°03'18"E
L2	13.99'	S72°56'42"E
L3	131.91'	S86°29'21"E
L4	38.49'	S75°1'26"W
L5	221.47'	S86°56'45"E
L6	172.06'	S5°46'43"E
L7	139.31'	S5°46'43"E
L8	97.77'	S47°57'28"E
L9	41.96'	S5°46'43"E
L10	49.00'	N84°13'17"E

EXHIBIT B

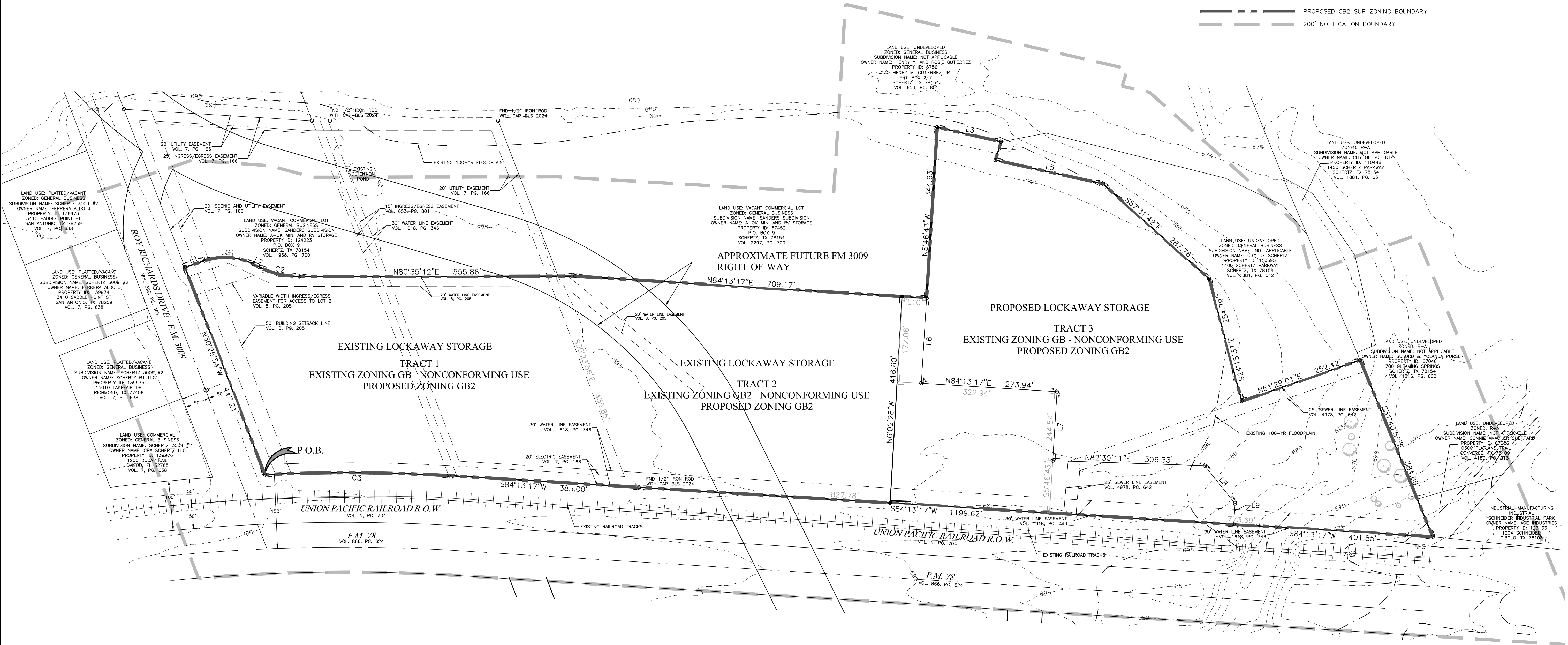


LEGEND

- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING RAILROAD TRACKS
- EXISTING EASEMENT
- FOUND 1/2" IRON ROD
- SET IRON ROD WITH YELLOW CAP
- PROPOSED GB2 SUP ZONING BOUNDARY
- 200' NOTIFICATION BOUNDARY



LOCATION MAP
N.T.S.



LOCKAWAY STORAGE
200 ROY RICHARDS DRIVE
ZONING EXHIBIT

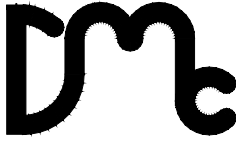
BEING 24.737 ACRES OF LAND, MORE OR LESS, OUT OF THE G. MALPAZ SURVEY NO. 67, ABSTRACT 221, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS BEING COMPRISED OF 9.09 ACRES AS DESCRIBED IN DOCUMENT NUMBER 2016006534 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS OUT OF LOT 2R, BLOCK 1 OF THE SANDERS SUBDIVISION AS RECORDED IN VOLUME 7, PAGE 166 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS AND LOT 1 BLOCK 1 OF THE SANDERS SUBDIVISION REPLAT AS RECORDED IN VOLUME 8, PAGE 205 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS OUT OF A 32.881 ACRE TRACT DESCRIBED IN VOLUME 876 PAGE 437 OF THE OFFICIAL RECORDS OF GUADALUPE COUNTY, TEXAS.

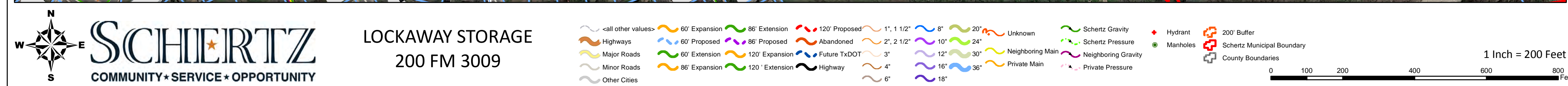
RECORD OWNERS/DEVELOPERS:

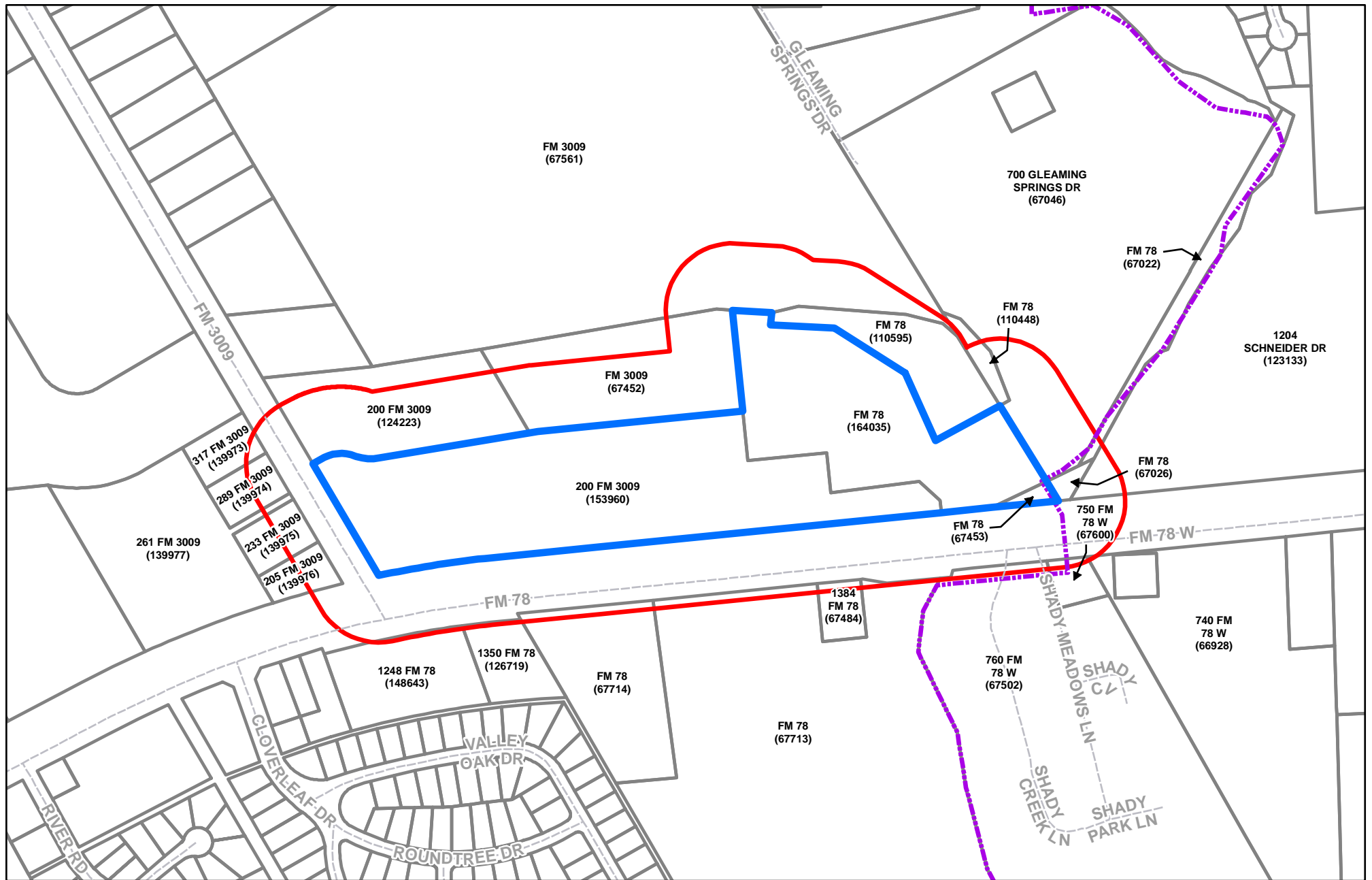
ENGINEERS & SURVEYORS
323 BREESSPORT
SAN ANTONIO, TEXAS 78216-2602
(210)349-2651

3621 WHITESTONE BLVD, LLC
A TEXAS LIMITED LIABILITY COMPANY
2055 3rd AVENUE SUITE 200
SAN DIEGO, CA 92101
949-275-1955

LOCK AWAY 200 ROY RICHARD DRIVE, LLC
A TEXAS LIMITED LIABILITY COMPANY
2055 3rd AVENUE SUITE 200
SAN DIEGO, CA 92101
949-275-1955







SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

Last Update: October 30, 2019

City of Schertz, GIS Specialist: Bill Gardner, gis@schertz.com (210) 619-1185

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 made and information may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.

City of Schertz

LOCKAWAY STORAGE 200 FM 3009



Parcel Boundaries

Schertz City Boundary



200' Notification Buffer



0 225 450 900 1,350 Feet

CITY COUNCIL MEMORANDUM

City Council Meeting: April 13, 2021
Department: Public Works
Subject: Resolution No. 21-R-32- Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing and approving a service contract with Saeco Electric Company for on-call traffic lighting maintenance, repair, and other related matters. (C.Kelm/S. Williams/D. Letbetter)

BACKGROUND

In an effort to minimize downtime and the inherent dangers involved with traffic signal outages, Public Works determined it would benefit the City of Schertz to engage in an On-Call Signal Repair contract. The City of Schertz requested bids for qualified On-Call Traffic Light Repair and Maintenance. The bid was posted to the City of Schertz website, PublicPurchase.com, and a notice was published in the newspaper. A total of two responses were received and evaluated. Upon completion of the review and evaluation of both submittals, based on pricing and availability, the recommendation is to move forward with Saeco Electric Company.

GOAL

The goal of Resolution 21-R-32 is to authorize the City Manager to execute a contract with Saeco Electric Company for all on-call traffic light repair and maintenance services.

COMMUNITY BENEFIT

The City will be able to utilize this company to repair/replace/maintenance on the traffic lighting on Schertz Parkway, or any other area in the city, that require a traffic technician and bucket truck without seeking bids. This will result in an effective and efficient operational process and improve community safety as the lights can be repaired quickly.

SUMMARY OF RECOMMENDED ACTION

Staff recommends the City Council approve Resolution 21-R-32, granting authorizing and approval of a contract agreement with Saeco Electric Company for on-call traffic lighting repair/maintenance.

FISCAL IMPACT

Fiscal impact will vary with each project depending on materials needed and/or whether the project is a repair or a replacement. It is anticipated that the City will not exceed \$50,000 with this vendor for any one repair. Funds are identified and available in the current budget for repairs and preventive maintenance.

RECOMMENDATION

Staff recommends approval of Resolution 21-R-32

Attachments

Resolution 21-R-32

Insurance Certificate

Agreement - Exhibit A

RESOLUTION NO. 21-R-32

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING AND AUTHORIZING A SERVICE AGREEMENT WITH SAECO ELECTRIC FOR ON-CALL TRAFFIC LIGHT REPAIR, MAINTENANCE AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS the City staff of the City of Schertz (the “City”) has recommended that the City enter into a service agreement with Saeco Electric relating to On-Call Traffic Light Repair, Maintenance, and other matters in connection therewith,

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Saeco Electric Company pursuant to the Services Agreements attached hereto as Exhibit A and Exhibit B (the “Agreement”).

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED, this 13th day of April, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2021

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	Service Insurance Group, Inc. PO Box 5753 3840 Corporate Center Dr Bryan TX 77805-5753	CONTACT NAME:	Donna Beeler	
		PHONE (A/C, No, Ext):	(979)774-3900	FAX (A/C, No):
		E-MAIL ADDRESS:	Donna@ServiceInsGroup.com	
INSURED	Saeco Electric & Utility, Ltd. PO Box 841 Helotes TX 78023-	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Texas Mutual Ins Co (AXV)		22945
		INSURER B: Cincinnati Insurance Companies (A+XV)		10677
		INSURER C: Clear Blue Specialty Insurance (A-VIII)		37745
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2021-2022

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Addl Insured <input checked="" type="checkbox"/> Blkt Waiver of Sub GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Primary & NonContrib	x	X	EPP0570534-1	03/05/2021	03/05/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Blkt Waiver <input checked="" type="checkbox"/> Blkt Addl Insd	x	X	EBA0570534-1	03/05/2021	03/05/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	x	X	EPP0570534-1	03/05/2021	03/05/2022	EACH OCCURRENCE \$ 4,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	x	X	WCCN-CEL-0001029-01	03/05/2021	03/05/2022	AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	TSF0001265805-4	03/05/2021	03/05/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractors Equipment Rented/Leased Equipment Installation Floater			EPP0570534-1	03/05/2021	03/05/2022	Scheduled Items On File Per Item Max. Limit 50,000 Installation limit 250,000

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

Blanket Additional Insured (except WC) on a primary and non-contributory basis and Blanket Waiver of Subrogation (including WC) provided on all policies in favor of certificate holder and any others as required by written contract. Umbrella is follow form. 30 day notice of cancellation applies to all policies for non-renewal and/or material changes with 10 day notice of cancellation for nonpayment of premium.

CERTIFICATE HOLDER

CANCELLATION

AI 010096

City of Schertz 1400 Schertz Parkway Schertz TX 78154-	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

Fax: () -

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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 Saeco Electric & Utility 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 September 30, 2021 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 the manner set forth in Exhibit “A” and as provided herein.
- (B) *Billing Period.* The Contractor may submit an invoice for payment upon completion of the described tasks. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Contractor’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.
- (D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

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

Section 4. 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. Contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

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

Section 6. 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) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to perform the obligations of the Contractor regarding such facilities. 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).

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 actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. 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 contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 20. 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 represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Certificate of Interested Parties

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

Please visit the State of Texas Ethics Commission website, 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: _____
Name: Dr. Mark Browne
Title: City Manager

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

City of Schertz
Attn: Dr. Mark Brown, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

Saeco Electric & Utility LTD
PO Box 841
Helotes, TX 78023
Attn: Mike Spencer

Exhibit “A”

SCOPE OF WORK

Scope of Work

The contractor shall provide all services related to the repair and replacement of traffic signals throughout the City of Schertz.

Materials are to be supplied by the City of Schertz unless otherwise agreed upon in writing in advance. In those cases, materials will be reimbursed at the cost agreed upon.

All services rendered will be billed in accordance with the following fee schedule:

THE FOLLOWING RATES SHALL BE FOR STANDARD OPERATING HOURS.

Standard operating hours are considered: 8:00 AM – 5:00PM; Monday - Friday

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT
1	LABOR – SUPERVISOR	HOURLY	\$39.00
2	LABOR – SIGNAL TECHNICIAN	HOURLY	\$32.00
3	LABOR – BUCKET OPERATOR	HOURLY	\$32.00
4	LABOR – DRILL TRUCK OPERATOR	HOURLY	\$32.00
5	LABOR – BOOM OPERATOR	HOURLY	\$32.00
6	LABOR – UNDERGROUND FOREMAN	HOURLY	\$32.00
7	LABOR – UTILITY LABORER	HOURLY	\$32.00
8	EQUIPMENT – BUCKET TRUCK	HOURLY	\$46.00
9	EQUIPMENT - DRILL TRUCK	HOURLY	\$98.00
10	EQUIPMENT – BOOM TRUCK	HOURLY	\$46.00
11	EQUIPMENT – VACUUM TRUCK	HOURLY	\$39.00
12	EQUIPMENT – ARROW BOARD	HOURLY	\$26.00
13	EQUIPMENT – ½ TON TRUCK	HOURLY	\$26.00
14	EQUIPMENT – ¾ TON TRUCK	HOURLY	\$26.00
15	EQUIPMENT – HAUL TRUCK	HOURLY	\$26.00
16	EQUIPMENT - BACKHOE	HOURLY	\$58.00

THE FOLLOWING RATES SHALL BE FOR AFTER-HOURS AND WEEKENDS.

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT
1	LABOR – SUPERVISOR	HOURLY	\$59.00
2	LABOR – SIGNAL TECHNICIAN	HOURLY	\$48.00
3	LABOR – BUCKET OPERATOR	HOURLY	\$48.00
4	LABOR – DRILL TRUCK OPERATOR	HOURLY	\$48.00
5	LABOR – BOOM OPERATOR	HOURLY	\$48.00
6	LABOR – UNDERGROUND FOREMAN	HOURLY	\$48.00
7	LABOR – UTILITY LABORER	HOURLY	\$48.00
8	EQUIPMENT – BUCKET TRUCK	HOURLY	\$46.00
9	EQUIPMENT - DRILL TRUCK	HOURLY	\$98.00
10	EQUIPMENT – BOOM TRUCK	HOURLY	\$46.00
11	EQUIPMENT – VACUUM TRUCK	HOURLY	\$39.00
12	EQUIPMENT – ARROW BOARD	HOURLY	\$26.00
13	EQUIPMENT – ½ TON TRUCK	HOURLY	\$26.00
14	EQUIPMENT – ¾ TON TRUCK	HOURLY	\$26.00
15	EQUIPMENT – HAUL TRUCK	HOURLY	\$26.00
16	EQUIPMENT - BACKHOE	HOURLY	26.00

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



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 655 Main Street Tampa, FL 33333-0000	CONTACT NAME: PHONE (Add No. Ext): FAX ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Carrier INSURER B: Insurance Carrier INSURER C: Insurance Carrier INSURER D: Insurance Carrier INSURER E: Insurance Carrier INSURER F: Insurance Carrier	HAIC # 00000 00000 00000 00000 00000 00000
INSURED 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.

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/> Y <input type="checkbox"/> 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 - COMMOP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> Y <input type="checkbox"/> Y	123456789	01/01/1000	01/01/1000	COASTED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Y				EACH OCCURRENCE \$ AGGREGATE \$
DED RETENTION \$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in Ill) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> NO STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
BUILDER'S RISK Professional Services	<input type="checkbox"/> Y <input type="checkbox"/> 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 426 enacted by Texas Legislature 82(7) session in 2011).

CERTIFICATE HOLDER City of Schertz 1400 Schertz Parkway Schertz, Tx 78154 Attn: Purchasing Dept.	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 AUTHORIZED SIGNATURE REQUIRED HERE
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ACORD 26 (2010/05)

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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

CITY COUNCIL MEMORANDUM

City Council Meeting: April 13, 2021
Department: Engineering
Subject: Resolution 21-R-33 - Consideration and/or action approving a Resolution authorizing an amendment to the Professional Services Contract with Kimley-Horn Associates, Inc. for the 2020 SPAM Resurfacing Project to add scope and fees to address concerns discovered during the design process and add the Lindbergh Avenue reconstruction and storm drain extension to the project. (B. James/J. Nowak)

BACKGROUND

During the March 10, 2020 City Council meeting, Council approved Resolution 20-R-25 authorizing a Professional Services Agreement with Kinley-Horn Associates, Inc. to design the 2020 SPAM Resurfacing Project. The resolution provided a not to exceed amount of \$135,000, which included the planned scope of work (\$122,875) and an additional allowance for some agreement amendments as needed to complete the design. The planned scope of work included design and bid package creation for multiple residential subdivision streets to be resurfaced with a chip seal.

As the design effort progressed, the field work to identify street defects needing correction before the new surface is applied grew. Some of the streets had more defects than anticipated, which took more time to properly document and quantify the defects. Some areas required some additional meetings with the consultant to select the most appropriate repair effort for the defects. As a result, all the field work “time” for the project has been expended. Some additional field work time is needed to mark all the repair areas and finalize the design.

A few streets were also identified as having significant amounts of base failure repair areas – 40% or more of the total area. From an economic standpoint, using the current bid pricing information, when a street reaches 40% of the total areas as needing base repair, it is more cost effective to “rehabilitate” that section of street instead of doing base repairs and resurfacing. To rehabilitate these street sections, we would use a process similar to what was done in the Northcliffe area last Summer. The existing street section would be milled up and cement stabilized and a new layer of asphalt placed. The construction plans for this type of work needs to be more detailed than for resurfacing. We also need to perform some geotechnical investigations to verify the existing street section can be rehabilitated. Because this type of work is different from the slurry seal work and would likely be a different contractor, a separate bid package would need to be created.

As the 2018 resurfacing project was completed, some residents complained about the chip seal. Workshops were held with Council to address the complaints. The end result of the workshops was to use a different resurfacing material, slurry seal, for this and future resurfacing projects. Additionally, it was decided to apply a slurry seal on the Estates at Wilson’s Preserve streets and a fog seal on the other chip sealed streets in the 2018 resurfacing project. Shifting the resurfacing product to slurry seal and adding the Estates at Wilson’s Preserve to the street list requires some modifications to the bid package. Creating another bid package for applying a fog seal to the other 2018 chip sealed streets also requires some time.

Reconstruction of Lindbergh from Main Street to Curtiss is listed in the 2020 SPAM CIP. However, that project was placed on hold as the scope had increased due to drainage concerns. The original project was reconstruction from Main Street to Exchange, but grew to include another block of reconstruction to adjust grades for drainage and to add storm drain piping to better drain the Curtiss and Exchange intersections. The City has also been working towards a goal of making some improvements to Main Street. If Main Street is improved, it also is prudent to do the Lindbergh reconstruction at the same time. Part of this contract amendment is to finish up the design of the Lindbergh reconstruction and storm drain piping extension so it can be incorporated in the Main Street Project effort. A separate Task Order will be brought to Council at a future meeting for the Main Street improvements project. For continuity, Kimley-Horn Associates, Inc. will be retained for the Main Street improvements project.

The overall change with all these additions, is expected to increase the contract cost by \$344,970.

GOAL

To obtain authorization from City Council to execute an amendment to the Professional Services Agreement with Kimley-Horn Associates, Inc. to add scope and fees to address concerns discovered during the design process and add the Lindbergh Avenue reconstruction and storm drain extension to the project.

COMMUNITY BENEFIT

Completion of the resurfacing project will provide for a new driving surface on many residential streets, helping to preserve them in better condition in the future. Providing for rehabilitation of some street segments will address base failure areas and provide a new driving surface at a lower overall cost than just doing base repairs and resurfacing the segments. Completing the design of the Lindbergh reconstruction and storm drain extension will allow the construction to be packaged with the Main Street improvements project effort. By packaging this with the Main Street project, two key areas of the older, commercial area of Schertz will be improved providing improved access and improved street conditions.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 21-R-33 authorizing an amendment to the Professional Services Contract with Kimley-Horn Associates, Inc. to add scope and fees to address concerns discovered during the design process and add the Lindbergh Avenue reconstruction and storm drain extension to the project.

FISCAL IMPACT

Funding for the proposed increase for the Professional Services Contract is available excess general fund reserves allocated for the SPAM program.

Breakdown of Kimley-Horn Engineering Services

	Authorized Amount	Resolution
Engineering and Design Services	\$122,875	20-R-25
Proposed Additional Professional Services	\$344,970	21-R-33
Professional Services Contingency	\$42,155	21-R-33
Total Authorized Kimley-Horn Engineering Expenditures	\$510,000	

RECOMMENDATION

Staff recommends approval of Resolution 21-R-33, authorizing the City Manager to execute and deliver the Amendment to the Agreement with Kimley-Horn Associates, Inc. in substantially the form set forth on Exhibit A and to execute further amendments as necessary not to exceed a total expenditure amount of \$510,000.

Attachments

Resolution 21-R-33
Exhibit A

RESOLUTION NO. 21-R-33

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN ASSOCIATES, INC., TOTALING NO MORE THAN \$510,000, FOR PROFESSIONAL ENGINEERING-RELATED SERVICES ON THE 2020 SPAM RESURFACING PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, during design of the 2020 SPAM Resurfacing project additional concerns were discovered requiring additional professional services to address them; and

WHEREAS, a shift in resurfacing materials being specified and addition of “remedial” efforts for the surfacing applied to streets in the 2018 SPAM Resurfacing Project also require additional professional services to complete the bid packages; and

WHEREAS, some street segments require “rehabilitation” instead of resurfacing , which requires more detailed project plans and a separate bid package; and

WHEREAS, the City of Schertz wishes to proceed with the Lindbergh Avenue reconstruction and storm drain extension project to complement another project effort; and

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

WHEREAS, Kimley-Horn Associates, Inc. is an approved On-Call Engineering Firm for the City of Schertz; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the contract with Kimley-Horn Associates. in the amount of \$344,970; and

WHEREAS the City Council hereby authorizes the City Manager to execute and deliver the Amendment to the Agreement with Kimley-Horn Associates, Inc. in substantially the form set forth on Exhibit A and to execute further amendments as necessary not to exceed a total expenditure amount of \$510,000

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Amendment to the Agreement with Kimley-Horn Associates, Inc. in substantially the

form set forth on Exhibit A and to execute further amendments as necessary not to exceed a total expenditure amount of \$510,000.

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

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

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

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

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

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

PASSED AND ADOPTED, this 13th day April, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

TASK ORDER FORM

This is Task Order
No. 2, Add. Svcs. No. 1,
consisting of 47 pages.

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

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

1. Background Data

- a. Effective Date of Task Order: May 20, 2020
- b. Effective Date of Additional Service No. 1:
- c. Owner: The City of Schertz
- d. Engineer: Kimley-Horn and Associates, Inc.
- e. Specific Project (title): **2020 Roadway Improvements**
- f. Specific Project (description): Work associated with this project is associated with the City's Street Preservation and Maintenance (SPAM) Program. Kimley-Horn will assess approximately 135 streets totaling nearly 27 centerline miles, identify base repair and overall chip seal quantities, prepare limited construction drawings and contract documents, assist the City with project advertisement and Contractor selection, and provide limited construction phase services.

This additional service proposal includes changing the proposed preservation treatment for 2020 projects from chip seal to slurry seal, consideration of street rehabilitation for ten streets, applying fog and slurry seal to chip seal projects completed with the 2018 SPAM program, and bidding out multiple construction contracts for the different preservation and rehabilitation applications. Additionally, the reconstruction of Lindbergh Avenue from Main Street to Curtiss, and partial repair on Exchange Avenue from Lindbergh to Randolph, will be added to this work order. A full street reconstruction on Lindbergh will be completed including a new pavement section, underground storm drain system, new concrete curbs, sidewalks, driveways, modified striping and signage, and parking stalls.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 - as follows: [Reference Engineer Additional Services No. 1 scope and fee proposal dated April 7, 2021]
- B. Resident Project Representative (RPR) Services: Does Not Apply

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

- C. Designing to a Construction Cost Limit: Does Not Apply
- D. Other Services: None
- E. All of the services included above comprise Basic Services associated with Additional Services No. 1 for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

- as follows: [This scope and fee proposal serves as Additional Service No. 1 to the previously approved task order for the 2020 Roadway Improvements project. Additional services that may apply to this scope and fee proposal are items that differ from assumptions made by Engineer, services listed under Exclusions that may be requested by the City, or any other service requested by the City that is not specifically listed in the basic scope of services for this Additional Service No. 1 proposal]

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: [No additions or modifications to Exhibit B are required for this project.]

5. Task Order Schedule

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

At the request of the City, multiple construction contracts are proposed for the 2020 Roadway Improvements project and included in this Additional Service No. 1 Proposal. Upon approval of this contract amendment, Engineer will coordinate with the City on an acceptable bid schedule for each construction contract, including Lindbergh Avenue street reconstruction.

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [NA] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [NA] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [NA] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [NA] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [NA] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [NA] review copies of the Preliminary Design Phase documents,	Within [NA] days of Owner's authorization to proceed with Preliminary Design Phase

	opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [NA] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [NA] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [NA] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [5] copies of the final Drawings and Specifications, assembled Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [TBD] days of Owner's authorization to proceed with Final Design Phaseservices.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [NA] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [NA] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [NA] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

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

Task	Description of Service	Amount	Basis of Compensation
	TASK A - 2020 PRESERVATION & REHABILITATION PROJECTS		
	BASIC SERVICES		
1A	Project Management	\$ 8,460.00	[Lump Sum]
2A	Geotechnical Engineering Services	\$ 32,460.00	[Lump Sum]
3A	Final Field Reviews & Confirm Program List	\$ 10,590.00	[Lump Sum]
4A	Update Preservation Construction Drawings with Bid Phase	\$ 30,730.00	[Lump Sum]
5A	Prepare Limited Construction Drawings for Rehabilitation Projects with Bid Phase	\$ 59,805.00	[Lump Sum]
6A	Bid Phase - 2018 SPAM Remediation	\$ 12,690.00	[Lump Sum]
7A	Repair Markings for Preservation Projects	\$ 9,200.00	[Hourly]
8A	Construction Phase	\$ 23,785.00	[Lump Sum]
9A	Reimbursable Project Expenses	\$ 1,050.00	[Lump Sum]
	Total Task A (Basic Services)	\$ 188,770.00	
	TASK B - LINDBERGH AVENUE RECONSTRUCTION		
	BASIC SERVICES		
1B	Project Management	\$ 6,385.00	[Lump Sum]
2B	Data Review	\$ 3,470.00	[Lump Sum]
3B	Survey Services	\$ 8,090.00	[Lump Sum]
4B	Drainage Technical Memorandum Review	\$ 8,960.00	[Lump Sum]
5B	90% Design	\$ 70,120.00	[Lump Sum]
6B	Final Design	\$ 17,655.00	[Lump Sum]
7B	Bid Phase	\$ 8,795.00	[Lump Sum]
8B	Construction Phase	\$ 17,220.00	[Lump Sum]
9B	Reimbursable Expenses	\$ 550.00	[Lump Sum]
	SubTotal Task B (Basic Services)	\$ 141,245.00	
	SUPPLEMENTAL SERVICES		
SS - 1B	Subsurface Utility Engineering	\$ 11,510.00	[Lump Sum]
SS - 2B	TDLR	\$ 3,445.00	[Lump Sum]
	SubTotal Task B (Supplemental Services)	\$ 14,955.00	
	Total Task B (Basic + Supplemental Services)	\$ 156,200.00	
	TOTAL COMPENSATIOIN (TASK A & B - AS NO. 1)	\$ 344,970.00	

*Based on a [6] -month continuous construction period for 2020 preservation and rehabilitation projects and a [5] -month continuous construction period for Lindbergh Avenue street reconstruction.

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 Consultants' 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.

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

7. Consultants retained as of the Effective Date of the Task Order: Kimley-Horn and Associates, Inc.

8. Other Modifications to Agreement and Exhibits:

[Scope associated with this Additional Service No. 1 fee proposal is included as an attachment to this task order form, dated April 7, 2021.]

9. Attachments: Engineer Additional Service No. 1 scope and fee proposal (April 7, 2021)

10. Other Documents Incorporated by Reference: None

11. Terms and Conditions

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

The Effective Date of Additional Service No. 1 for Task Order 02 is [].

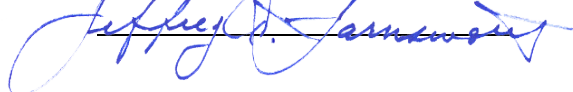
OWNER:

By: _____

Print Name: Dr. Mark Browne

Title: City Manager

ENGINEER:

By: 

Print Name: Jeffrey A. Farnsworth, PE

Title: Asst. Secretary

Engineer License or Firm's
Certificate No. (if required): TBPE #80190
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Kathryn Woodlee, PE

Title: City Engineer

Address: 11 Commercial Place, Schertz, TX 78154

E-Mail
Address: kwoodlee@schertz.com

Phone: 210.619.1823

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Stephen J. Aniol, PE

Title: Project Manager

Address: 601 NW Loop 410, San Antonio, TX
78216

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

Phone: 210.321.3404



April 7, 2021

John Nowak, PE
Project Manager
City of Schertz - Engineering
10 Commercial Place
Schertz, Texas 78154

RE: 2020 Roadway Improvements (Preservation, Rehabilitation & Lindbergh Reconstruction Projects) – Additional Service No. 1 Fee Proposal

Dear Mr. Nowak:

Pursuant to our conversations regarding the roadway improvements projects associated with the 2020 Street Preservation and Maintenance (SPAM) Program, Kimley-Horn is submitting this additional service fee proposal for professional services for the following tasks:

- TASK A – Preservation and Rehabilitation projects
 - Finalize design plans, bid out multiple construction contracts, and provide construction phase services for multiple street contracts
- TASK B – Lindbergh Avenue Reconstruction

PROJECT UNDERSTANDING

TASK A – PRESERVATION AND REHABILITATION PROJECTS

Per the City's direction on moving forward with the 2020 SPAM program, the previously identified chip seal projects will be changed to a slurry seal application and bid out as an individual construction contract. Ten (10) projects noted within Task A will be removed from the chip/slurry seal application and be changed to a street rehabilitation application due to the poor condition of the street. Pavement bores will be obtained on each street by Kimley-Horn's geotechnical engineering sub-consultant (Terracon), and in return will prepare a report documenting results of their findings and recommendations on final street repair application. These rehabilitation projects will be bid out as a separate construction contract. Based on previous experience with street rehabilitation (reclamation) projects and the current condition of each of these streets, Kimley-Horn anticipates significant flatwork (concrete curb, sidewalks and driveways) will require replacement. Kimley-Horn has included effort in this additional service proposal to produce aerial schematic plan sheets to identify the proposed flatwork replacement.

Additionally, the City has requested Kimley-Horn develop a fog seal construction contract for projects associated with the 2018 SPAM program. Streets within the Estates at Wilson's Preserve subdivision will receive a slurry seal on top of the existing chip seal at a lower application rate than the 2020 projects and will be added to the 2020 slurry seal construction contract. The remaining streets from the 2018 SPAM program to be confirmed by the City will be bid out as a separate fog seal construction contract.

Each contract type (slurry, rehabilitation and fog) will be bid out as separate construction contracts utilizing the Request for Competitive Sealed Proposal (RFCSP) contract method, and Kimley-Horn will provide construction phase services based on an estimated 6-month construction schedule.

TASK B – LINDBERGH AVENUE RECONSTRUCTION

As previously coordinated with the City, the intent of the Lindbergh Avenue street reconstruction project is to reconstruct Lindbergh from Main Street to Curtiss Avenue, adding a new pavement section with curbs, sidewalks, driveways and drainage improvements. Drainage improvements will also extend along Exchange Avenue east of Lindbergh where they will tie to the existing underground storm sewer system west of Randolph Blvd.

A separate Consultant previously under contract with the City has prepared 70% construction drawings for Lindbergh from Main Street to Exchange Avenue and completed a preliminary drainage analysis study to identify and recommend proposed storm sewer improvements. It is the City's desire to utilize this information and documents previously produced by a different Consultant, who was not under contract with Kimley-Horn, to aide in preparing final design documents. Kimley-Horn shall be able to rely on the accuracy of said documents, as that is the basis for the Lindbergh task fee development. Kimley-Horn will review the preliminary drainage study completed by others and attempt to replicate results, and will coordinate with the City on final recommendations to the Lindbergh footprint.

SCOPE OF SERVICES

The following tasks outline the scope of services to be completed by Kimley-Horn for this Additional Service No. 1 request, and the assumptions made to develop the proposed fee:

TASK A – PRESERVATION AND REHABILITATION PROJECTS

Task 1A: Project Management

1. Project Management
2. Project kickoff/continuation meeting

Task 2A: Geotechnical Engineering Services

1. Geotechnical Engineering Services (Terracon)
2. Sub-contract management
3. Prepare pavement boring plan and coordinate drilling operations (including site visit with Geotech)
4. Review boring logs and draft engineering report
5. Coordinate emulsion application rate recommendations with City and Geotech

Task 3A: Final Field Reviews & Confirm Program List

1. Update repair schematics per final adjustments/City comments
2. Update individual street quantities and overall program OPCCs (Preservation), incorporate Mesa Oaks
3. Coordinate with City on final 2020 program list, revise to fit budget

Task 4A: Update Preservation Construction Drawings with Bid Phase

1. Update front end sheets
2. Update general notes sheets
3. Update quantity summary sheets and street map per neighborhood, including Mesa Oaks
4. Incorporate 2018 SPAM projects, including map of streets and slurry seal quantity per street
5. Incorporate City construction and TxDOT traffic control standards
6. Prepare slurry seal specification

7. Prepare micro-surfacing specification
8. Prepare supplemental conditions (including governing specs, special specs, supplemental specs, and special provisions)
9. Prepare table of contents and invitation to bidders document
10. Prepare bid schedule
11. Prepare Owner and Contractor Agreement
12. Assemble contract documents and specifications
13. Internal QC/QA
14. Submit draft plans and specs to City for review
15. Address City comments and submit final construction drawings and specifications
16. Prepare agenda and attend pre-bid meeting
17. Prepare pre-bid meeting notes
18. Prepare and issue addenda
19. Attend bid opening
20. Contractor qualification and bid evaluation
21. Prepare bid tabulation
22. Prepare contract award recommendation letter

Task 5A: Prepare Limited Construction Drawings for Rehabilitation Projects with Bid Phase

The following streets will be reviewed and considered for street rehabilitation (reclamation):

Street	Limits	Length (ft)	Number of Soil Borings	Number of Pavement Cores
Columbia	Country Club Blvd to Covers Cove	2,910	3	3
St. Andrews	Country Club Blvd to Pebble Beach	900	2	-
Dove Meadows	Borgfield to Silvertree Blvd	940	3	-
Mourning Dove	Dove Meadows to cul-de-sac	350	1	-
White Wing	Dove Meadows to cul-de-sac	360	1	-
Grey Feather	Dove Meadows to cul-de-sac	370	1	-
Silvertree Blvd	Roy Richard Dr to cul-de-sac	1,200	2	-
Idlewood	Silvertree Blvd to cul-de-sac	340	1	-
Robin Hood Way	6923 Robin Hood Way to Sherlock Ln	2,400	3	3
Nottinghamshire	Sherlock Ln to Ware Seguin Rd	1,060	2	-

1. Fieldwork to obtain flatwork replacement measurements
2. Prepare cover and table of contents sheet
3. Prepare general notes sheets (City standard and special notes)
4. Prepare flatwork replacement aerial schematic sheets (10 streets, estimate 28 sheets)
5. Develop quantity summary with map of streets
6. Incorporate relevant construction standards
7. Prepare OPCC
8. Prepare supplemental conditions (including governing specs, special specs, supplemental specs, and special provisions)
9. Prepare table of contents and invitation to bidders document
10. Prepare bid schedule

11. Prepare Owner and Contractor Agreement
12. Assemble contract documents and specifications
13. Internal QC/QA
14. Submit draft plans and specs to City for review
15. Address City comments and submit final construction drawings and specifications
16. Prepare agenda and attend pre-bid meeting
17. Prepare pre-bid meeting notes
18. Prepare and issue addenda
19. Attend bid opening
20. Contractor qualification and bid evaluation
21. Prepare bid tabulation
22. Prepare contract award recommendation letter

Task 6A: Bid Phase – 2018 SPAM Remediation Projects

1. Fog seal quantities
2. Prepare fog seal project map
3. Prepare supplemental conditions (including governing specs, special specs, supplemental specs, and special provisions)
4. Prepare table of contents and invitation to bidders document
5. Prepare bid schedule
6. Prepare Owner and Contractor Agreement
7. Prepare OPCC
8. Assemble contract documents and specifications
9. Internal QC/QA
10. Submit draft plans and specs to City for review
11. Address City comments and submit final construction drawings and specifications
12. Prepare agenda and attend pre-bid meeting
13. Prepare pre-bid meeting notes
14. Prepare and issue addenda
15. Attend bid opening
16. Contractor qualification and bid evaluation
17. Prepare bid tabulation
18. Prepare contract award recommendation letter

Task 7A: Repair Markings for Preservation Projects

Upon completion of the construction drawings and immediately prior to project advertising, Kimley-Horn will field mark all surface and base repairs for 2020 streets associated with the slurry seal contract. 2018 SPAM projects are not included in this task as asphalt repairs have already been completed. Given the uncertainty of time to complete this task, Kimley-Horn proposes to complete this task on an hourly not to exceed basis and has budgeted 80 hours for an Engineer-In-Training (2). Actual hours and position will be billed to the City per Kimley-Horn's approved contract unit rates, not to exceed the authorized amount. In the event more than 80 hours is required to complete this task, Kimley-Horn will coordinate with the City to bill the excess hours through additional service funds available in the overall contract.

Task 8A: Construction Phase

Kimley-Horn estimates a total of six (6) months of construction combined for the fog seal, slurry seal and rehabilitation contracts, and the effort included in the construction phase is based off this timeline.

1. Attend pre-construction meeting for each contract (est. 3)
2. Material submittal review for each contract (est. 7 total)
3. Construction site visits and report (est. 2 site visits per month and 1 combined report per month)
4. Respond to contractor RFI (est. 5 total)
5. Review and respond to contractor change order proposal (est. 2 proposals total)
6. Review contractor monthly pay estimates and schedule (Slurry) (est. 5 months at 1 per month)
7. Review contractor monthly pay estimates and schedule (Rehab) (est. 6 months at 1 per month)
8. Review contractor monthly pay estimates and schedule (Fog) (est. 2 months at 1 per month)

Task 9A: Project Expenses

The following reimbursable expenses are requested for this project:

1. Mileage for site visits and meetings, design and construction (est. 25 trips)*
2. Field marking paint to mark surface and base repairs in street

*Mileage to be reimbursed based on the 2021 standard business mileage rate of 56 cents per mile.

TASK B – LINDBERGH AVENUE RECONSTRUCTION**Task 1B: Project Management**

1. Monthly invoicing and reporting/updates, based on an estimated 8-month project schedule
2. Survey sub-consultant contract coordination
3. Ongoing coordination with internal team members and City staff
4. Initial site visit to review project parameters
5. Meetings, including project kick-off and development of meeting notes

Task 2B: Data Review

1. Review survey and design data prepared by others, and provided by City
2. Coordinate need for additional data from City to be provided by previous Consultant

Task 3B: Survey Services

1. Prepare full topographic survey with DTM (Reference Attachment 4 for Lindbergh full survey scope)
 - 1.1. Conduct site meeting with survey sub-consultant to confirm additional survey needs
 - 1.2. Obtain additional survey at Lindbergh/Exchange and Lindbergh/Curtiss. Confirm previous survey data, refresh control and compile new/existing survey into one file (sub-consultant task)
 - 1.3. Review survey deliverable to confirm features, coordinate comments with survey sub-consultant
 - 1.4. Develop new microstation surface file (.TIN format) to support roadway/drainage design
 - 1.5. Create project control sheet (sub-consultant task)

Task 4B: Drainage Technical Memorandum Review

Kimley-Horn will review drainage model and preliminary drainage study completed by prior Consultant in an attempt to replicate results and provide similar recommendations. The following sub-tasks will be completed by Kimley-Horn to review the preliminary drainage study prepared by others:

1. Review drainage areas
2. Review hydrologic parameters

3. Review hydraulic structures input into model
4. Run duplicate XPSWMM model to replicate results
5. Prepare technical memorandum (TM) to document results
6. Internal QA/QC

In the event different results are produced during Kimley-Horn's review of the drainage study completed by others, Kimley-Horn will immediately notify the City of discrepancies prior to proceeding with the 90% design task and coordinate any additional tasks that may be necessary to confirm drainage improvements.

Task 5B: 90% Design

At the request of the City, Kimley-Horn will utilize design data and documents developed by prior Consultant to the best of our ability. There is a possibility that additional roadway design is warranted along Lindbergh between Main Street and Exchange Avenue. Kimley-Horn will coordinate with City if the profile or street improvements identified in provided 70% construction drawings require significant adjustment. The following sub-tasks will be completed under the 90% design phase:

1. Design
 - 1.1. Internal design coordination
 - 1.2. Review, update and/or modify horizontal alignments (Lindbergh, Exchange, Curtiss)
 - 1.3. Update ADA improvements within additional project areas (Lindbergh between Exchange and Curtiss)
 - 1.4. Review roadway profiles and make minor adjustments as needed (Lindbergh – Exchange to Curtiss). It is assumed profile adjustments to Exchange are not required other than grading at Lindbergh intersection. Per coordination with City trench repair is planned for storm sewer improvements on Exchange.
 - 1.5. Roadway cross-sections along Lindbergh (estimate 20 cross sections)
 - 1.6. Update intersection grading plan at Lindbergh and Exchange
 - 1.7. Intersection grading plan at Lindbergh and Curtiss
 - 1.8. Striping and signage layout (add new on Lindbergh). The City requests Kimley-Horn review options for back in parking on Lindbergh between Main and Exchange
 - 1.9. Analyze existing storm sewer system
 - 1.10. Prepare horizontal storm sewer alignments
 - 1.11. Storm sewer design and profiles (Lindbergh and Exchange systems)
2. Plan production – general
 - 2.1. Update cover/index of sheets
 - 2.2. Update project layout to include additional project areas and improvements
 - 2.3. Update horizontal alignment data sheet
 - 2.4. Update quantity (roadway/drainage) and driveway summary sheet
 - 2.5. Incorporate City standard notes and develop supplemental general notes
3. Plan production – roadway
 - 3.1. Modify existing typical sections (update existing)
 - 3.2. Modify proposed typical sections (Lindbergh only) (update existing)
 - 3.3. Plan and profile sheets (update existing sheets)
 - 3.4. Plan and profile sheets (prepare new) (Lindbergh – 2, Curtiss – 1)
 - 3.5. Striping and signage plan sheets (update existing)
 - 3.6. Striping and signage plan sheet (new) (Lindbergh – 1)

- 3.7. Update Lindbergh at Exchange intersection layout/grading plan sheet
- 3.8. Develop Lindbergh at Curtiss intersection layout/grading plan sheet
- 3.9. Prepare proposed cross section sheets (Lindbergh – estimate 10 sheets)
- 3.10. Incorporate relevant roadway standards
- 3.11. Develop miscellaneous roadway details
- 4. Plan production – drainage
 - 4.1. Develop drainage area map sheet
 - 4.2. Hydraulic computations and sheet (Lindbergh system)
 - 4.3. Hydraulic computations and sheet (Exchange system)
 - 4.4. Storm sewer plan and profile sheets (Lindbergh system) (3 sheets)
 - 4.5. Storm sewer plan and profile sheets (Exchange system) (2 sheets)
 - 4.6. Incorporate relevant storm sewer standards
 - 4.7. Develop miscellaneous storm sewer details
- 5. Plan production – traffic control
 - 5.1. Update traffic control detour sheet to include revised project limits
- 6. Plan production – SW3P
 - 6.1. Prepare SW3P narrative and sheet
 - 6.2. Incorporate SW3P protection measures on roadway sheets
- 7. Prepare drainage TM to document design assumptions
- 8. Develop quantities
- 9. Prepare OPCC
- 10. Prepare list of governing and special specifications
- 11. Internal QA/QC
- 12. 90% submittal development and coordination
- 13. 90% review meeting with City

Task 6B: Final Design

At the conclusion of the 90% design phase and after the 90% design review meeting, Kimley-Horn will respond to and address City comments, develop bid documents, and submit signed and sealed construction drawings and specifications. This includes the following sub-tasks:

- 1. Address comments and finalize general sheets
- 2. Address comments and finalize roadway sheets
- 3. Address comments and finalize drainage sheets
- 4. Address comments and finalize traffic control/SW3P sheets
- 5. Final quantities & OPCC
- 6. Finalize drainage TM
- 7. Develop bid documents
 - 7.1. Coordinate with Purchasing Department for construction contract development
 - 7.2. Assemble contract documents and specifications
 - 7.3. Prepare table of contents and invitation to bidders documents
 - 7.4. Prepare bid schedule
 - 7.5. Prepare agreement between City and Contractor
 - 7.6. Prepare supplement conditions (including governing, special and supplemental specs, and special provisions)
- 8. Internal QA/QC

9. Address comments from Purchasing Department and submit final signed and sealed construction drawings and specifications

Task 7B: Bid Phase

1. Assist with project advertising
2. Attend pre-bid meeting with site visit
3. Prepare pre-bid meeting notes
4. Prepare and issue addenda (maximum 1 addenda)
5. Attend bid opening
6. Contractor qualification and bid evaluation
7. Prepare bid tabulation
8. Assist City with bid negotiations
9. Prepare construction contract award recommendation letter
10. Prepare conformed construction documents

Task 8B: Construction Phase

Kimley-Horn estimates a total of five (5) months of construction for Lindbergh Avenue reconstruction, and the effort included in the construction phase is based off this timeline.

1. Attend pre-construction conference
2. Material submittal review (maximum 10 submittals)
3. Review Contractor baseline schedule
4. Conduct monthly site visit
5. Respond to Contractor request for information (RFI) (maximum 3 RFI)
6. Change orders/change proposal review (maximum 2 total)
7. Contractor monthly payment application and schedule review
8. Attend final completion walk and issue punch list
9. Prepare record drawings (closeout services), including one (1) City review

Task 9B: Reimbursable Expenses

1. Mileage for site visits and meetings
 - 1.1. Assumes a total of 20 visits to site during design and construction, and 4 meetings at City during design and bid phase

*Mileage to be reimbursed based on the 2021 standard business mileage rate of 56 cents per mile.

SUPPLEMENTAL SERVICES

The following tasks outline supplemental services to be completed by Kimley-Horn for this project upon written authorization from the City:

TASK B – LINDBERGH AVENUE RECONSTRUCTION**Task SS-1B: Subsurface Utility Engineering (SUE)**

This task is included given the potential impacts to underground utilities with the proposed storm sewer system. Consultant will attempt to design around existing utilities, but it may be necessary to obtain QL-A test holes to confirm horizontal and vertical location of existing utilities at proposed crossings. For the purposes of developing a fee for this task, a total of three (3) QL-A test holes have been included. The following sub-tasks are included for this task:

1. Coordinate and prepare sub-consultant contracts (SUE and survey)
2. Prepare SUE plan
3. Site meeting with SUE to confirm requested locations
4. Perform QL-A (up to 3 test holes)
5. Survey QL-A data (up to 3 test holes)
6. Internal QA/QC of QL-A and survey data

In the event additional SUE is warranted for this project Kimley-Horn will prepare and submit an additional services proposal to the City.

Task SS-2B: TDLR

This task is included to perform the necessary Texas Department of Licensing and Regulation (TDLR) plan review, registration and inspection of the project in the event the total pedestrian elements exceed \$50,000. Kimley-Horn will contract with an approved Registered Accessibility Specialist (RAS) to complete the TDLR inspection. The following sub-tasks are inclusive of this task:

1. Coordinate and prepare sub-consultant contract
2. TDLR design coordination
3. TDLR registration, formwork and inspection
4. Post TDLR inspection coordination (violations and closeout documents)

ASSUMPTIONS AND EXCLUSIONS

The following items list assumptions made that serve as a basis of total fee development and services excluded from the basic scope of the project:

TASK A – PRESERVATION AND REHABILITATION PROJECTS**ASSUMPTIONS**

- TxDOT permits will not be required for this project.
- Contractor will provide necessary SWPPP design drawings.
- Contractor will provide necessary detailed traffic control plans should they deviate from available TxDOT standards.
- Material testing and inspection services will be completed by the City
- A total project schedule of 10-months is anticipated, including a 6-month construction schedule

EXCLUSIONS

- Subconsultant services to include survey, environmental, SUE, are not anticipated for the basic scope of services, therefore effort for these tasks is excluded
- Completion of final base repair schematics will not be included in construction drawings. However, they can be provided to Contractor awarded the project, post bid.
- Roadway, utility or drainage design. It is assumed that any necessary pavement or concrete repairs will be coordinated with Schertz and the Contractor during construction. In the event substantial repairs are required to eliminate low spots in the road, or extensive structural pavement repairs are needed, Kimley-Horn will notify the City for further direction.
- Design milestones in addition to what is proposed for this task
- Review Contractor provided construction schedule
- Review Contractor provided traffic control plan

- Monthly project meetings during construction phase
- Attend substantial completion walk & issue punch list
- Attend final completion walk & issue Notice of Acceptability of Work
- Resident Project Representative (RPR) Services – Kimley-Horn can provide this service should the City request it
- Any other services not listed in the basic scope of services or project work plan

TASK B – LINDBERGH AVENUE RECONSTRUCTION

ASSUMPTIONS

- At the request of the City, Kimley-Horn will utilize existing design documents produced by others to the greatest extent feasible, including existing design file and plan sheets. Kimley-Horn will immediately notify the City if any discrepancies are noticed or encountered with the provided information
- City will provide full geotechnical report completed by others. Kimley-Horn will include pavement section produced by others on final design plans. Kimley-Horn does not accept any liability for geotechnical information provided by others.
- Through coordination with City, Kimley-Horn will not perform additional geotechnical sampling or testing
- Kimley-Horn will review existing conditions XPSWMM model produced by others to attempt to replicate results and recommendations. If in agreement, Kimley-Horn will utilize flow data and hydraulic parameters provided in preliminary drainage study to develop proposed storm drain design, as agreed upon by City. Storm drain design will be completed in generally acceptable software, and further two dimensional (2-D) modeling that includes a proposed surface will not be completed. It is the City's intent in the future to complete a master drainage plan for the Aviation Heights area inclusive of the Lindbergh project limits. Because a full 2-D model has not been completed and is not included in the base scope of this project, it is possible that future improvements to Lindbergh (roadway and storm drain) may be required to convey the full flow of this area.
- Kimley-Horn will prepare a technical memorandum that list design assumptions and any potential impacts of designing the storm drain system based on the existing surface, and how that compares to the City's design manual
- It is unknown whether proposed storm drain improvements will require relocation of existing utilities. Therefore, for development of this proposal, it is assumed utility relocation services will not be required.
- Coordination with TxDOT has already been completed by City and will not be required of Kimley-Horn
- A total of one (1) round of comments for 90% design phase is assumed
- A total project schedule of 9-months is anticipated, including a 5-month construction schedule

EXCLUSIONS

- Completion of a 2-D hydraulic model with proposed conditions surface
- Geotechnical engineering
- Utility relocation design
- Detailed traffic control plans, outside of the proposed detour route included in the basic scope of services

- Detailed drainage report
- Additional round of comments to what is specified
- Additional design milestones to what is proposed for this task
- Monthly project meetings during construction phase
- Any other services not listed in the basic scope of services or project work plan

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

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

SCHEDULE

Upon approval by the City staff and Council, Kimley-Horn will prepare and submit a design schedule for both tasks with an emphasis on the City's desirable construction period. It is understood the City's desire that preservation projects associated with Task A be completed at an accelerated schedule. Kimley-Horn will coordinate with the City to determine an approximate bid date for preservation projects that is reflective of both the effort required to complete remaining tasks and the City's intent to expedite delivery. Design schedules will also be coordinated with the City for street rehabilitation projects identified in Task A and Task B – Lindbergh Street Reconstruction. Kimley-Horn is ready to immediately begin work on the scope included within this additional service proposal upon acceptance and approval from the City.

Construction phase services for the contracts proposed for this project is based on durations identified in the Assumptions section above. Per project scoping meeting with Schertz, daily coordination with the Contractor will be handled internally by Schertz staff, so the expected service Kimley-Horn will provide during the construction phase is limited to the scope outlined above. Should construction exceed the identified durations due to conditions beyond the control of Kimley-Horn, an additional service proposal will be submitted to the City for Kimley-Horn to continue providing construction phase services for the remainder of the project.

FEE AND BILLING

Kimley-Horn will perform the above outlined scope of services, including project expenses, for an amount not to exceed **\$344,970**, and in accordance with the following fee summary table:

Task	Description of Service	Amount	Basis of Compensation
	TASK A - 2020 PRESERVATION & REHABILITATION PROJECTS		
	BASIC SERVICES		
1A	Project Management	\$ 8,460.00	[Lump Sum]
2A	Geotechnical Engineering Services	\$ 32,460.00	[Lump Sum]
3A	Final Field Reviews & Confirm Program List	\$ 10,590.00	[Lump Sum]
4A	Update Preservation Construction Drawings with Bid Phase	\$ 30,730.00	[Lump Sum]
5A	Prepare Limited Construction Drawings for Rehabilitation Projects with Bid Phase	\$ 59,805.00	[Lump Sum]
6A	Bid Phase - 2018 SPAM Remediation	\$ 12,690.00	[Lump Sum]
7A	Repair Markings for Preservation Projects	\$ 9,200.00	[Hourly]
8A	Construction Phase	\$ 23,785.00	[Lump Sum]
9A	Reimbursable Project Expenses	\$ 1,050.00	[Lump Sum]
	Total Task A (Basic Services)	\$ 188,770.00	
	TASK B - LINDBERGH AVENUE RECONSTRUCTION		
	BASIC SERVICES		
1B	Project Management	\$ 6,385.00	[Lump Sum]
2B	Data Review	\$ 3,470.00	[Lump Sum]
3B	Survey Services	\$ 8,090.00	[Lump Sum]
4B	Drainage Technical Memorandum Review	\$ 8,960.00	[Lump Sum]
5B	90% Design	\$ 70,120.00	[Lump Sum]
6B	Final Design	\$ 17,655.00	[Lump Sum]
7B	Bid Phase	\$ 8,795.00	[Lump Sum]
8B	Construction Phase	\$ 17,220.00	[Lump Sum]
9B	Reimbursable Expenses	\$ 550.00	[Lump Sum]
	SubTotal Task B (Basic Services)	\$ 141,245.00	
	SUPPLEMENTAL SERVICES		
SS - 1B	Subsurface Utility Engineering	\$ 11,510.00	[Lump Sum]
SS - 2B	TDLR	\$ 3,445.00	[Lump Sum]
	SubTotal Task B (Supplemental Services)	\$ 14,955.00	
	Total Task B (Basic + Supplemental Services)	\$ 156,200.00	
	TOTAL COMPENSATIOIN (TASK A & B - AS NO. 1)	\$ 344,970.00	

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

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE# 928



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

Attachments

- 1 – Project Work Plan (TASK A – 2020 Preservation and Rehabilitation Projects)
- 2 – Project Work Plan (TASK B – Lindbergh Avenue Reconstruction)
- 3 – Task A: Geotechnical Engineering Fee Proposal (Terracon)
- 4 – Task B: Survey Fee Proposal (Sherwood Surveying)
- 5 – Task B: SUE Fee Proposal (Rios Group)
- 6 – Task B: Lindbergh Project Location Map

Fee/Price Proposal Breakdown for Professional Services

		2020 Roadway Improvements
	Project Name:	On-Call Engineering Services, Task Order - 02 Additional Service No. 1
		TASK A - Preservation & Rehabilitation Projects
	Design Firm:	Kimley-Horn and Associates, Inc.
	Date Proposal Submitted:	4/7/2021
	CoS Project Manager:	John Nowak, PE
	Kimley-Horn Project Manager:	Stephen Aniol, PE

	Position/Personnel Title	QA/QC Manager	Sr. Project Manager	Civil Engineer	Staff Engineer II	Senior Design Technician	Administrative Clerical		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
	Contract Approved Rates	\$ 225.00	\$ 195.00	\$ 145.00	\$ 115.00	\$ 115.00	\$ 75.00				
	Task to be performed/Phase Description (including Sub-consultant work)							Total Hours			
	BASIC SERVICES										
1A	Project Management	0	26	14	2	2	12	56	\$ 8,460.00	\$ -	\$ 8,460.00
1.1	Project management and monthly invoicing		24	12			12	48	\$ 7,320.00		
1.2	Project kickoff/continuation meeting		2	2	2	2		8	\$ 1,140.00		
2A	Geotechnical Engineering Services	0	7	6	7	0	4	24	\$ 3,340.00	\$ 29,120.00	\$ 32,460.00
2.1	Geotechnical engineering services							0	\$ -	\$ 29,120.00	
2.2	Sub-contract management		2		4		4	10	\$ 1,150.00		
2.3	Prepare pavement boring plan and coordinate drilling operations (including site visit)		2	4	3			9	\$ 1,315.00		
2.4	Review boring logs and draft engineering report		2					2	\$ 390.00		
2.5	Coordinate emulsion application rate recommendations with City and Geotech		1	2				3	\$ 485.00		
3A	Final Field Reviews & Confirm Program List	0	10	12	44	16	0	82	\$ 10,590.00	\$ -	\$ 10,590.00
3.1	Update repair schematics per final adjustments/City comments		4		12	16		32	\$ 4,000.00		
3.2	Update individual street quantities and overall program OPCCs (Preservation), incorporate Mesa Oaks		2	12	24			38	\$ 4,890.00		
3.3	Coordinate with City on final 2020 program list, revise to fit budget		4		8			12	\$ 1,700.00		
4A	Update Preservation Construction Drawings with Bid Phase	4	26	51	111	40	0	232	\$ 30,730.00	\$ -	\$ 30,730.00
4.1	Update front end sheets			1		4		5	\$ 605.00		
4.2	Update general notes sheets		1	4		4		9	\$ 1,235.00		
4.3	Update quantity summary sheets and street map per neighborhood, including Mesa Oaks		2	8	16	16		42	\$ 5,230.00		
4.4	Incorporate 2018 SPAM projects, including map of streets and slurry seal quantity per street		2	4	16	16		38	\$ 4,650.00		
4.5	Incorporate City construction and TxDOT traffic control standards			2	4			6	\$ 750.00		
4.6	Prepare Slurry Seal specification		2	8	12			22	\$ 2,930.00		
4.7	Prepare Microsurfacing specification		2	8	12			22	\$ 2,930.00		
4.8	Prepare supplemental conditions (including governing specs, special specs, supplemental specs and special provisions)		2	4	4			10	\$ 1,430.00		
4.9	Prepare table of contents and invitation to bidders document			1	3			4	\$ 490.00		
4.10	Prepare bid schedule		1		3			4	\$ 540.00		
4.11	Prepare Owner and Contractor Agreement			1	2			3	\$ 375.00		
4.12	Assemble contract documents and specifications		1	2	8			11	\$ 1,405.00		
4.13	Internal QC/QA	4						4	\$ 900.00		
4.14	Submit draft plans and specs to City for review		1	2	2			5	\$ 715.00		
4.15	Address City comments and submit final construction drawings and specifications		2	4	8			14	\$ 1,890.00		
4.16	Prepare agenda and attend pre-bid meeting		3		4			7	\$ 1,045.00		
4.17	Prepare pre-bid meeting notes		1		1			2	\$ 310.00		
4.18	Prepare & issue addenda		1	2	6			9	\$ 1,175.00		

Fee/Price Proposal Breakdown for Professional Services

	2020 Roadway Improvements On-Call Engineering Services, Task Order - 02 Additional Service No. 1										
	Project Name:	TASK A - Preservation & Rehabilitation Projects									
	Design Firm:	Kimley-Horn and Associates, Inc.									
	Date Proposal Submitted:	4/7/2021									
	CoS Project Manager:	John Nowak, PE									
	Kimley-Horn Project Manager:	Stephen Aniol, PE									
	Position/Personnel Title	QA/QC Manager	Sr. Project Manager	Civil Engineer	Staff Engineer II	Senior Design Technician	Administrative Clerical		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
	Contract Approved Rates	\$ 225.00	\$ 195.00	\$ 145.00	\$ 115.00	\$ 115.00	\$ 75.00				
	Task to be performed/Phase Description (including Sub-consultant work)							Total Hours			
4.19	Attend bid opening		2					2	\$ 390.00		
4.20	Contractor qualification and bid evaluation		1		3			4	\$ 540.00		
4.21	Prepare bid tabulation		1		4			5	\$ 655.00		
4.22	Prepare contract award recommendation letter		1		3			4	\$ 540.00		
5A	Prepare Limited Construction Drawings for Rehabilitation Projects with Bid Phase	2	44	94	301	22	0	463	\$ 59,805.00	\$ -	\$ 59,805.00
5.1	Field work to obtain flatwork replacement measurements (10 streets)		12	48	48	12		120	\$ 16,200.00		
5.2	Prepare cover and table of contents sheet				4			4	\$ 460.00		
5.3	Prepare general notes sheets (City standard and special notes)		1	2	4			7	\$ 945.00		
5.4	Prepare flatwork replacement aerial schematic sheets (10 streets, est. 28 sheets)		10	20	160			190	\$ 23,250.00		
5.5	Develop quantity summary with map of streets		2	4	24	8		38	\$ 4,650.00		
5.6	Incorporate relevant construction standards			1	2	2		5	\$ 605.00		
5.7	Prepare OPCC		1	2	4			7	\$ 945.00		
5.8	Prepare supplemental conditions (including governing specs, special specs, supplemental specs and special provisions)		2	4	4			10	\$ 1,430.00		
5.9	Prepare table of contents and invitation to bidders document			1	2			3	\$ 375.00		
5.10	Prepare bid schedule			1	3			4	\$ 490.00		
5.11	Prepare Owner and Contractor Agreement			1	1			2	\$ 260.00		
5.12	Assemble contract documents and specifications		1	2	6			9	\$ 1,175.00		
5.13	Internal QC/QA	2						2	\$ 450.00		
5.14	Submit draft plans and specs to City for review		1	2	2			5	\$ 715.00		
5.15	Address City comments and submit final construction drawings and specs		2	4	16			22	\$ 2,810.00		
5.16	Prepare agenda and attend pre-bid meeting		3		4			7	\$ 1,045.00		
5.17	Prepare pre-bid meeting notes		1		1			2	\$ 310.00		
5.18	Prepare & issue addenda		2	2	6			10	\$ 1,370.00		
5.19	Attend bid opening		2					2	\$ 390.00		
5.20	Contractor qualification and bid evaluation		2		4			6	\$ 850.00		
5.21	Prepare bid tabulation		1		3			4	\$ 540.00		
5.22	Prepare contract award recommendation letter		1		3			4	\$ 540.00		
6A	Bid Phase - 2018 SPAM Remediation	2	14	18	52	8	0	94	\$ 12,690.00	\$ -	\$ 12,690.00
6.1	Fog seal quantities		2	4	12			18	\$ 2,350.00		
6.2	Prepare fog seal project map				2	8		10	\$ 1,150.00		
6.3	Prepare supplemental conditions (including governing specs, special specs, supplemental specs and special provisions)		1	2	4			7	\$ 945.00		
6.4	Prepare table of contents and invitation to bidders document				2			2	\$ 230.00		
6.5	Prepare bid schedule		1		3			4	\$ 540.00		
6.6	Prepare Owner and Contractor Agreement			1	2			3	\$ 375.00		
6.7	Prepare OPCC		1	2	2			5	\$ 715.00		
6.8	Assemble contract documents and specifications		1	1	6			8	\$ 1,030.00		

CITY OF SCHERTZ

ATTACHMENT 1 - TASK A PROJECT WORK PLAN

Fee/Price Proposal Breakdown for Professional Services

		2020 Roadway Improvements On-Call Engineering Services, Task Order - 02 Additional Service No. 1 TASK A - Preservation & Rehabilitation Projects Kimley-Horn and Associates, Inc. 4/7/2021 John Nowak, PE Stephen Aniol, PE
	Project Name:	
	Design Firm:	
	Date Proposal Submitted:	
	CoS Project Manager:	
	Kimley-Horn Project Manager:	

	Position/Personnel Title	QA/QC Manager	Sr. Project Manager	Civil Engineer	Staff Engineer II	Senior Design Technician	Administrative Clerical		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
	Contract Approved Rates	\$ 225.00	\$ 195.00	\$ 145.00	\$ 115.00	\$ 115.00	\$ 75.00				
	Task to be performed/Phase Description (including Sub-consultant work)							Total Hours			
6.9	Internal QC/QA	2						2	\$ 450.00		
6.10	Submit draft specs to City for review		1	1	1			3	\$ 455.00		
6.11	Address City comments and submit final construction drawings and specs		1	2	2			5	\$ 715.00		
6.12	Prepare agenda and attend pre-bid meeting		3		4			7	\$ 1,045.00		
6.13	Prepare pre-bid meeting notes		1		1			2	\$ 310.00		
6.14	Prepare & issue addenda		1	1	4			6	\$ 800.00		
6.15	Attend bid opening			2				2	\$ 290.00		
6.16	Contractor qualification and bid evaluation			1	3			4	\$ 490.00		
6.17	Prepare bid tabulation			1	2			3	\$ 375.00		
6.18	Prepare contract award recommendation letter		1		2			3	\$ 425.00		
7A	Repair Markings for Preservation Projects	0	0	0	80	0	0	80	\$ 9,200.00	\$ -	\$ 9,200.00
7.1	Repair markings for Preservation projects				80			80	\$ 9,200.00		
8A	Construction Phase	0	36	49	84	0	0	169	\$ 23,785.00	\$ -	\$ 23,785.00
8.1	Attend pre-construction meetings (Est. 3)		9		9			18	\$ 2,790.00		
8.2	Material submittal review (Est. 7)		3	4	10			17	\$ 2,315.00		
8.3	Construction site visits and report (Est. 6 months twice monthly, 1 report per month)		12	24	36			72	\$ 9,960.00		
8.4	Respond to contractor RFI (Est. 5)		4	8	12			24	\$ 3,320.00		
8.5	Review and respond to contractor change order proposal (Est. 2 proposal)		2		4			6	\$ 850.00		
8.6	Review contractor monthly pay estiamtes and schedule (Slurry) (Est. 5 months at 1 per month)		2	5	5			12	\$ 1,690.00		
8.7	Review contractor monthly pay estiamtes and schedule (Rehab) (Est. 6 months at 1 per month)		3	6	6			15	\$ 2,145.00		
8.8	Review contractor monthly pay estiamtes and schedule (2018 SPAM) (Est. 2 months at 1 per month)		1	2	2			5	\$ 715.00		
9A	Reimbursable Project Expenses	0	0	0	0	0	0	0	\$ 1,050.00	\$ -	\$ 1,050.00
9.1	Mileage for site visits and meetings								\$ 750.00	\$ -	
9.2	Field marking paint for base repair patches								\$ 300.00	\$ -	
	Total Hours (Basic Services):	8	163	244	681	88	16	1200			
	Total Fee (Basic Services):								\$ 159,650.00	\$ 29,120.00	\$ 188,770.00

Fee/Price Proposal Breakdown for Professional Services

				2020 Roadway Improvements										
				On-Call Engineering Services, Task Order - 02										
				Additional Services No. 1										
				TASK B - Lindbergh Avenue Reconstruction										
			Design Firm:	Kimley-Horn & Associates										
			Date Proposal Submitted:	4/7/2021										
			CoS Project Manager:	John Nowak, PE										
			Kimley-Horn Project Manager:	Stephen Aniol, PE										
					QA/QC Manager	Sr. Project Manager	Civil Engineer	Staff Engineer II	Senior Design Technician	Administrative/Clerical		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
				Position/Personnel Title										
				Contract Approved Rates	\$ 225.00	\$ 195.00	\$ 145.00	\$ 115.00	\$ 115.00	\$ 75.00				
			Task to be performed/Phase Description (including Sub-consultant work)								Total			
			BASIC SERVICES											
1B			Project Management	0	24	0	7	0	12	43	\$ 6,385.00	\$ -	\$ 6,385.00	
	1.1		Monthly invoicing & reporting/updates		10				10	20	\$ 2,700.00			
	1.2		Survey sub-consultant contract coordination		2				2	4	\$ 540.00			
	1.3		Ongoing internal and City coordination		6					6	\$ 1,170.00			
	1.4		Initial project site visit		3		3			6	\$ 930.00			
	1.5		Meetings							0	\$ -			
	1.5.1		Project kick-off meeting (City)		2		2			4	\$ 620.00			
	1.5.2		Prepare meeting notes		1		2			3	\$ 425.00			
2B			Data Review	0	6	0	4	16	0	26	\$ 3,470.00	\$ -	\$ 3,470.00	
	2.1		Review data provided by City		4		4	12		20	\$ 2,620.00			
	2.2		Coordinate Additional Data Retrieval from prior Consultant		2			4		6	\$ 850.00			
3B			Survey Services	0	3	5	6	6	0	20	\$ 2,690.00	\$ 5,400.00	\$ 8,090.00	
	3.1		Full Topographic Survey							0	\$ -			
		3.1.1	Site meeting with Survey		2					2	\$ 390.00			
		3.1.2	Obtain additional survey at Lindbergh/Exchange and Lindbergh/Curtiss. Confirm previous survey data, refresh control, & compile new & existing survey							0	\$ -	\$ 4,900.00		
		3.1.3	Field review of survey deliverable, coordinate comments		1	4		6		11	\$ 1,465.00			
		3.1.4	Develop new Microstation surface file (.TIN)			1	4			5	\$ 605.00			
		3.1.5	Create project control sheet				2			2	\$ 230.00	\$ 500.00		
4B			Drainage Technical Memorandum Review	0	9	14	45	0	0	68	\$ 8,960.00	\$ -	\$ 8,960.00	
	4.1		Review Drainage Areas			2	8			10	\$ 1,210.00			
	4.2		Review Hydrologic Parameters		1	1	5			7	\$ 915.00			
	4.3		Review hydraulic structures input into the model		1	1	8			10	\$ 1,260.00			
	4.4		Run duplicate XPSWMM model to replicate results		1	2	8			11	\$ 1,405.00			
	4.5		Tech Memo describing findings		2	4	16			22	\$ 2,810.00			
	4.6		QA/QC		4	4				8	\$ 1,360.00			
5B			90% Design	8	45	95	236	162	0	546	\$ 70,120.00	\$ -	\$ 70,120.00	
	5.1		Design							0	\$ -			
		5.1.1	Internal design coordination		4	4	4	4		16	\$ 2,280.00			
		5.1.2	Horizontal Alignments (Lindbergh/Exchange/Curtiss)			1	6			7	\$ 835.00			
		5.1.3	Update ADA improvements within additional project areas			2	8			10	\$ 1,210.00			
		5.1.4	Roadway profiles (Lindbergh, Exchange & Curtiss)		2	4	16			22	\$ 2,810.00			
		5.1.5	Roadway cross-sections (Lindbergh - estimated 20 sections)		2	4	20			26	\$ 3,270.00			
		5.1.6	Redo intersection grading plan (Lindbergh/Exchange)		2	4	10			16	\$ 2,120.00			
		5.1.7	Intersection grading plan (Lindbergh/Curtiss)		1	2	6			9	\$ 1,175.00			
		5.1.8	Striping & signage layout (add new on Lindbergh, revise parking)		2	4	8			14	\$ 1,890.00			
		5.1.9	Analyze existing storm sewer system		1	4	16			21	\$ 2,615.00			
		5.1.10	Prepare horizontal storm sewer alignments		1	2	8			11	\$ 1,405.00			
		5.1.11	Storm sewer design & profiles (Lindbergh & Exchange systems)		2	8	32			42	\$ 5,230.00			
										0	\$ -			

Fee/Price Proposal Breakdown for Professional Services

			<div>Project Name:</div> <div>Design Firm:</div> <div>Date Proposal Submitted:</div> <div>CoS Project Manager:</div> <div>Kimley-Horn Project Manager:</div>	<div>2020 Roadway Improvements</div> <div>On-Call Engineering Services, Task Order - 02</div> <div>Additional Services No. 1</div> <div>TASK B - Lindbergh Avenue Reconstruction</div> <div>Kimley-Horn & Associates</div> <div>4/7/2021</div> <div>John Nowak, PE</div> <div>Stephen Aniol, PE</div>									
			Position/Personnel Title	QA/QC Manager	Sr. Project Manager	Civil Engineer	Staff Engineer II	Senior Design Technician	Administrative/Clerical		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
			Contract Approved Rates	\$ 225.00	\$ 195.00	\$ 145.00	\$ 115.00	\$ 115.00	\$ 75.00				
			Task to be performed/Phase Description (including Sub-consultant work)							Total			
	5.2		Plan Production - General							0	\$ -		
		5.2.1	Update cover/index sheet					2		2	\$ 230.00		
		5.2.2	Update project layout			1		6		7	\$ 835.00		
		5.2.3	Update horizontal alignment data sheet				2			2	\$ 230.00		
		5.2.4	Update quantity (roadway/drainage) and driveway summary sheet				1	4		5	\$ 575.00		
		5.2.5	Incorporate Client standard notes & develop supplemental general notes		1	4		4		9	\$ 1,235.00		
										0	\$ -		
	5.3		Plan Production - Roadway							0	\$ -		
		5.3.1	Existing typical sections (update existing)				2			2	\$ 230.00		
		5.3.2	Proposed typical sections (update existing)				3			3	\$ 345.00		
		5.3.3	Plan & Profile sheets (update existing)			2		12		14	\$ 1,670.00		
		5.3.4	Plan & Profile sheets (New - Lindbergh - 2, Curtiss - 1)		2	6		30		38	\$ 4,710.00		
		5.3.5	Striping & signage plan sheets (update existing)		1	3		8		12	\$ 1,550.00		
		5.3.6	Striping & signage plan sheets (New - Lindbergh -1)			1		4		5	\$ 605.00		
		5.3.7	Update Lindbergh at Exchange intersection layout/grading plan sheet			1	4			5	\$ 605.00		
		5.3.8	Develop Lindbergh at Curtiss intersection layout/grading plan sheet		1	1	4	6		12	\$ 1,490.00		
		5.3.9	Prepare proposed cross section sheets (Lindbergh - estimated 10 sheets)			1		8		9	\$ 1,065.00		
		5.3.10	Incorporate relevant roadway standards			1	4			5	\$ 605.00		
		5.3.11	Develop miscellaneous roadway details		1	2	4			7	\$ 945.00		
										0	\$ -		
	5.4		Plan Production - Drainage							0	\$ -		
		5.4.1	Develop drainage area map sheet			1	8			9	\$ 1,065.00		
		5.4.2	Hydraulic computations & sheet (Lindbergh system)			1	6			7	\$ 835.00		
		5.4.3	Hydraulic computations & sheet (Exchange system)			1	6			7	\$ 835.00		
		5.4.4	Storm sewer plan & profile sheets (Lindbergh system) (3 sheets)		3	6		30		39	\$ 4,905.00		
		5.4.5	Storm sewer plan & profile sheets (Exchange system) (2 sheets)		2	4		20		26	\$ 3,270.00		
		5.4.6	Incorporate relevant storm sewer standards			2	4			6	\$ 750.00		
		5.4.7	Develop miscellaneous storm sewer details		1	2	8	4		15	\$ 1,865.00		
										0	\$ -		
	5.5		Plan Production - Traffic Control							0	\$ -		
		5.5.1	Update traffic control detour sheet to include revised project limits			1	8			9	\$ 1,065.00		
										0	\$ -		
	5.6		Plan Production - SW3P							0	\$ -		
		5.6.1	Prepare SW3P Narrative & sheet			2		4		6	\$ 750.00		
		5.6.2	Incorporate SW3P protection measures on Roadway sheets			1		4		5	\$ 605.00		
										0	\$ -		
	5.7		Prepare Drainage TM		1	2	10			13	\$ 1,635.00		
	5.8		Develop Quantities		1	2	8			11	\$ 1,405.00		
	5.9		Prepare OPCC		1		6			7	\$ 885.00		
	5.10		Prepare list of governing and special specifications		1	4				5	\$ 775.00		
	5.11		Internal QA/QC	8	8	4	8	8		36	\$ 5,780.00		
	5.12		90% submittal		2		4	4		10	\$ 1,310.00		
	5.13		90% City review meeting		2		2			4	\$ 620.00		
6B			Final Design	4	15	24	54	36	0	133	\$ 17,655.00	\$ -	\$ 17,655.00
	6.1		Address comments and finalize general sheets		1	2		4		7	\$ 945.00		
	6.2		Address comments and finalize roadway sheets		2	2	6	16		26	\$ 3,210.00		
	6.3		Address comments and finalize drainage sheets		2	2	4	12		20	\$ 2,520.00		

Fee/Price Proposal Breakdown for Professional Services

			2020 Roadway Improvements										
			On-Call Engineering Services, Task Order - 02										
			Additional Services No. 1										
			TASK B - Lindbergh Avenue Reconstruction										
			Kimley-Horn & Associates										
			4/7/2021										
			John Nowak, PE										
			Stephen Aniol, PE										

ATTACHMENT 2 - TASK B PROJECT WORK PLAN

	Project Name:
	Design Firm:
	Date Proposal Submitted:
	CoS Project Manager:
	Kimley-Horn Project Manager:

			Position/Personnel Title	QA/QC Manager	Sr. Project Manager	Civil Engineer	Staff Engineer II	Senior Design Technician	Administrative/Clerical		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
			Contract Approved Rates	\$ 225.00	\$ 195.00	\$ 145.00	\$ 115.00	\$ 115.00	\$ 75.00				
			Task to be performed/Phase Description (including Sub-consultant work)							Total			
			Total Fee (Basic Services):								\$ 135,845.00	\$ 5,400.00	\$ 141,245.00

March 15, 2021

ATTACHMENT 3 - TASK A Geotech



Kimley-Horn
601 NW Loop 410, Suite 350
San Antonio, TX 78216

Attn: Mr. Stephen J. Aniol, P.E.
D: (210) 321-3404
M: (210) 612-0546
E: Stephen.Aniol@kimley-horn.com

Re: Proposal for Geotechnical Engineering Services
Schertz 2020 Roadway Improvements
Various City Streets
Schertz, Texas
Terracon Proposal Number: P90215067

Dear Mr. Aniol:

Based on an email request dated March 9, 2021, Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above referenced project. **We understand that we have been selected to provide these services for this publicly funded project. Therefore, providing cost information is in compliance with the Texas Professional Services Procurement Act.** This proposal outlines our understanding of the project and scope of services and provides a lump sum fee for our services.

A. PROJECT INFORMATION

Project information

Kimley-Horn (client) is submitting a proposal to the City of Schertz for various city streets improvements.

Site Location

The City Roadway improvement will be for the following city streets:

Street	Limits	Length (ft)
Columbia	Country Club Blvd to Covers Cove	2,910
St. Andrews	Country Club Blvd to Pebble Beach	900
Dove Meadows	Borgfield to Silvertree Blvd	940
Mourning Dove	Dove Meadows to cul-de-sac	350
White Wing	Dove Meadows to cul-de-sac	360
Grey Feather	Dove Meadows to cul-de-sac	370
Silvertree Blvd	Roy Richard Dr to cul-de-sac	1,200

Street	Limits	Length (ft)
Idlewood	Silvertree Blvd to cul-de-sac	340
Robin Hood Way	6923 Robin Hood Way to Sherlock Ln	2,400
Nottinghamshire	Sherlock Ln to Ware Seguin Rd	1,060

B. SCOPE OF SERVICES

The geotechnical services to be provided by Terracon are summarized in the following paragraphs.

Field Program – Based on the request from the client, our field exploration will consist of:

Street	Length (ft)	Number of Soil Borings	Depth of Borings (feet)	Pavement Cores
Columbia	2,910	4	10	4
St. Andrews	900	2	10	---
Dove Meadows	940	3	10	---
Mourning Dove	350	1	10	---
White Wing	360	1	10	---
Grey Feather	370	1	10	---
Silvertree Blvd	1,200	2	10	---
Idlewood	340	1	10	---
Robin Hood Way	2,400	3	10	3
Nottinghamshire	1,060	2	10	---
Total		20	200	7

Sampling will be in general accordance with industry standard procedures wherein Shelby tube samples (ASTM D-1587) or split-barrel samples (ASTM D-1586) are obtained. Sampling will be performed in 2-ft intervals to the boring completion depths. Groundwater, if encountered will be measured during and after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

Permitting and Traffic Control – We understand the Terracon will need to obtain a City permit to allow work city street. Terracon will provide traffic control, likely to consist of signage only. We understand, we will be provided a City point of contact to obtain City permit.

Conditions/Items to be provided by Client: Items to be provided by the client include the right of entry to conduct the exploration and the awareness and/or location of any private subsurface utilities existing in the area. We will contact Texas 811, Schertz Water Utilities for location of utilities in public easements. Location of private lines on the property is not part of Terracon scope. All private lines should be marked by others prior to commencement of drilling.

Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work, some such disturbances could occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

The drilling services for this project will be performed by a drilling subcontractor under Terracon's direction. Our fee is based on the site being accessible to our conventional two-wheel drive truck-mounted drilling equipment. Additional costs may result if this is not the case. It does not include services associated with damage of existing landscape or location of underground utilities beyond contacting Texas811. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

For safety purposes, all borings will be backfilled promptly and patched with asphalt or concrete, as appropriate, after their completion. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary.

Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, gradation, Atterberg limits, and sulfate contents.

- Moisture Content Test.
- Gradation Tests or Percent Finer than the No. 200 Mesh (75-µm) Sieve.
- Atterberg Limits.
- Soluble Sulfate Tests.

In addition, three representative bulk samples will be collected from near the roadway and will be tested for the following:

- pH lime series tests.
- PI lime series tests.
- Moisture density relationship (ASTM D698).
- California Bearing Ratio (CBR).

Engineering Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The engineering report will include the following:

ATTACHMENT 3 - TASK A Geotech

- Boring location plan.
- Subsurface exploration procedures.
- Computer generated boring logs with soil classification.
- Summarized laboratory data.
- Groundwater levels observed during and after completion drilling.
- Encountered soil conditions.
- Subgrade soil modification recommendations for pavement design.
- Existing pavement thickness.
- Pavement design recommendation in accordance with the Schertz design manual.

Schedule - We can generally begin the field exploration program within 9 days after receipt of our signed contract and City permit, if site and weather conditions permit. The field work can be done in 5 days if locations can be accessed. A draft report will be completed within 5 weeks of completion of drilling. A final report can be issues after 1 week from the review comments. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs. We will issue a PDF copy of the geotechnical report as the deliverable for this project.

C. COMPENSATION

For the scope of geotechnical and environmental services outlined in this proposal (including drilling, laboratory testing, and reporting), the lump sum fees are:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$29,120

A breakdown of the fees is attached. Unless instructed otherwise, the invoice will be sent to your attention at the above address. Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement Agreement form.

D. AUTHORIZATION

Terracon and Kimley-Horn have a Master Service Agreement for in place (dated March 22, 2016). The proposed Scope of Services may be authorized by a Purchase Order referencing the existing Master Services Agreement. Services will be initiated upon acceptance of PO and receipt of authorization with written notice to proceed (including e-mail). The terms, conditions and limitations stated in the Master Services Agreement, including sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

Proposal for Geotechnical Engineering Services

Schertz 2020 Roadway Improvements ■ Schertz, Texas
March 15, 2021 ■ Terracon Proposal No. P90215067

Terracon

ATTACHMENT 3 - TASK A Geotech

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you. If you have any questions regarding this proposal, please feel free to contact the undersigned.

Sincerely,

Terracon Consultants, Inc.

(Firm Registration: TX F3272)



Tariqul Anwar, P.E.
Project Engineer



Gregory P. Stieben, P.E., D.GE
Senior Consultant

TA/GPS/mhb – P90215067

Attachment: Boring Location Plans
 Fee Breakdown

Schertz 2020 Roadway Improvements ■ Schertz, Texas
March 15, 2021 ■ Terracon Proposal No. P90215067

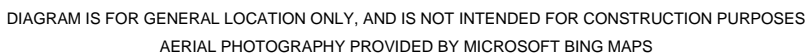


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

BORING LOCATION PLAN

Schertz 2020 Roadway Improvements ■ Schertz, Texas
March 15, 2021 ■ Terracon Proposal No. P90215067

Terracon

ATTACHMENT 3 - TASK A Geotech

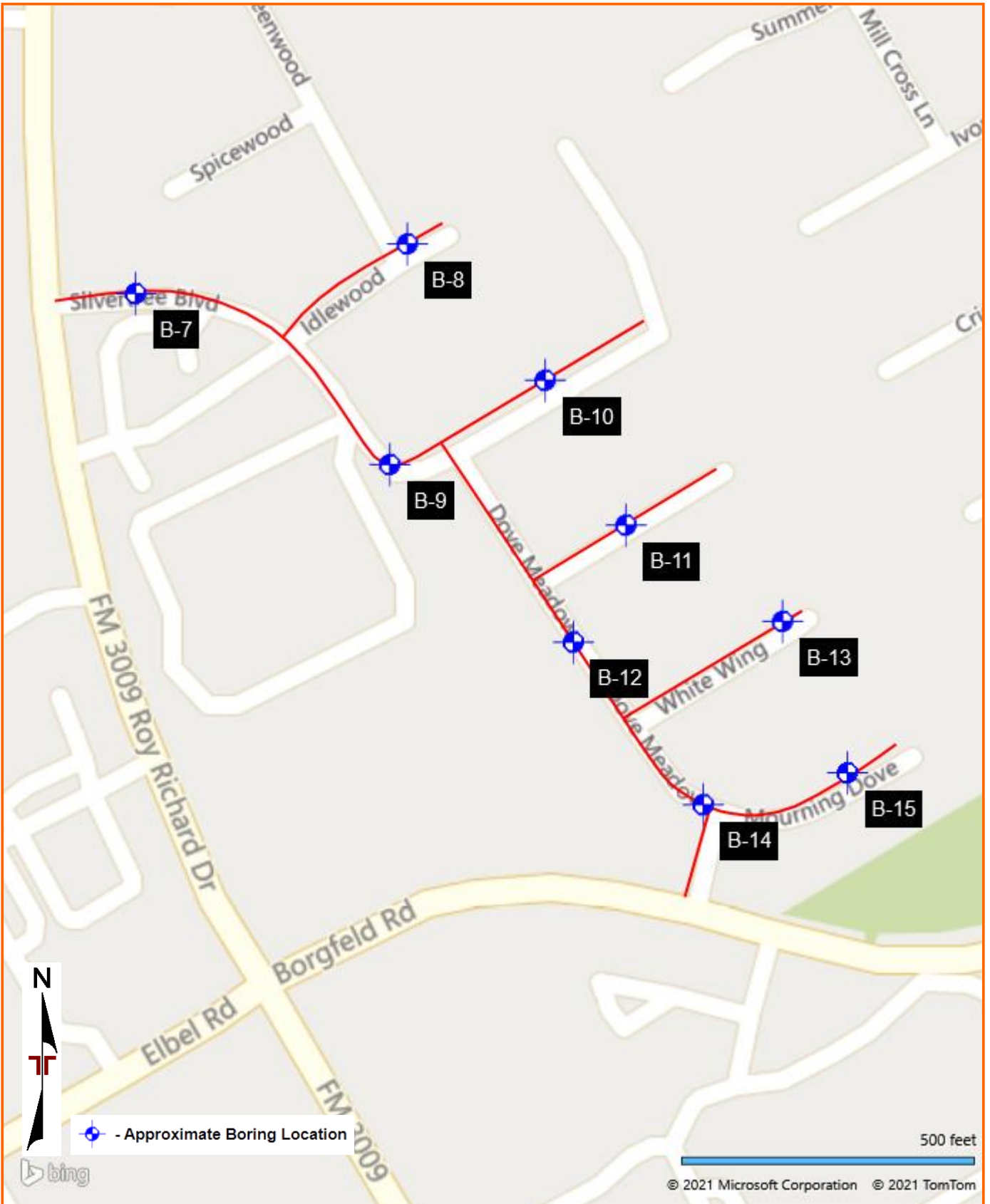


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AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

BORING LOCATION PLAN

Schertz 2020 Roadway Improvements ■ Schertz, Texas
March 15, 2021 ■ Terracon Project No. P90215067

Terracon

ATTACHMENT 3 - TASK A Geotech

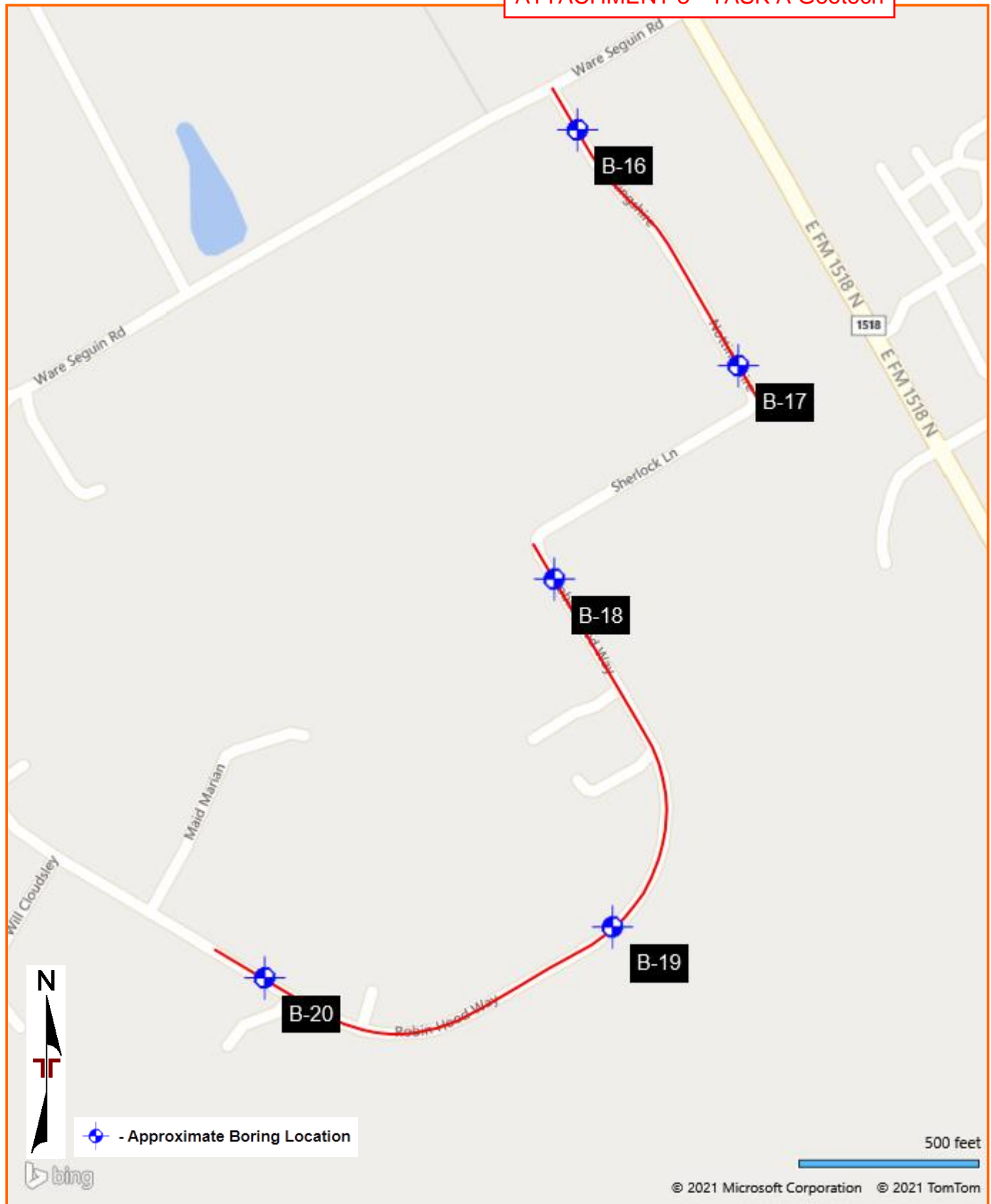


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES
AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS



**Fee Breakdown for Geotechnical Study
Schertz 2020 Roadway Improvements
Schertz, Texas
Proposal No. P90215067**

Geotechnical Borings	Quantity	Unit	Rate	Subtotal
City Permit & Traffic Control	3	each	\$1,500.00	\$4,500.00
Drill Rig and Crew Mob/Demob	3	each	\$350.00	\$1,050.00
Drilling and Sampling - Soil	200	ft	\$17.00	\$3,400.00
Senior Technician (Drilling, Coring & Utility Coordination)	40	hour	\$75.00	\$3,000.00
Vehicle Charge	4	each	\$100.00	\$400.00
				\$12,350.00

Laboratory Testing	Quantity	Unit	Rate	Subtotal
Water Content	80	each	\$10.00	\$800.00
Liquid and Plastic Limits (3 points)	40	each	\$95.00	\$3,800.00
Sieve Analysis (No. 200)	15	each	\$50.00	\$750.00
Pocket Penetrometer	40	each	\$5.00	\$200.00
Soluble Sulfates (TEX-145-E)	15	each	\$30.00	\$450.00
Maximum Density Relations (proctors)	3	each	\$225.00	\$675.00
CBR, Three Point	3	each	\$150.00	\$450.00
Lime modification optimum (using pH)	3	each	\$85.00	\$255.00
Soil-lime mixture design (using plasticity index)	3	each	\$250.00	\$750.00
				\$8,130.00

Professional Services	Quantity	Unit	Rate	Subtotal
Project Principal	12	hour	\$200.00	\$2,400.00
Project Manager	30	hour	\$150.00	\$4,500.00
Staff Engineer	13	hour	\$120.00	\$1,560.00
Clerical	3	hour	\$60.00	\$180.00
				\$8,640.00

Total Estimated Fee \$29,120.00



6477 FM 311 | PO BOX 992
SPRING BRANCH, TX 78070
830.228.5788 P | 830.885.2170 F
WWW.MSENGR.COM | TBPLS #10044200

July 13, 2020

Stephen J. Aniol, P.E.
Kimley-Horn
601 NW Loop 410
Suite 350
San Antonio, Texas 78216

Submitted electronically via email to stephen.aniol@kimley-horn.com

Subject: Fee Proposal for Surveying Services Related to the Lindbergh Survey project, City of Schertz, Texas.

Dear Mr. Aniol:

Thank you for allowing Sherwood Surveying, LLC (Sherwood) the opportunity to make a proposal for the above referenced project. Based on the scope discussed and provided in email as shown exhibit, Sherwood will provide the following scope of services outlined below.

Scope of Services:

Sherwood will perform all requested survey services as shown and requested on the scope of work attached below and survey limits shown on KMZ file provided by client.

Deliverables:

Sherwood Surveying will provide the following deliverables to client:

1. ASCII file with all point numbers and descriptions, X,Y,& Z, P-code format
2. DGN file with a full description of all control and benchmark information.
3. Microstation 2D and 3D files **(Sherwood will merge existing files with new data)**
4. One complete TIN file and TIN.dgn file **(Sherwood will work with KHA to complete TIN file.)**
5. Code lists
6. Field notes and sketches
7. Utility record drawings/as-builts research shall also be submitted when electronic files are delivered
8. Project control sheet with pertinent benchmark and control will be signed and sealed by the RPLS and prepared for submittal, and will be included in the final construction drawings prepared by Kimley-Horn
9. Supplement item – CAD file with up to 3 QL-A test holes with associated QL-B markings adjacent to test hole locations
10. Electronic files delivered that do not follow Kimley-Horn CADD standards will NOT be accepted.

Pricing

Sherwood will provide the above described scope of work for a fee of:

1. **Survey = \$4,900.00**
2. **Project Control Sheet = \$500.00**
3. **SUE Data Collection = \$750.00**

Invoicing will be mailed to your attention at the completion of the project.

Availability

Sherwood currently has sufficient man-power available and can immediately begin work on this project within 7-10 business days if awarded.

Validity

This lump sum proposal is valid for 30 days from the date of the letter. Sherwood is fully insured and will provide proof of same if needed.

Invoicing

Invoicing will be mailed at the completion of the defined scope of work as instructed.

We use Levelset to help manage our payment paperwork such as notices, waivers, and pay apps. These documents notify you that our company is providing labor or materials to help ensure everyone is in the loop. Sending these documents is often legally required because they help create visibility so payment problems can be spotted and addressed. It is our hope to maintain transparency and open communication to ensure this and every job goes smoothly.

We appreciate your consideration of Sherwood for this project. If there is anything that you would like to discuss about this proposal or additional information that you require, please do not hesitate to contact us. Should you find this proposal and terms acceptable, please indicate so by signing and dating the final page and return.

Sincerely,



Rico Laijas
Survey Department Manager

Approved: _____

Date _____

Name (print): _____

Title: _____

Subject: Fee Proposal for Surveying Services Related to the Lindbergh Survey project, City of Schertz, Texas.

Lindbergh Avenue Reconstruction (Between Main Street and Curtiss)

City of Schertz

Survey Scope

Project Description:

Street reconstruction with drainage improvements along Lindbergh Avenue between Main Street and Curtiss Avenue, and along Exchange Ave from Lindbergh Avenue to Randolph Blvd. Provide complete topo survey and DTM within project limits from ROW to ROW.

- Lindbergh – Main Street to Curtiss Avenue
 - Total Length ~ +/- 850 LF
 - Includes Main Street Intersection and 100' north of Lindbergh/Curtiss intersection
- Exchange – Lindbergh Ave to Randolph Blvd
 - Total Length ~ +/- 850 LF
 - Includes 100' west of Lindbergh/Exchange intersection and up to Randolph/Exchange intersection
- Curtiss – 100 LF each direction of Lindbergh intersection
- Main Street – 50 LF each direction of Lindbergh intersection

Existing Survey Files:

City of Schertz (City) provided survey files for project area to Kimley-Horn from previous project Consultant, via email to on June 8, 2020, in which Sherwood Surveying obtained the survey data and produced the deliverables. City desires to utilize the existing survey files for this project to the most feasible extent possible.

Survey Scope:

Sherwood should review existing survey files provided by the the City, and originally produced by Sherwood, and confirm the limits noted above and scope items noted below are included in final survey deliverable.

1. All surveying shall be performed in English Units – US Survey feet, NAD 83 South Central Texas. All control will be assumed.
2. Cross sections at 50-foot intervals, including along Lindbergh, Curtiss and Exchange
 - A. ROW to ROW including centerline, edge of pavement, top of curb, face/back of sidewalk (if present)
 1. Sherwood to confirm existing elevations requested to be used by the City is accurate
3. Each intersection shall be grid format
4. Pick up curbing, flatwork, wheelchair ramps, driveway cuts, roadway pavement limits, striping, signage, etc.
5. Locate and pick up all drainage features, ditches and flowlines within project boundary, including all pipe sizes and flow direction
 - A. Pick up all drainage inlets and pipes at Randolph/Exchange intersection, including pipe sizes and flow direction

6. Locate and pick up noticeable sags/crests that do not follow the normal terrain.
7. Locate and pick up all trees in the right-of-way and describe size and type (3" diameter and above). Surveyor is responsible for accurately identifying trees.
8. Pick up any visible monumentation, apparent right-of-way and property pins to show ROW on files. Notify Project Manager if unable to locate property pins
9. Locate and pick up all irrigation fixtures
10. Provide a minimum of 2 control points along Lindbergh and 1 control point along Exchange, outside of the construction footprint whereas to not be removed during construction
 - A. Sherwood can use existing control set but shall confirm accuracy and reset if damaged.
11. Call "One Call", pick up utility locates, and pick up visible utility appurtenances. Review and include utilities from record drawings and contact Project Manager if additional data is needed to clearly define existing utilities. Manhole lids that are bolted down must be opened by surveyor, utilizing necessary tools required. If manholes are tack welded surveyor should contact Project Manager.
12. Provide property owner description for each parcel within the project boundary
13. Provide DTM and surface file (.tin) that includes necessary break lines to produce accurate surface
14. Prepare DGN files ensuring thorough quality control and quality assurance.
15. See survey KMZ for project boundary

The survey data shall be prepared and provided in MicroStation version v8i. The entire survey shall be continuous and contained in one file using standard CADD drafting procedures and practices. Surveyor shall collect all ground features ensuring enough mass data points are included to develop a PS&E quality DTM to depict the entire terrain within the project limits. All visible utilities and drainage features are to be collected and detailed including any overhead facilities, vegetation must be identified to include species and size, also, any monuments such as iron pins and TxDOT markers and monuments are to be located. All fences, buildings, parking lots, sidewalks and any obvious features shall be located and identified.

DGN files must contain a minimum of two control points drawn to the proper project coordinates and must represent physical "out-on-the-field" control. The points must be labeled in the file to at least the fourth decimal place. Prior to commencing, the surveyor must obtain the proper seed file, which contains the correct working units and global origin. The seed file can be obtained from the TxDOT web site or by contacting the Project Manager at Kimley-Horn.

Topographic files should be in 2D & 3D format. The 2D file must be prepared to use as a topographic background to represent existing conditions on construction drawings. Provide description of elements, flow lines, pipe sizes, top of manholes, etc. on the 2D file with an arrow pointing to the element in order to maintain clarity. The 3D file must contain a DTM triangle model representing the actual terrain including all spot shots, break lines, and voids, the DTM triangle model must be on a discreet level and suitable for export to Geopak TIN. Utility manholes, valve boxes and appurtenances, and trees shall be not be used as part of the

required cross section, and shall not be included in the final DTM, as these items are known to provide false interpretations of existing surface conditions. If this point is nearest to a 50-foot cross section, an additional point shall be obtained outside of the utility or tree.

Level structure on all electronic files developed for Kimley-Horn must follow Kimley-Horn CADD standards, to be provided to surveyor prior to data collection, so that elements of distinctive types reside on a specific level and can be manipulated individually. Level mixing between infrastructure and entities will not be accepted. Utilities such as sewer lines, water lines, gas lines, telephone, CATV, electric conduits, and aerial must reside on discrete levels and line styles, including the size of the utility. Power poles shall be drawn in a level of their own as well as any drainage infrastructure, traffic signal, and illumination.

Text on DGN files shall be relative to the final plot scale as dictated by the Project Manager (1"=40' is desirable). Font 5 (Bridge) is requested for the text used in the survey. Level naming shall be consistent with what it represents, and text must be placed parallel to the roadway it corresponds to.

Final Deliverables

The surveyor shall provide the following deliverable items:

- ASCII file with all point numbers and descriptions, X,Y,& Z, P-code format
- DGN file with a full description of all control and benchmark information.
- Microstation 2D and 3D files
- One complete TIN file and TIN.dgn file
- Code lists
- Field notes and sketches
- Utility record drawings/as-builts research shall also be submitted when electronic files are delivered
- Project control sheet with pertinent benchmark and control will be signed and sealed by the RPLS and prepared for submittal, and will be included in the final construction drawings prepared by Kimley-Horn
- Supplement item – CAD file with up to 3 QL-A test holes with associated QL-B markings adjacent to test hole locations
- **Electronic files delivered that do not follow Kimley-Horn CADD standards will NOT be accepted.**

Sherwood Fee:

- Survey –
- Project Control Sheet –
- SUE Data Collection –
 - Supplement Task

July 13, 2020

Stephen J. Aniol, P.E.
Kimley-Horn
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
210.321.3404 office
Stephen.Aniol@kimley-horn.com

**RE: Subsurface Utility Engineering
City of Schertz - Lindbergh Street Reconstruction**

Dear Mr. Aniol:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email on July 9, 2020.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data." As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL"D") – Information obtained from existing utility records.
- Quality Level C (QL"C") – Surveyed data depicting visible above-ground features supplemented with QL"D" information.
- Quality Level B (QL"B") – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating," this level incorporates QL"C" information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL"A") – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as "locating," this level incorporates QL"B" information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Scope of Work

Based on information provided by Kimley-Horn (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal is to provide up to **three (3)** QL “A” test holes all located within the limits of the City of Schertz – Lindbergh Street Reconstruction. To layout the test hole locations, TRG will perform QL“B” SUE designating in accordance with the *QL“B” – Designating* procedures described below. TRG will attempt to designate the requested utility for 10 feet on each side of the test hole locations. Test hole locations will be selected by the client and provided to TRG prior to mobilization. It is assumed that all test holes will fall within the limits as shown on Exhibit B outlined in light blue. TRG also assumed **no** test holes will be selected within the TxDOT ROW and no TXDOT permits / coordination will be required.

*The survey of QL “B” and QL“A” SUE information is **not** included in this scope of work. It is assumed that the Client will provide TRG with the necessary survey control information.*

Any necessary Right-of-Entry (ROE) permits, including railroad ROE, will be provided by the Client prior to the start of TRG field work.

TRG Procedures

QL“D” and “C” – Records Research and Surface Feature Survey

It is the responsibility of the SUE provider to perform due-diligence with regard to records research and the acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.

QL“B” – Designating

Following a review of the project scope and available utility records with the project manager, TRG field personnel will begin designating the approximate horizontal position of known subsurface utilities within the project area. A suite of geophysical equipment that includes magnetic and electromagnetic induction will be used to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing. TRG will make a reasonable attempt to designate Unknown utilities identified during field work; however, no guarantee is made that all Unknown utilities will be designated. Utilities will be marked and labeled to distinguish type and ownership. Field data depicting the designated utilities, as well as relevant surface features, will be produced to ensure accuracy and completeness of subsequent survey data. The TRG project manager will review the collected survey data, field data, and utility records for accuracy and completeness.

QL“A” – Locating

TRG will utilize non-destructive vacuum excavation equipment to excavate test holes at the requested locations. To layout the test holes, TRG will follow the *QL“B” – Designating* procedures described above. Once each utility is located, TRG will record the size, type,

material, and depth. Test holes will be uniquely marked. Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. If necessary, TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface. TRG assumes that flowable fill will not be required when backfilling test holes and that full-section pavement repair (including sidewalks) will not be required to restore the original pavement surface. If requested, these services can be provided at an additional cost.

TRG will establish any necessary routine traffic control measures at no additional cost. However, if non-routine traffic control measures (lane closures, traffic detours, flagpersons, etc.) are required, this service will be invoiced as a direct expense. Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance. Additionally, excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

TRG has made the following assumptions with regard to the test holes on this project:

- All test holes will be accessible to truck-mounted vacuum excavation equipment.
- Right-Of-Way (ROW) permits from the City of Schertz (COS) will be required. TRG will obtain all required permits and ensure that coordination and compliance is provided.
- Designed traffic control plans will **not** be required.
- Non-routine traffic control measures will be required depending on test hole locations. TRG will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor and ensure that adequate traffic control is provided.
- The coring of pavement may be required.

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all designated and located utilities. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the work can be completed in thirteen (13) working days, broken down as follows:

- Layout test holes – 1 day
- QL“A” field work – 2 days (after permit approval)
- QL“A” deliverable preparation – 10 days (after receipt of survey data)

Estimated Fee

The total estimated cost to complete the work described herein is **Seven Thousand Six Hundred Eighty Dollars and NO/100 (\$7,680.00)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on an assumption of quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 210.981.3050.

Respectfully,

The Rios Group, Inc.

A handwritten signature in black ink, appearing to read 'Albert John Saldivar', is shown within a light gray rectangular box.

Albert John Saldivar

Project Manager

Estimate for Subsurface Utility Engineering
Lindbergh Project Boundary
Schertz, Tx

EXHIBIT A

Direct Expenses	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
ROW Permits	\$ 270.00	1	EA	\$ 270.00
Traffic Control (Standard)*	\$ 350.00	2	DAY	\$ 700.00
Deliverable Preparation	\$ 750.00	1	LS	\$ 750.00
Flowable Backfill*	\$ 270.00	3	EA	\$ 810.00
Sub-Total				\$ 2,530.00
*Depends on TH Locations				
Test Hole Layout	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Test Hole Layout Crew	\$ 2,500.00	0.5	DAY	\$ 1,250.00
Sub-Total				\$ 1,250.00
QL"A" SUE Test Holes				
Unit Rate - Depth	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit Of Measure</i>	<i>Sub-Total</i>
0 - 4 feet	\$ 850.00	2	EA	\$ 1,700.00
4 - 8 feet	\$ 1,150.00	1	EA	\$ 1,150.00
8 - 12 feet	\$ 1,450.00	0	EA	\$ -
12 - 18 feet	\$ 2,300.00	0	EA	\$ -
Pavement Coring*	\$ 350.00	3	EA	\$ 1,050.00
Test Hole Total		3		
Sub-Total				\$ 3,900.00
Total Estimated Cost				\$ 7,680.00

ATTACHMENT 6 - Task B Lindbergh Project Location Map



Curtiss Ave

Randolph Blvd.

Exchange Ave

Lindbergh Ave

1518

78

CITY COUNCIL MEMORANDUM

City Council Meeting: April 13, 2021
Department: Public Works
Subject: Resolution No. 21-R-34 - Consideration and/or action approving a resolution by the City of Schertz, Texas, authorizing a submission to the Office of Congressman Vicente Gonzalez to seek funding under the Fiscal Year 2022 Community Project Funding for the Corbett Ground Storage Tank. (C. Kelm/S. Williams/S. McClelland)

BACKGROUND

In late March, the Mayor and City Management were made aware by Congressman Vicente Gonzalez of a change in the annual appropriations process through the House Committee on Appropriations which allow eligible governmental entities the ability to request Community Project Funding (CPF). Through CPF, Members of Congress have the opportunity to request direct funding for up to ten specific entities and projects throughout their districts. These projects should fill a clear and present need in the 15th Congressional District of Texas, be administered by local government or eligible nonprofit leadership, and be able to demonstrate significant support from the community.

City Staff identified the Corbett Ground Storage Tank as a qualifying project to submit to the Congressman's Office. As shown in the attached project abstract, the Corbett Ground Storage Tank Project is an important project for the City to execute to provide critical storage as well as a more resilient water system.

A key component of the evaluation process is to demonstrate significant support from the community. By approving this resolution, the City Council is demonstrating their support for pursuing the completion of this project. While the Congressman's office expects to receive far more CPF requests than can be fulfilled, we believe that the Corbett Ground Storage Tank Project is a strong candidate for funding because of its impact on the entire City of Schertz water system.

City Staff continues to work with the Congressman's staff to identify the best Subcommittee to submit the project under that will offer the best chance for the project to be selected.

GOAL

To obtain authorization and support from the City Council regarding the submission of the Corbett Ground Storage Tank to the Office of Congressman Vicente Gonzalez to seek funding under the Fiscal Year 2022 Community Project Funding.

COMMUNITY BENEFIT

The Corbett Ground Storage Tank Project is an important project for the City to execute to provide critical storage as well as a more resilient water system.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 21-R-34 authorizing a submission to the Office of Congressman Vicente Gonzalez to seek funding under the Fiscal Year 2022 Community Project Funding for the Corbett Ground Storage Tank.

FISCAL IMPACT

Submission for Community Project Funding provides the City an opportunity to obtain Federal funding to construct the Corbett Ground Storage Tank. Depending on the Subcommittee that the project is submitted under, the City may be responsible to contribute a percentage of matching funds for the project.

RECOMMENDATION

Staff recommends Council approve Resolution 21-R-34 authorizing a submission to the Office of Congressman Vicente Gonzalez to seek funding under the Fiscal Year 2022 Community Project Funding for the Corbett Ground Storage Tank.

Attachments

21-R-34

Project Abstract

Corbett Future Site Plan

RESOLUTION NO. 21-R-34

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A SUBMISSION TO THE OFFICE OF CONGRESSMAN VICENTE GONZALEZ TO SEEK FUNDING UNDER THE FISCAL YEAR 2022 COMMUNITY PROJECT FUNDING FOR THE CORBETT GROUND STORAGE TANK.

WHEREAS, the City Staff of the City of Schertz (the "City") recommends that the City actively pursue federal funding through the Fiscal Year 2022 Community Project Funding program in order to construct the Corbett Ground Storage Tank; and

WHEREAS, the office of Congressman Vicente Gonzalez has solicited projects be submitted as part of the appropriations process that fill a clear and present need within the 15th Congressional District of Texas; and

WHEREAS, the Corbett Ground Storage Tank represents a critical component of the City of Schertz water system and has the ability to provide needed storage and redundancy to the entire City; and

WHEREAS, City Council supports the criticality of the Corbett Ground Storage Tank Project for the City of Schertz community.

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 submit the Corbett Ground Storage Tank to the Office of Congressman Vicente Gonzalez in pursuit of Community Project Funding..

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

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

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

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

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

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

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

PASSED AND ADOPTED, this 13th day of April, 2021

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

April 7, 2021

Office of Congressman Vicente Gonzalez

Community Project Funding

City of Schertz Project Abstract: Corbett Water Ground Storage Tank

Explanation of why the project is a priority for the community

The City of Schertz is pleased to submit the Corbett Water Ground Storage Tank Project to Congressman Gonzalez's office in response to the Community Project Funding request for projects.

The City of Schertz receives water from the Schertz Seguin Local Government Corporation (SSLGC) at two locations in the City. The first and primary location is the Live Oak Tank Site located in Central Schertz. This tank site provides water to the "Lower" and "Upper" water zones in the City. The second location that the City receives SSLGC water is at the Corbett Tank Site which is located in Southern Schertz. This tank site currently serves the "Southern" water zone in the City out of an existing elevated water storage tank.

The Corbett Tank Site serves approximately 2,300 water connections which equates to a population of approximately 5,800. The addition of the proposed 3.0 million gallon concrete water ground storage tank will provide critical storage and redundancy at the Corbett Tank Site in order to provide water to customers on a daily basis and to a larger portion of the City in an emergency situation. As detailed above, because the Corbett Tank Site has an SSLGC connection, it will serve as the primary water supply point for the City if the Live Oak Tank Site SSLGC connection fails. The 3.0 million gallons of storage is capable of providing continual water flow to the southern water zone, and is sized to cover the storage needs of the 1.5 million gallon ground storage tank at the Live Oak Tank Site in case of failure. In conjunction with the construction of the new ground storage tank, a new pump station will also be constructed and sized to feed the southern water zone through the existing elevated tank on site, and to pump water to the Live Oak Tank Site. From the Live Oak Tank Site, the water could then be pumped to the remaining water zones in the City, which would provide water to all 16,800 water customers which equates to a population of roughly 42,700. Finally, the project is planned to include a generator adequately sized to run all of the pumps during an electrical outage as experienced during the severe Winter Storm in Texas during February 12-19, 2021

The City of Schertz has begun design of the project and expects design to be completed in 6 months and expects the project to be "shovel ready" in October 2021. The City owns all of the necessary property to construct the project as planned, so no property acquisition is required. The City of Schertz is estimating the project cost is \$5 million as currently scoped.



DRAWINGS ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT/ENGINEER, WHETHER THE PROJECT FOR WHICH THEY ARE INTENDED IS EXECUTED OR NOT. THEY ARE NOT TO BE USED BY ANYONE ON OTHER PROJECTS, OR EXTENSIONS TO THIS PROJECT NOT CONSIDERED IN THE CONTRACT WITHIN A CREASMENT HILL, AND APPROPRIATE COLUMBIANA COUNTY, INDIANA, INC. ENGINEERING, INC.

CITY COUNCIL MEMORANDUM

City Council Meeting: April 13, 2021
Department: City Secretary
Subject: Monthly update - on major projects in progress/CIP. (B. James/K. Woodlee)

Attachments

April 2021 Major Project Update

CITY COUNCIL MEMORANDUM

City Council Meeting: April 13, 2021

Department: City Manager

Subject: Update on Major Projects in Progress

Background

This is the monthly update on large capital 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. 27 Commercial Place Renovation

- Project Status: Pre-Construction Phase
- Estimated Construction Start: Summer 2021
- Cost of Construction: \$1,372,794
- Project Update: GMP contract was negotiated throughout March. GMP contract was approved by City Council at the April 6th City Council meeting. Construction is expected to begin in early summer. Weekly project meetings continue with City Staff and the contractor.

2. Civic Center Kitchen Remodel

- Project Status: Complete
- Construction Start: October 2020
- Estimated Completion: March 2021
- Estimated Project Cost: \$168,000
- Project Update: Both the Grand Ballroom and Blue Bonnet Kitchen renovations have been complete.

3. Emergency Services Restroom Remodel Project

- Project Status: Phase 1 and 2 are complete, Phase 3 is under construction
- Construction Start: August 2020
- Estimated Completion: April 2021
- Cost of Construction (All Phases): \$224,075
- Project Update: Fire Station 1, Phase 1, and Police Station, Phase 2, are complete. EMS Station 1 is Phase 3 of the project and is currently under construction. The plumbing issues that were discovered during demo have been resolved and wall

framing and electrical rough in continue. Tile and other finishes will follow this work. Phase 3 is scheduled to be completed by the end of April.

Streets Projects:

1. Curtiss Avenue Sidewalk

- Project Status: Complete
- Estimated Start: October 2020
- Estimated Completion: January 2021
- Cost of Construction: \$314,289
- Project Update: C-3 Environmental has fully completed the project.

Drainage Projects:

1. Castle Hills Channel, Colony Drive Channel, Osage Avenue Channel

- Project Status: Under Construction
- Start: November 2020
- Estimated Completion: May 2021
- Cost of Construction: \$378,425.15 (NTE \$416,267.68)
- Project Update: C-3 Environmental has completed the Colony Drive Channel. The Castle Hills Channel has all of the punch list items complete and has 80% of vegetation re-established. C-3 is installing the final sections of hydroturf on the Osage Avenue Channel. After the hydroturf is complete the only outstanding items are backfill and fine grading.

2. Doerr Lane Channel

- Project Status: Pre-Construction
- Start: April 2021
- Estimated Completion: June 2021
- Cost of Construction: \$36,000.00
- Project Update: Project awarded to C-3 Environmental. Project includes cleaning out and reshaping the existing channel and installing hydroturf.

3. Savannah Pond, Westchester Channel, Arroyo Verde (2020 Silt Removal Projects)

- Project Status: Bidding Phase
- Consultant: Ford Engineering
- Estimated Construction Start: Summer 2021
- Cost of Construction: \$246,944.71 (NTE \$260,000)
- Project Update: Bids are due on Tuesday, April 20th with an anticipated award following the May 4th council meeting.

4. Fire Station #2 Channel Improvements

- Project Status: Construction Awarded
- Consultant: Ford Engineering
- Estimated Construction Start: May 2021
- Project Update: The project was awarded at the March 23rd Council Meeting to C3 Environmental Specialties. The agreement is in the process of being routed for signatures in order to begin construction next month.

Water Projects:

1. FM 1103 Utility Relocation Project Phase I

- Project Status: Closeout Phase
- Construction Start: August 2019
- Construction Completion: Fall 2020
- Cost of Construction: \$964,424.12
- Project Update: The contractor completed the final punch list items. Project closeout is ongoing.

2. FM 1103 Utility Relocation Project Phase II

- Project Status: Closeout Phase
- Construction Start: September 2020
- Construction Completion: November 2020
- Cost of Construction: \$130,283.75 (NTE: \$143,312)
- Project Update: Project is complete.

3. E. Live Oak Pump Additions Project

- Project Status: Closeout Phase
- Construction Start: April 2020
- Construction Completion: Winter 2021
- Cost of Construction: \$1,560,000
- Project Update: All of the project startup is complete. The contractor continues to work on providing closeout items and addressing the punchlist items.

Engineering Projects:

1. 2018 Street Preservation and Maintenance Reconstruction Project

- Project Status: Substantially Complete
- Construction Start: January 2020
- Construction Completion: Summer 2020
- Cost of Construction: \$1,501,199
- Project Update: No change from last report. The Schertz Parkway Concrete Pavement Repair project has been awarded to San Antonio Constructors. The agreement has been fully executed and we are waiting on the contractor to issue the Notice to Proceed. Once the panels have been repaired, the pavement grinding will be scheduled as soon as possible.



2. 2018 Street Preservation and Maintenance Rehabilitation Project

- Project Status: Fully Complete
- Construction Start: April 2020
- Construction Completion: Summer 2020
- Cost of Construction: \$2,611,348
- Project Update: No change from the last update. The project is fully complete.

3. 2018 Street Preservation and Maintenance Resurfacing Project

- Project Status: Under Construction
- Construction Start: March 2020
- Construction Completion: Summer 2020
- Cost of Construction: \$791,174.34
- Project Update: The first round of “enhanced sweeping” for the chip sealed areas has been completed. The sweeping did uncover some additional areas in some other cul-de-sacs where the chip seal has not adhered properly. The contractor will be required to repair these areas also before the rest of the remediation work is done. The second round of enhanced sweeping will be done in the near future.

4. Cibolo Valley Drive Expansion Project

- Project Status: Under Construction
- Construction Start: May 2020
- Construction Completion: Summer 2021
- Cost of Construction: \$4,806,762 total (\$1,300,000 City of Schertz Contribution)
- Project Update: The recent rainy weather, then the cold and snowy weather has caused a construction delay on the project. Some of the storm drain elements did not get completed as originally planned. The piping is all installed but there are

some concrete headwalls that need to be completed. The contractor hopes to have these remaining items completed by the end of next week. This has caused a delay in starting the cement stabilization. The contractor is in the process of updating his schedule and expects the cement stabilization to start later this month.

5. Cherry Tree Rehabilitation Project

- Project Status: Bidding complete
- Consultant: Ford Engineering
- Project Start Date: November 2020
- Project Completion Date: December 2020
- Total Project Cost: \$273,193.80 (NTE amount \$300,600)
- Project Update: The project is fully complete.

6. Elbel Road Storm Drain and Paving

- Project Status: Design
- Consultant: Ford Engineering
- Project Start Date: August 2020
- Project Completion Date: Summer 2021
- Total Project Cost: \$1,560,000
- Project Update: The final plans, including the traffic signal at Westchester and Elbel are almost complete. Once the plans are complete, the project will be waiting on funding to proceed to construction.

7. 2020 Street Preservation and Maintenance (Resurfacing) Project

- Project Status: Design
- Consultant: Kimley-Horn & Associates
- Project Update: A Professional Services contract amendment for Kimley-Horn's contract is on the April 13th Council Agenda. The amendment will allow us to complete the design and bid package of the streets that will be resurfaced with a slurry seal and to slurry seal the Estates at Wilson's Preserve streets. The amendment will also provide for a bid package for some streets that during the design process were determined to need "rehabilitation" instead of just resurfacing; create the bid package for applying a fog seal to the other 2018 SPAM resurfacing streets; and to add the Lindbergh reconstruction and storm drain extension project final design to the professional services contract. If approved by Council, the primary focus will be to complete the bid package for the resurfacing portion of the work as quickly as possible so it can be bid. Completion of the other elements of the contract will occur subsequent to that, with the Lindbergh portion being the last part to be completed.

8. Tri-County Parkway Reconstruction Project

- Project Status: Design
- Consultant: Halff Associates
- Project Update: We have recorded the initial public outreach video/virtual meeting presentation. EDC is doing final edits on the video. Once the edits are complete, the video will be advertised through social media and published on both the City's

and EDC's websites. As part of the design process, underground utility information was gathered. Our consultant used new technology locating equipment to gather depth information on the utilities. The initial data collection indicates that there may be several telecommunication utilities that are too shallow to accommodate the planned pavement section. Our consultant is providing information to and meeting with the telecommunication companies involved to verify the location and depths of these utilities. Staff is hopeful that the apparent conflicts can be reduced.

9. Corbett Elevated Water Storage Tank

- Project Status: Closeout Phase
- Construction Start: March 2019
- Construction Completion: Fall 2020
- Cost of Construction: \$4,682,000.00
- Project Update: The tank continues to operate on the system as designed. The contractor has completed the punch list items. Project closeout is ongoing.

10. Woman Hollering Creek Wastewater Interceptor Main and Lift Station

- Project Status: Design - Bid Preparation
- Consultant: Cobb, Fendley & Associates, Inc.
- Estimated Construction Start: Early Summer 2021
- Estimated Cost of Construction: \$12 million
- Project Update: City Staff is working with consultant (CobbFendley) to finalize bid documents. The project is expected to be advertised for bid in April 2021.

11. Pedestrian Routes and Bike Lanes Project

- Project Status: Under Construction
- Construction Start: Spring 2021
- Construction Management: AG|CM
- Estimated Cost of Construction: \$1.3 million
- Project Update: Construction has begun. The contractor is working on the curb, gutter, and sidewalks on the south side of Live Oak and the pathway in the LCRA easement between Schertz Parkway and Wiederstein Rd concurrently. While our contractor was working on the clearing for the new pathway, LCRA had a contractor perform clearing operations in the easement area. The path alignment was selected to minimize the amount of vegetation that would be removed. Staff has confirmed that our contractor only removed the brush and low vegetation identified for removal in the project. LCRA did remove additional vegetation in their easement area. Staff is working with TXDOT to realign some portions of the path to provide more clearance from a new fence installed by a property owner.

12. Water and Wastewater Master Plan Update and Impact Fee Study

- Project Status: Study
- Consultant: Lockwood, Andrews, and Newnam, Inc.
- Project Start Date: December 2019
- Project Completion Date: TBD 2021
- Total Project Cost: \$467,280 (NTE \$500,000)

- Project Update: Consultant is finalizing the existing system evaluation technical memorandums. Staff met with LAN in early March to review drafts of the reports. Consultant is making identified corrections. Completion of the future conditions evaluation is underway and the Master Plan report is expected to be submitted in April or May. The Impact Fee update of this project will follow that and the schedule will be set by how well the statutorily required meetings with various groups can be coordinated with Board, Committee, and Council meeting.

13.16 Dedicated Transmission Main Phase I

Overall project intent is the construction of a 16" dedicated water transmission main to connect the Live Oak water storage facility to the IH 35 storage tank. Phase 1 (route study, land acquisition coordination) was completed in March 2021.

- Project Status: Preliminary Design
- Consultant: Kimley-Horn & Associates
- Project Start Date: Spring 2021
- Project Completion Date: Winter 2022
- Project Cost (Phase 2 Design): Proposal being completed for review
- Project Update: Signed right of entry forms have been received from all property owner's throughout the route. A proposal is being completed which includes: Phase 1 Environmental Site Assessments, Land Acquisition Coordination, Permitting, Geotechnical Investigation, Subsurface utility Engineering, Survey, and Design.

14. Stormwater Control Inventory and City Operations Assessment

The work of this project is an action included in the City's Stormwater Management Plan (Plan). The Plan is the blueprint of activities needed to comply with the City's Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) General Permit required by virtue of the City's classification as Municipal Separate Storm Sewer System (MS4).

This project specifically consists of development of an inventory of City facility stormwater controls and an assessment of city operations as related to stormwater control and quality.

- Project Status: Study
- Consultant: Utility Engineering Group, PLLC
- Project Start Date: July 2020
- Project Completion Date: Spring 2021
- Total Project Cost: \$35,000
- Project Update: Consultant and City staff have visited most of the City sites proposed for visits. Consultant is working on compiling information and will be scheduling visits to facilities with the appropriate staff for the higher priority facilities to discuss operations.

15. Riata Lift Station Relocation (Design Phase)

Overall project intent is to relocate the Riata Lift Station ahead of TxDOT's IH-35 NEX Project to remove it from conflict with the proposed improvements. The design phase will identify a new site for the lift station, design the new lift station, and design the abandonment of the existing lift station.

- Project Status: Design Phase
- Consultant: Utility Engineering Group, PLLC (UEG)
- Project Start Date: August 2020
- Expected Project Completion Date: Spring 2021
- Total Project Cost: \$129,795 (NTE \$143,000)
- Project Update: UEG has recently submitted their 90% design to city staff for review.

16. Aviation Heights Water Main Construction Phases 5, 6, and 7 (Bid Phase)

Overall project intent is the construction of an 8" water main within the Aviation Heights area along Aero Avenue, Brooks Avenue, Winburn Avenue, Mitchell Avenue, and Aviation Avenue.

- Project Status: Bid Phase
- Consultant: Ford Engineering
- Project Start Date: Summer 2021
- Expected Project Completion Date: Fall 2022
- Total Project Cost: \$1,814,105.20 (NTE \$2,000,000)
- Project Update: Bidding schedule is pending.

17. Crest Oak Wastewater Upsize

Overall project intent is to upsize the existing 10" sewer main which extends approximately 2,600 linear feet north of Crest Oak.

- Project Status: Scoping phase
- Consultant: Kimley-Horn & Associates
- Project Start Date: Summer 2021
- Expected Project Completion Date: Fall 2021
- Total Project Cost: Proposal being completed for review
- Project Update: Consultant and City staff have performed a site visit of the existing sewer to be upsized. Consultant is working on preparing a proposal for engineering and design. The City is evaluating a segment of sewer main between Circle Oak and Crest Oak to be CCMA responsibility for upgrades.

18. Corbett Ground Storage Tank

Overall project intent is the construction of a 3.0 Million Gallon ground storage tank for filling the Corbett Elevated Storage Tank, the East Live Oak Elevated Storage Tank, plus additional storage.

- Project Status: Scoping phase
- Consultant: Ford Engineering
- Project Start Date: Summer 2021
- Expected Project Completion Date: Summer 2022
- Total Project Cost: Proposal being completed for review
- Project Update: City staff and the Consultant met to discuss project specifics including pump station requirements, generator preferences, interconnection commitments, and the permitting process.

TxDOT Roadway Projects:

- 1. FM 1103 Improvement Project:** Utility relocations are wrapping up. The current let date for a construction contract is July 2021.
- 2. FM 1518 Improvement Project:** TxDOT is in the Plans, Specs, and Estimates (PS&E) stage of the project. At this time, a consultant for TxDOT has prepared 60% construction plans. TxDOT continues acquiring property needed as right of way for the expansion project. As parcels are acquired, TxDOT contractors are physically clearing the right of way in preparation for final surveying and design.

TxDOT has not yet acquired parcels needed from JB SA-Randolph. That process is proceeding, however slowly. Because of delays with that acquisition and increased costs, the project may be split into segments. Staff has been meeting with TxDOT regarding plans to address the budget shortfall. With Bexar County's support (including funding and identification as a number one priority project) TxDOT will be submit the remaining funding need to AAMPO during this season's call for projects. It is not currently anticipated that the City of Schertz will be requested to contribute additional funding however, if that becomes a need, staff will bring a proposal to Council for consideration at a future meeting.

At least a portion of the project is still currently scheduled for letting in September 2022; construction may begin as early as January 2023. Staff is working with Halff Associates to finalize a design contract for the relocation of water and sewer lines along the newly acquired ROW. The contract for that design will be included on the next Council Agenda for authorization.

- 3. I-35 Operational Improvements Project (FM 2252 to Schwab Road):** No change from March update. Contractor continues work on retaining walls, grading of ditches and swales, placing electrical components, repair of frontage road failures, and placement of new curb, sidewalk, and riprap. Estimated final cost of the project is \$25.5 million. The current schedule includes an expectation of substantial completion in Summer 2021.
- 4. I-35 NEX (I-410 South to FM 1103):** No change from March update. A full description of the project to expand I-35 from I 410 South to FM 1103 can be found by searching keywords "I-35 from I-410" at TxDOT.gov. Schematic exhibits of the proposed improvements are available on that website. Public Works and Engineering staff are participating in utility coordination meetings with TxDOT and its contractors regarding relocations that may need to take place in advance of or in conjunction with the roadway construction. Construction is expected to begin in spring 2021 and take 4 to 5 years to complete. The portion of the I-35 NEX project from the Cibolo Creek to its termination at FM 1103 has a cost of \$621 million.

TxDOT is acquiring needed right of way and carrying out demolition activities as property is acquired. One parcel of right of way being acquired impacts the detention pond that was constructed with development of the Riata Subdivision. The physical pond will need to be modified to remove its encroachment into the proposed right of way. Because this is a drainage facility within a City easement, the City is responsible for the modification

however, TxDOT will provide funding for that work via its acquisition of the right of way property from the land owner. Staff is working to provide a cost for design and construction of the necessary work to TxDOT.

5. **IH-10 Graytown Road to Guadalupe County Line:** Construction of this \$157 million project to expand IH 10 underway. Traffic controls have been placed and work has begun on the transition of the access roads from two-way to one-way. Grading for the widening of the main lanes has also begun. The construction timeline for the project is 53 months.

Planning and Community Development Projects:

1. **CityView Permitting and Development Software**

City Staff has continued to meet with CityView since the last update to discuss existing City software program integration. The data collections for all City View Modules is complete and has been submitted to CityView for configuration. The Code Enforcement Module has been configured and City Staff has been validating (verify configuration) of the module. **CityView submitted the final scope document on April 6, 2021 and it is currently under review by City Staff. City Staff will be meeting on Friday, April 9, 2021 to review the document. Once the scope document has been approved by all parties and executed CityView will start the configuration of all the software components.** When the configuration is complete by CityView and the software is validated (tested) by City Staff, we move to end user staff training and then go live. A proposed timeline to go-live with the software will be determined once configuration and validation of modules have been completed.

- Total Project Cost: \$523,766.00
- Project Start Date: June 2018
- Project Completion Date: TBD - 2021

CITY COUNCIL MEMORANDUM

City Council Meeting: April 13, 2021
Department: City Secretary
Subject: COVID-19 UPDATE - Bi-Weekly COVID-19 Update.(C. Kelm/
K.Long/S.Hall)

BACKGROUND

Emergency Management Coordinator Summer Hall has provided the COVID-19 Update as requested by City Council.

Attachments

COIVD-19 update

COVID-19 Update

**Summer Hall
Emergency Management Coordinator**

April 9, 2021

Vaccination Update

Vaccination Clinics April 13th - 16th

- Tuesday, 4/13: Pfizer 1st Dose – 1,170
- Wednesday, 4/14: Moderna 1st Dose – 1,000
- Thursday, 4/15: Pfizer 2nd Dose – 1,542
- Friday, 4/16: Moderna 1st Dose – 2,000

Vaccination Update

County: **Guadalupe**

Public Health Region: **8**

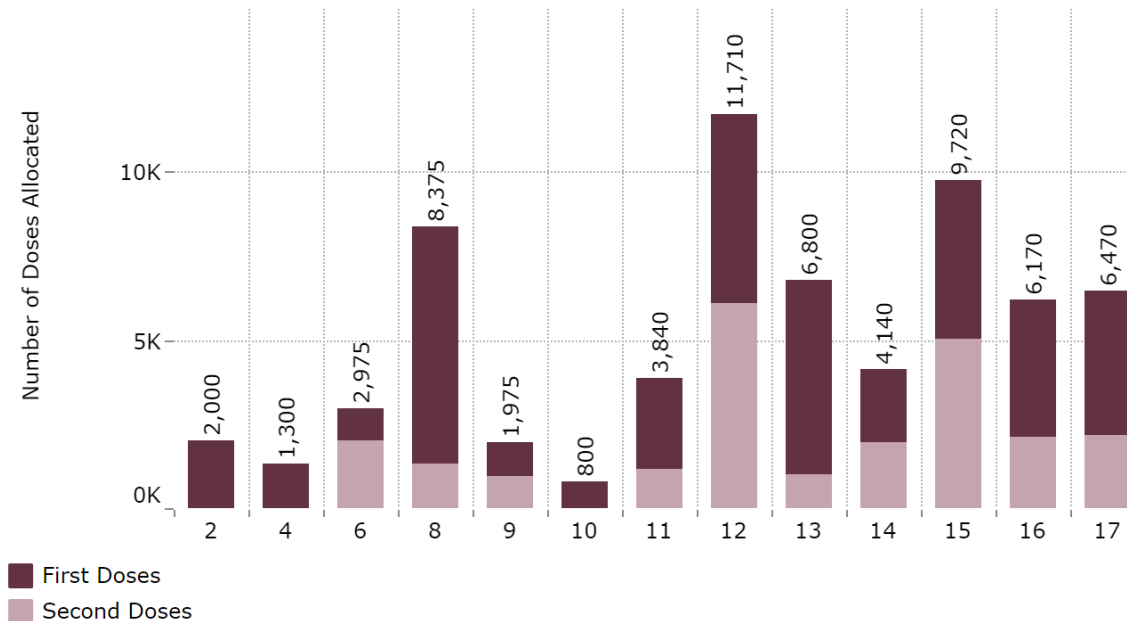
Percentage of Population 16+ Vaccinated with At Least One Dose: **29.44%**

Percentage of Population 16+ Fully Vaccinated: **20.26%**

Percentage of Population 65+ Vaccinated with At Least One Dose: **56.33%**

Percentage of Population 65+ Fully Vaccinated: **42.81%**

As of 4/8/2021 - 2:00 pm



Guadalupe County Dose Allocation - Week 17 is week of 4/5/2021

Current Numbers

Guadalupe Co.	Comal Co.	Bexar Co.
Confirmed Cases: 10,594	Confirmed Cases: 5,191	Confirmed Cases: 175,099
Probable Cases: 3,478	Probable Cases: 4,621	Probable Cases: 33,507
Fatalities: 208	Fatalities: 289	Fatalities: 3,389
Active Cases: 114	Active Cases: 185	Active Cases: 4,079
Recovered Cases: 13,730	Recovered Cases: 9,337	Recovered Cases: 201,138

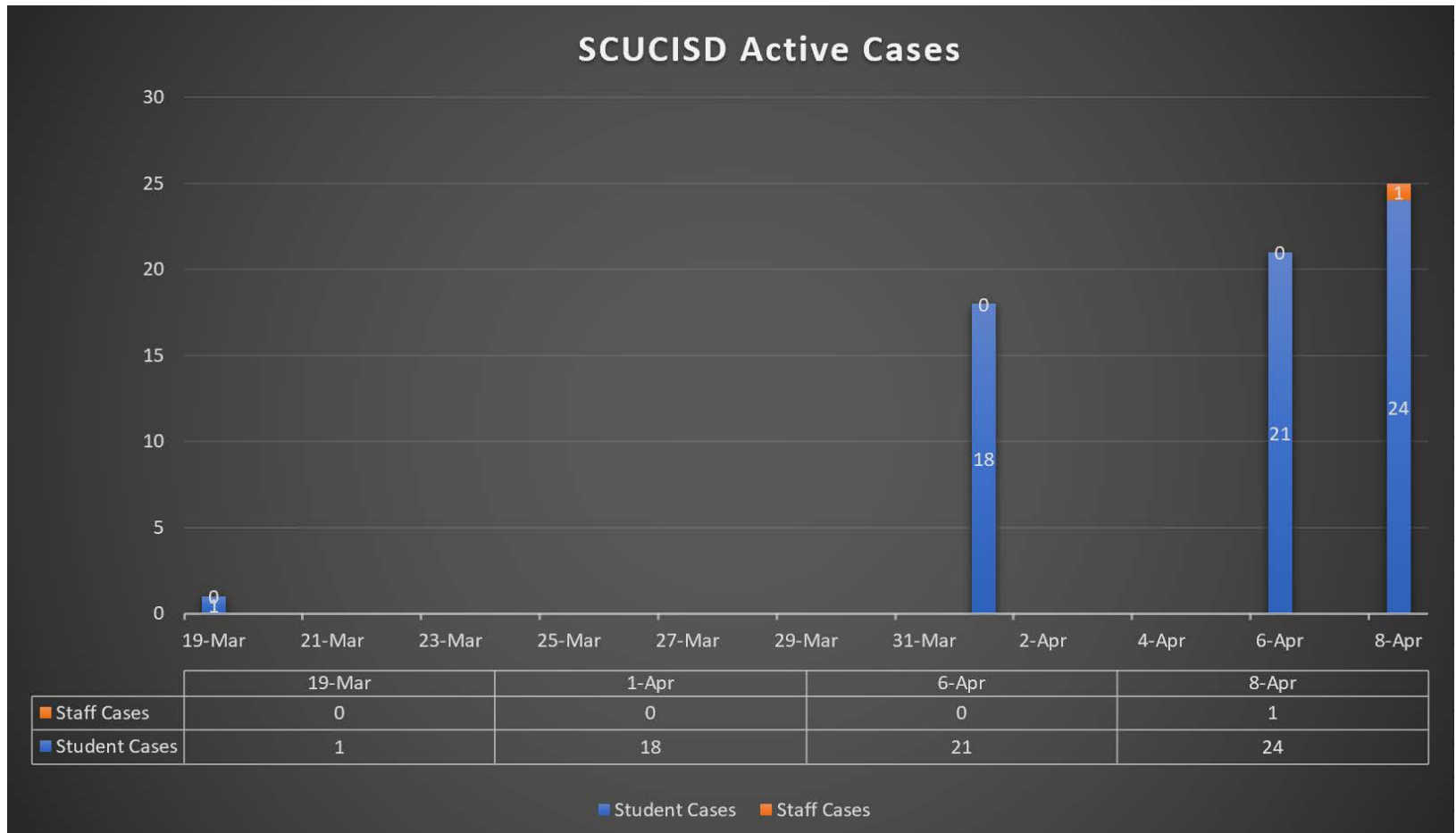
Data obtained from DSHS Dashboard 4/6/2021

Guadalupe County Numbers

LOCATION	Confirmed Active	Probable - Active	Probable Recovered	Recovered	Confirmed Deaths	Total	TBD
New Braunfels	6	6	568	1094	4	1678	0
Cibolo	14	18	804	1696	17	2549	0
Seguin	17	0	450	2693	56	3216	0
Schertz	9	6	630	1753	35	2433	0
Marion	5	0	43	132	2	182	0
Selma	0	1	52	102	2	157	0
Unincorporated Area	31	5	833	2903	45	3817	0
DSHS deaths w/out location info provided:					68		
Confirmed Totals:	82	36	3380	10373	229	14032	0

Data obtained from Guadalupe County 4/8/2021.

SCUCISD Active Case Count

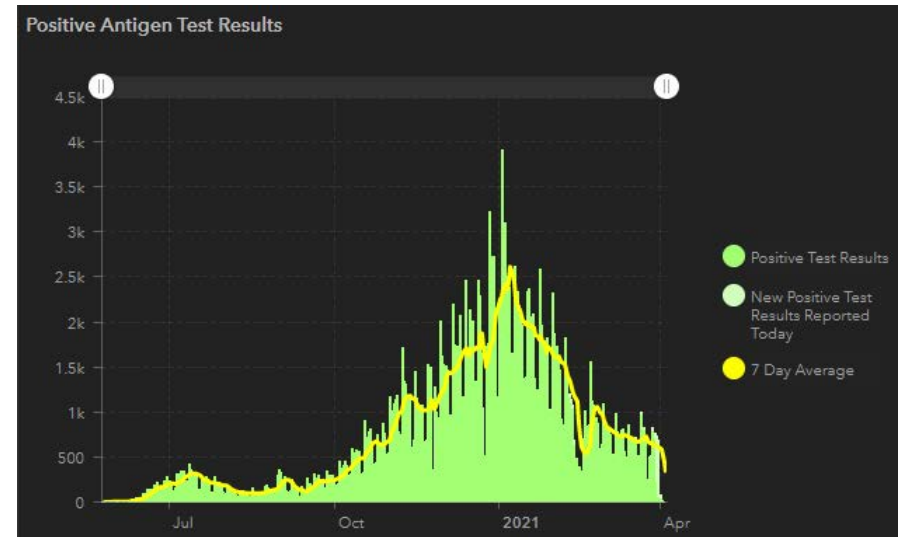
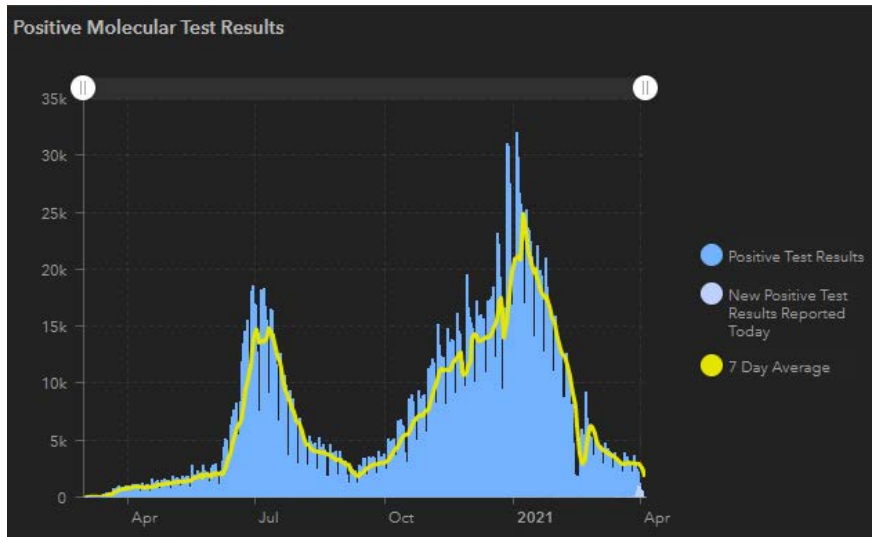


Testing Positivity Rates

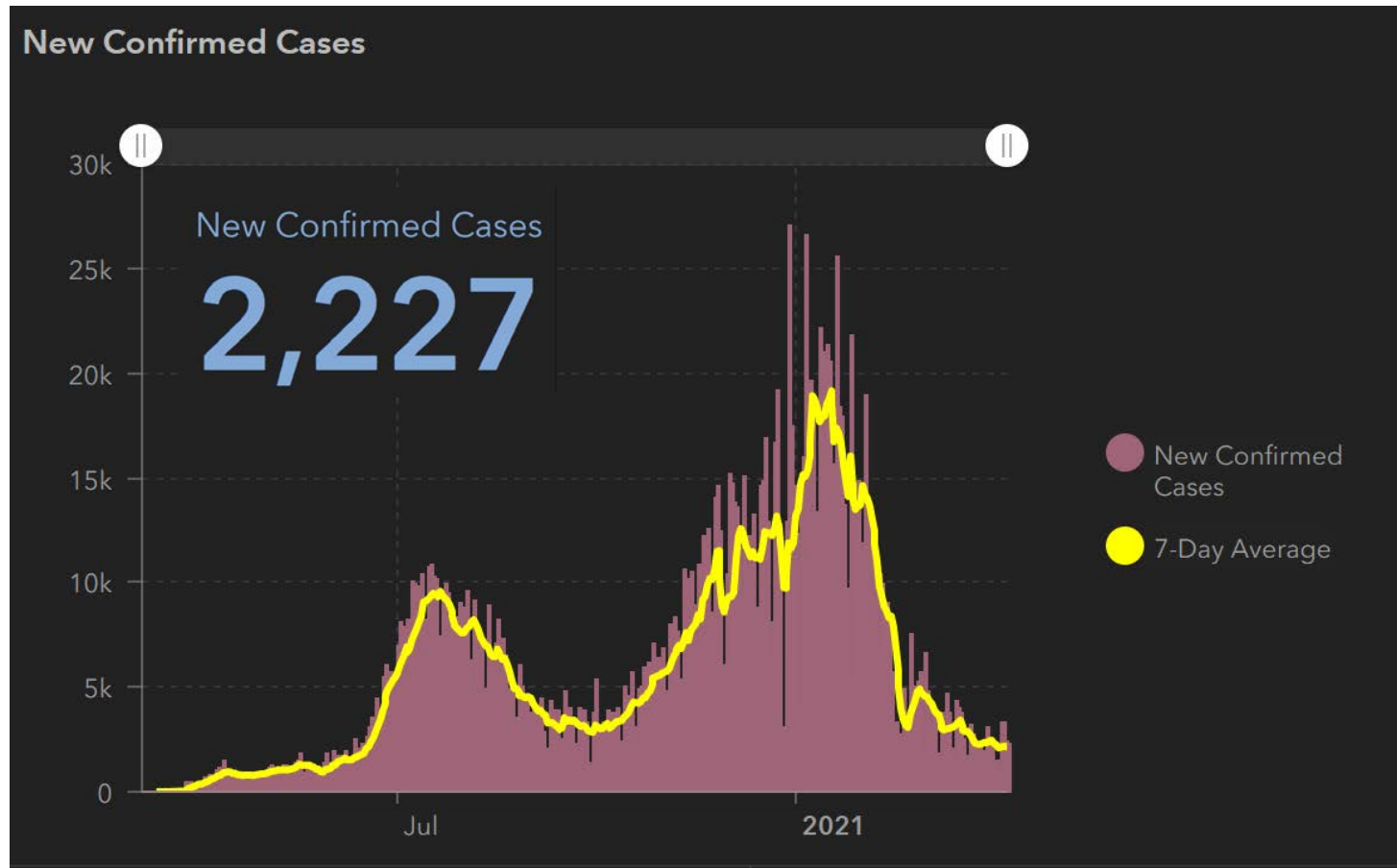
State of Texas

5.66% - Molecular

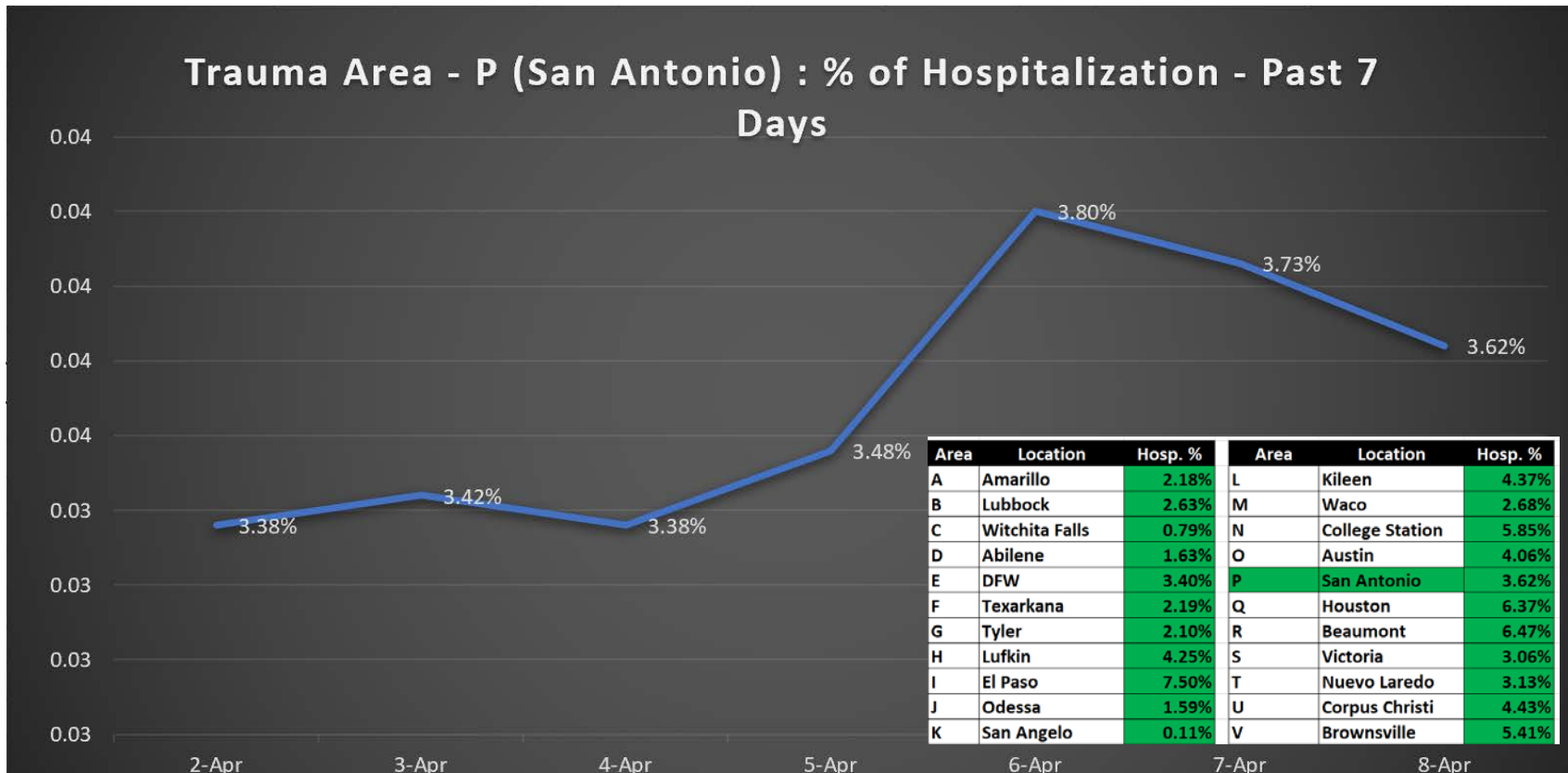
2.31% - Antigen



Daily New Cases - State



Hospitalization Rates



Hospitalizations – Bexar County

DATE	Patients	Patients in ICU	Patients on Ventilation
3/18/2021	202	79	41
3/30/2021	193	73	34
4/6/2021	189	76	29
4/8/2021	199	84	26