



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
September 28, 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, SEPTEMBER 28, 2021 at 6:00 p.m.

City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, September 28, 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

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

Presentations

- Proclamation recognizing Mr. Don Taylor former City Manager and Police Chief. (Mayor)
- Proclamation recognizing World Teachers' Day. (Mayor/Lesley Watts)
- Proclamation recognizing Fire Prevention Week. (Mayor/K. Long)
- Proclamation recognizing Chamber of Commerce Week. (Mayor/M. Titterington)
- Proclamation Honoring National Manufacturing Day 2021. (A. Perez/A. Massey)
- Plaque presentation in recognition to the City of Schertz for 10 years of Parks support to the Mays Cancer Center. (M. Browne/B. James/L. Shrum)

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

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 regular meeting of September 14, 2021. (B. Dennis)
2. **Resolution No. 21-R-100** — Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Trail Easement Agreement with Cibolo Valley Baptist Church for a segment of the Great Northern Trail. (B. James/L. Shrum)
3. **Cancellation of the October 5, 2021, November 2, 2021, November 23, 2021, and December 28, 2021 Council Meetings as well as scheduling a Special Meeting on November 15, 2021 for the purpose of canvassing the results of the November 2, 2021 Election** - Consideration and/or action canceling the October 5, 2021, November 2, 2021, November 23, 2021, and the December 28, 2021 City Council meetings due to the Texas Municipal League Conference in Houston, the City of Schertz Election, Thanksgiving week and the Christmas Holiday week; as well as scheduling a Special Meeting on November 15, 2021 for the purpose of canvassing the results of the November 2, 2021 Election. (M. Browne/B. Dennis)
4. **Resolution No. 21-R-105** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a contract with Intermountain Slurry Seal for the 2020 SPAM Resurfacing Project and authorizing the budget expenditures for the project. (B. James/J. Nowak)

5. **Resolution No. 21-R-101** - 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)
6. **Resolution No. 21-R-110** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas updating the Fee Schedule for FY2021-22, to include the Texas Alcoholic Beverage Commission (TABC) License/Permit Type: BG-Wine and Malt Beverage Retailer's Permit Fee and License/Permit Type BE- (Malt Beverage) Retail Dealer's On-Premise License. The two license/permit types have different fees depending on original and renewal applications, as well as to which county the business is located in. (M. Browne/B. Dennis/S. Edmondson)
7. **Resolution 21-R-99** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing expenditures in excess of \$50,000 with T.F. Harper & Associates, a BuyBoard Purchasing Cooperative vendor, and authorizing a purchase totaling \$110,917.19 for the Ashley Park Playscape and Pavilion. (B. James/L. Shrum)
8. **Resolution No. 21-R-88** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into an agreement with the Berry Creek Homeowners Association for the purpose of traffic extension/enforcement. (C. Kelm/H. Hansen/M. Casas).
9. **Resolution No. 21-R-87** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas declaring certain Public Safety equipment to be surplus property, and authorizing a Donation Agreement governing the same to the City of Santa Clara, Texas.(C. Kelm./ M. Hansen/ M. Casas).
10. **Resolution No. 21-R-109** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to sign a contract for mutual aid for fire emergency services with the Secretary of the Air Force, specifically for Joint Base San Antonio. (C. Kelm/K. Long)
11. **Resolution No. 21-R-53** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the acquisition of easements associated with the Homestead Lift Station Force Main. (M. Browne/B. James)

Discussion and Action Items

12. **Ordinance No. 21-T-41** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the FY 2020-21 Budget, and other matters in connection therewith. ***Final Reading*** (M. Browne, B. James, J. Walters)

- 13. Resolution 21-R-111** - Consideration and approval of a Resolution relating to establishing the City's intention to reimburse itself for the prior lawful expenditure of funds relating to constructing various City Improvements from the proceeds of tax-exempt obligations to be issued by the City for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date. (Mark Browne/ James Walters/A. Freeman)
- 14. Resolution No. 21-R-106** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with Thalle Construction Co., Inc., relating to construction of the Woman Hollering Creek Wastewater Project and other matters in connection therewith. (B. James/K. Woodlee)
- 15. Resolution No. 21-R-107** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with AG|CM, Inc., for Owner's Representative Services related to the Woman Hollering Creek Wastewater Project. (B. James/K. Woodlee)

Roll Call Vote Confirmation

Workshop

- 16.** The City Staff is recommending to renovate the Borgfeld Facility to administrative space.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

- 17. Monthly update** - on Major Projects in progress/CIP. (B. James/K. Woodlee)

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 24th DAY OF SEPTEMBER 2021 AT 10:00 A.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 Animal Advisory Commission 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: September 28, 2021
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the regular meeting of September 14, 2021. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on September 14, 2021.

RECOMMENDATION

Recommend Approval.

Attachments

09-14-2021 Draft minutes

DRAFT

MINUTES REGULAR MEETING September 14, 2021

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on September 14, 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 Michael Dahle; Councilmember Mark Davis; Councilmember Rosemary Scott; Councilmember Jill Whittaker; Councilmember David Scagliola; Councilmember Allison Heyward; Councilmember Tim Brown

City Staff: City Manager Dr. Mark Browne; Assistant City Manager Brian James; City Attorney Daniel Santee; City Secretary Brenda Dennis; Assistant to the City Manager Sarah Gonzalez

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 Davis)

Mayor Gutierrez recognized Councilmember Davis who provided the opening prayer followed by the Pledges of Allegiance to the Flags of the United States and the State of Texas.

Employee Recognition

- Employee Promotions (M. Browne)

Mayor Gutierrez recognized City Manager Dr. Mark Browne who recognized the newly promoted employees from June 2021 to August 2021. Dr. Browne will recognize all newly promoted employees each quarter at the City Council meetings.

June 2021:

- Starla Blake-Promoted from Communications Officer to Communications Officer Supervisor
- Megan Fennesy-Promoted from Officer to Corporal
- Chris Foerster-Promoted from EMS Lieutenant to EMS Battalion Chief
- Amanda Hausman-Promoted from Paramedic to EMS Lieutenant
- Dallas Hopper-Promoted from Officer to Corporal
- Scott Morehouse-Promoted from Corporal to Sergeant

July 2021:

- Ben Boney-Promoted from Deputy Fire Marshal to Fire Marshal
- Charles Crismon-Promoted from EMT to Paramedic
- Moses Flores-Promoted from Service Worker I to Service Worker II
- Zach Lowry-Promoted from Firefighter to FAO

August 2021:

- Rebecca Vera-Promoted from Sanitarian to Neighborhood Services Manager
- Jansin Williams-Promoted from EMT to Paramedic

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)

Mayor Gutierrez recognized Assistant to the City Manager Sarah Gonzalez who provided the following information:

- Tuesdays, September 7th through October 12th

Fall 2021 Adult Cornhole League (Ages 21 and up)
6:00-10:00 PM

- Sundays, September 12th through October 17th

Fall 2021 Adult Kickball League (Ages 21 and up)
6:00-10:00 PM

- Thursday, September 16th

The Volunteer Appreciation Banquet scheduled for Thursday, September 16th has been postponed until March 2022

- Saturday, September 25th

Ed-Zoo-Cation
Crescent Bend Nature Park
10:00-11:00 AM

San Antonio Zoo Center for Conservation has selected Crescent Bend Nature

Park as a harvesting location to help feed their Texas Horned Lizards. Learn about the Texas Horned Lizards, carpenter ants, the history of the animals, and their importance.

If this program is not already cool enough, there is also an opportunity for appearances of live animals/lizards from the zoo! Meet at the 1st parking lot near the restroom building and trailhead.

- Tuesday, September 28, 2021

Next regular scheduled Council meeting.

- Tuesday, November 2nd

The City of Schertz will be holding its General Election on November 2, 2021, for the purpose of electing Council Members in Place 6 and Place 7 for a three-year term, from November 2021 to November 2024. A Special Bond Election will also be held on November 2, 2021, for or against the issuance of not to exceed \$15,450,000 of City of Schertz, Texas general obligation bonds for public safety facilities (including a new fire station), and the levying of a tax in payment thereof. Early voting by personal appearance will begin on October 18, 2021, and ends on October 29, 2021. Early voting locations will be posted on Schertz.com.

Hearing of Residents

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

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

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 Pro-Tem Michael Dahle recognized the following residents:

City Secretary Brenda Dennis-Guadalupe County Concerned Citizens Coalition asked Ms. Dennis to announce the Candidates Forum, September 30, 2021, 6:00p.m., at the Schertz Civic Center Ballroom. It is free and open to the public to ask questions to the candidates for the City of Schertz General Election, City of Cibolo General Election,

Green Valley Special Utility District Election and the Schertz Cibolo Universal City ISD Election. Light refreshments will be served.

Michele Tereletsky, 705 Marilyn Dr. - wanted to thank the author who wrote the article on Voting in the Schertz Magazine. It was an in-depth article and very useful.

Rianne Sykes-Wenske, Branch Director of Big Brothers, Big Sisters of Comal/Guadalupe Counties- wanted to introduce herself and let everyone know they are still looking for mentors and if anyone knows of a child who needs a mentor, to contact her. She left her business cards in the lobby next to the agendas.

Randy Kuepetko, 11910 Lost Meadow - has concerns about the water rates on lower usage (5,000 gallons) vs. usage around the 15,000 gallons. Mr. Kuepetko also commented on the I-35 mixed used/light industry is the way to go to keep businesses supplied with product.

Charlie Roskowski, 2013 Windy Falk- has concerns on the water sitting on Oak St. that accumulates after the rainstorms.

Lisa Mickens, 665 Cotton Patch-did not speak.

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 read Items 1-4 into record. Mayor Pro- Tem Dahle read Items 5-7 into record.

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the regular meeting of September 7, 2021. (B. Dennis)
2. **Resolution No. 21-R-104** - Consideration and/or action to approve the appointment of Richard Dziejewit to the Board of Directors Place D-4 filling the current vacancy on the Schertz Seguin Local Government Corporation, and other matters in connection therewith. (C. Kelm)
3. **Ordinance No. 21-S-32** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas on a request to rezone approximately 1 acre of land from General Business District (GB) to Main Street Mixed Use- New Development generally located at the hard corner of Main Street and Schertz Parkway, 820/824 Main Street, also known

as Guadalupe County Property Identification Number 16630, City of Schertz, Comal County, Texas. ***Final Reading*** (B. James/L. Wood/M.Harrison)

4. **Ordinance No. 21-S-33** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas on a request to rezone approximately 0.4 acres of land from General Business District (GB) to Main Street Mixed Use- New Development generally located 250 feet east of the intersection of Main Street and Randolph Avenue, 610 Main Street, also known as Guadalupe County Property Identification Number 168552, City of Schertz, Comal County, Texas. ***Final Reading*** (B. James/L. Wood/M. Harrison)
5. **Ordinance No. 21-T-38**– Consideration and/or action approving an Ordinance adopting a budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022. ***Final Reading*** (B. James/J. Walters)
6. **Ordinance No. 21-T-39** – Consideration and/or action approving an Ordinance approving the appraisal roll; setting the tax rate; levying and assessing general and special ad valorem taxes for the use and support of the municipal government of the city of Schertz, Texas. ***Final Reading*** (B. James/J. Walters)
7. **Resolution No. 21-R-79** - Consideration and/or action approving a Resolution authorizing an agreement for Provisions of Professional Services between the City of Schertz and the City of Schertz Economic Development Corporation. (M. Browne/A. Perez)

Mayor Gutierrez asked Council if there were any items they wished removed for separate action. Item #5 Ordinance No. 21-T-38 and Item #6 Ordinance No. 21-T-39 moved for discussion.

Mayor Gutierrez asked for a motion to approve Items #1-4 and Item #7.

Moved by Councilmember Tim Brown, seconded by Councilmember Allison Heyward

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

Passed

Discussion and Action Items

Mayor Gutierrez read the following items into record.

5. Ordinance No. 21-T-38– Consideration and/or action approving an Ordinance adopting a budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022. Final Reading (B. James/J. Walters)

Mayor Gutierrez recognized City Manager Dr. Mark Browne who wanted to correct that the ECI (Employment Condition Index) was going to be raised only .25% not 1.25%.

Mayor Gutierrez asked for a motion to approve Ordinance No. 21-T-38.

Moved by Councilmember Rosemary Scott, seconded by Councilmember Allison Heyward

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

Passed

6. Ordinance No. 21-T-39 – Consideration and/or action approving an Ordinance approving the appraisal roll; setting the tax rate; levying and assessing general and special ad valorem taxes for the use and support of the municipal government of the City of Schertz, Texas. Final Reading (B. James/J. Walters)

Mayor Gutierrez recognized Finance Director James Walters who had no comments but wanted to explain that budget had to be approved first and that is why this was pulled together.

Mayor Gutierrez asked for a motion to approve Ordinance No. 21-T-39.

Moved by Councilmember Tim Brown, seconded by Councilmember Rosemary Scott

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

Passed

8. **Resolution No. 21-R-103** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to issue a purchase order(s) for the purchase of various vehicles/equipment as part of the FY2021-2022 Vehicle/Equipment replacement program. (C. Kelm/S. Williams/C. Hernandez)

Mayor Gutierrez recognized Fleet Manager Chris Hernandez who gave a presentation on the FY2021-2022 Vehicle/Equipment replacement program.

Within each fiscal budget year, the Fleet Department requests to purchase vehicles/equipment to add to or replace aging vehicles to maintain a good working fleet of City owned vehicles/equipment for the 2021/2022 budget year and in accordance with the Vehicle Replacement Plan previously approved by Council.

The list included: emergency vehicles, light duty vehicles, and equipment to be purchased in FY2021-22. The vehicles/equipment will be purchased from various vendors via group purchasing cooperatives and/or sole source vendors. Each group purchasing cooperative contract was competitively bid by the awarding entity. In addition to that level of competition, City staff also obtained multiple contract quotes to ensure the overall best value for the City was obtained.

Total FY2021-22 Replacement List has 31 assets that will be replaced this October 2021. The approx. cost is \$1,084,000.00 dollars.

Mayor Pro-Tem Dahle asked if the vehicles are replaced by age or repair history. They are replaced by age.

Mayor Gutierrez asked for a motion to approve Resolution 21-R-103.

Moved by Mayor Pro-Tem Michael Dahle, seconded by Councilmember Allison Heyward

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

Passed

9. **Ordinance No. 21-S-37** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas on a request to amend the Comprehensive Land Use Plan by changing approximately 118 acres of the Future Land Use Map from Commercial Campus land use designation to the Highway Commercial land use designation as well as amend the language for Highway Commercial, generally located 2,500 feet east from the intersection of Hubertus Road and IH-35 frontage road, also known as Comal County Property Identification Numbers, 75290 and 75369, City of Schertz, Comal County, Texas ***Final Reading*** (B. James/L. Wood/M. Harrison)

Mayor Gutierrez asked Council if a presentation is requested. No presentation needed, Mayor Gutierrez opened up for Council comments.

Councilmember Scott reiterated her concerns about Schertz is becoming a trucking destination and believed the presentation last week by the developer was subjective. She is pro-growth would like to see other businesses in the city.

Councilmember Whittaker drove around Schertz near Lookout Rd and looked at the businesses with office space and with warehouse distribution centers. She is in favor of this development.

Mayor Pro-Tem Dahle stated he this is an appropriate development and appropriate location.

Moved by Mayor Pro-Tem Michael Dahle, seconded by Councilmember Mark Davis

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

NAY: Councilmember Rosemary Scott

Passed

10. **Ordinance No. 21-S-36** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas on a request to rezone approximately 42 acres of land from General Business District (GB) and Manufacturing Light District (M-1) to General Business District-2 (GB-2) and Manufacturing Light District (M-1), generally located approximately 2,500 feet east from the intersection of Hubertus Road and IH-35, also known as Comal Property Identification Numbers 75290 and 75369, City of Schertz, Comal County, Texas. ***Final Reading*** (B. James/L. Wood/M. Harrison)

Mayor Gutierrez asked Council would like another presentation on this item. Assistant City Manager Brian James informed Council there were some changes to the ordinance and staff wanted to update the Council. City Planner Megan Harrison explained based on the conversation from the last council meeting, staff made a recommendation to have the zoning changed to a Planned Development District (PDD). Other areas of concern that staff and the developer were able to work out the details out were:

- Eliminated uses such as: Airport, Heliport, or Landing Field, Recycling Collection Center, Trailer/Manufactured Home Sales
- Increased the size of the tree caliper to 3 inches
- Decreased the space between the tree plantings along the frontage to 35 feet
- Locked in the building layout

Moved by Mayor Pro-Tem Michael Dahle, seconded by Councilmember Jill Whittaker

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

NAY: Councilmember Rosemary Scott

Passed

- 11. Ordinance No. 21-M-40** - Consideration and/or action to approve an Ordinance by the City Council of the City of Schertz, Texas amending the City of Schertz Code of Ordinances and certain other Ordinances by amending and establishing fees for certain licenses, permits, and other services provided by the City of Schertz. ***Second and Final Reading*** (M. Browne/B. James/J. Walters)

Mayor Gutierrez recognized Finance Director James Walters who explained that there was an update to the fee schedule from the last meeting. The Fee Schedule for the Licenses/Permit Types for Alcoholic Beverage Permits were updated to reflect the language that the Texas Alcoholic Beverage Commission implemented on these permit types on September 1, 2021.

Mayor Gutierrez asked for a motion to approve Ordinance No. 21-M-40.

Moved by Councilmember Mark Davis, seconded by Councilmember Jill Whittaker

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

Passed

- 12. Ordinance No. 21-T-41** - Consideration and/or action approving an ordinance by the City Council of the City of Schertz, authorizing an adjustment to the FY 2020-21 Budget, and other matters in connection therewith. ***First Reading*** (M. Browne, B. James, J. Walters)

Mayor Gutierrez recognized Finance Director James Walters who explained that a budget adjustment is needed for Fire Employee Personnel Costs. Without this adjustment, this line item will be short funded. Also, \$125,000.00 is being transferred from Water and Sewer Administration for new meter purchases over to the Utility Billing Department. The Utility Billing Department will be responsible for purchasing meters, so the funding needed to be transferred to that department.

Mr. Walters also wanted to bring to Council's attention that at the Final Reading at the next council meeting, there may be an adjustment for the Woman Hollering Trunk-line. The contracts will be a ready to bring to Council next meeting and funding will be needed to initiate them. Staff will be requesting the budget adjustment to award the contract and begin the project.

Mayor Gutierrez opened up for Council Comments.

Councilmember Scott asked if the budget is going to be balanced with the additional funding needed for the Fire Department Personnel. Mr. Walters said yes and asked the Council to recognize the additional sales tax coming in, overall there would not be a change to the bottom line.

Mayor Gutierrez asked for a motion to approve Ordinance No. 21-T-41.

Moved by Councilmember Tim Brown, seconded by Councilmember Allison Heyward

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

Passed

13. Proposed Appeal to Roadway Capital Recovery - Consideration and/or action on an appeal to roadway capital recovery fees by Responsive Ed. (B. James)

Mayor Gutierrez recognized Assistant City Manager Brian James who explained the roadway capital recovery fees appeal with Responsive Education Solutions. Mr. James stated that when an applicant is expanding their business, additional roadway capital recovery fees would be assessed. The roadway capital recovery fees are \$9310.00. The applicant states the roadway capital recovery fees are not applicable to them because they are a charter school. Mr. James indicated that the city staff does not agree with waiving the roadway capital recover fees and explained the appeal process to the applicant.

Mayor Gutierrez recognized Mr. Brian Dahlberg who represents the Responsive Education Solutions, who stated that under LGC § 395.022 (b) exempts school districts from paying impact fees. The project will include to add 8-10 classrooms and expand the cafeteria. Mr. Dahlberg stated with the school's 5013(c) non-profit, the Texas Supreme Court says with respect to their enrollment status, they are a governmental entity, a state public school and therefore exempt from paying impact fees.

Mayor Gutierrez stated the City Council reserves the right to go 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. Under the Texas Government Code Chapter 551.071 the City Council has the right to confer and seek legal advice from city attorney concerning applicant's appeal of the roadway capital recovery fees.

Mayor Gutierrez recessed the regular meeting into Closed Session at 6:53 p.m.

Mayor Gutierrez reconvened back into regular session at 7:40 p.m.

Chair Mayor Gutierrez made a motion to deny the appeal of the Roadway Capital Recovery Fees. Mayor Pro-Tem Dahle seconded the motion.

Councilmember Jill Whittaker stated it was difficult decision, and she supports the charter school programs. They provide a wonderful option for families.

Councilmember Scott stated this was a difficult discussion and being a public school teacher she understands the issues.

Moved by Mayor Ralph Gutierrez, seconded by Mayor Pro-Tem Michael Dahle

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

NAY: Councilmember Rosemary Scott

Passed

Roll Call Vote Confirmation

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided the roll call confirmation for Consent Agenda Items 1-4, 7 and Items 5,6,and 8-13.

Closed Session

Mayor Gutierrez recessed the regular meeting into Closed Session at 7:47 p.m. and read the following into the record:

14. 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-069

Reconvene into Regular Session

Mayor Gutierrez reconvened back into regular session at 8:50 p.m.

- 14a. Take any action based on discussion held in closed session under Agenda Item 14.
No action taken.

Roll Call Vote Confirmation

No action taken.

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

Mayor Gutierrez recognized the following:

Mayor Pro-Tem Dahle attended the Paws in the Pool Event, Planning and Zoning Sub-Committee Meeting and the TIRZ Meeting

Councilmember Whittaker attended the NEP Luncheon, MAC Luncheon, Planning and Zoning Sub-Committee and TIRZ Meeting.

Councilmember Scagliola attended the Planning and Zoning Sub-Committee Meeting

Councilmember Heyward attended the NEP Luncheon, MAC Luncheon, Paws in the Pool Event, Guadalupe Coalition Meeting- Topic: Teenage Addiction

Adjournment

Mayor Gutierrez adjourned the meeting at 8:54 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021
Department: Parks, Recreation & Community Service
Subject: Resolution No. 21-R-100 — Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Trail Easement Agreement with Cibolo Valley Baptist Church for a segment of the Great Northern Trail. (B. James/L. Shrum)

BACKGROUND

The Great Northern Trail is a trail project that is planned to follow the high-line utility easement along Wiederstein Road and stretches approximately 8 miles from Schertz Parkway to the Cypress Point neighborhood in northern Schertz. The first section of this trail already exists in Forest Ridge Park and the second section is being built as part of the Schertz Pedestrian Routes & Bike Lanes Project to connect Schertz Parkway to Forest Ridge Park. The next section of trail city staff is focusing on is the connection from the existing trails in the Riata neighborhood to FM 1103 (near Cibolo Valley Baptist Church.) The design is completed on this section and staff has prepared the easement agreement (attached.) Once the easement agreement is executed, construction could begin later this fall/early winter.

GOAL

The goal is to secure this trail easement agreement with Cibolo Valley Baptist Church in order to construct a segment of the Great Northern Trail across the easement.

COMMUNITY BENEFIT

The community will benefit by this trail easement agreement as it is a missing piece to the connectivity needed for the Great Northern Trail. Without this easement agreement there would be a significant gap in the trail system and further disconnect our northern residents.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 21-R-100.

FISCAL IMPACT

There is no fiscal impact related to this easement agreement. Construction of the trail will have a fiscal impact and that will be brought to council in a separate item. Trail funding is set aside for this project in the Bond Funds designated for Parks & Trail Projects.

RECOMMENDATION

Approve Resolution 21-R-100.

Attachments

Resolution 21-R-100 Trail Easement Agreement Cibolo Valley Baptist Church
Trail Easement Agreement Cibolo Valley Baptist Church

RESOLUTION NO. 21-R-100

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A TRAIL EASEMENT AGREEMENT WITH CIBOLO VALLEY BAPTIST CHURCH FOR A SEGMENT OF THE GREAT NORTHERN TRAIL.

WHEREAS, city staff has planned the Great Northern Trail to follow the high-line utility easement from Schertz Parkway north to the Cypress Point neighborhood; and

WHEREAS, city staff has identified easements needed across private property to create connections between existing trail sections and future trail sections; and

WHEREAS, city staff has determined a trail easement is needed across property owned by Cibolo Valley Baptist Church to build a connecting section of trail to future FM 1103 pedestrian improvements.

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

Section 1. The City Council hereby authorizes a trail easement agreement with Cibolo Valley Baptist Church for a section of the Great Northern Trail (in attached Exhibit A.)

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

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

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

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

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

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

PASSED AND ADOPTED, this 28th day of September, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A
TRAIL EASEMENT AGREEMENT

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

TRAIL EASEMENT AGREEMENT

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

THAT CIBOLO VALLEY BAPTIST CHURCH, a _____
_____ (the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the benefits which will accrue to the Grantor and to the public generally, and other good and valuable consideration to the Grantor paid by the **CITY OF SCHERTZ**, a Texas municipal corporation (the "Grantee"), the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, SOLD, and CONVEYED** and by these presents does **GRANT, SELL, and CONVEY** unto the Grantee, its successors and assigns, subject to the terms hereof, a permanent easement and right-of-way upon, across, and beneath real property located in Guadalupe County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Easement"), and being a 0.376-acre portion of that tract of land of the Grantor more particularly described as being a portion of LOT 1, CIBOLO VALLEY BAPTIST CHURCH, as platted in Volume 7, Page 253, Map and Plat Records of Guadalupe County, Texas, being the same as a called 10.00 acre tract described in a deed to the Cibolo Valley Baptist Church, recorded in Volume 754, Page 805, of the Official Public Records of Guadalupe County, Texas (the "Premises"). The Easement is granted for the purpose of constructing, operating, maintaining, and repairing a trail (the "Trail"), together with free and unrestricted public pedestrian ingress and egress in, upon, and over the Easement.

The Easement herein granted is subject to the following terms, agreements, reservations, conditions, covenants, limitations, and exceptions:

- (1) The Easement herein granted shall be located across a 30-foot width strip of land per the attached Exhibit A and shall be perpetual until the earlier to occur of (a) the permanent and affirmative abandonment of the use of the Easement by the Grantee, its successors or assigns, or (b) the execution and recordation in the Official Public Records of Guadalupe County, Texas, of an instrument by which the Grantee, or its successors or assigns, as applicable, abandons and releases the Easement.
- (2) Neither the Grantor nor any successor owner of the Premises shall disturb, or otherwise interfere with the continued use of the Trail, nor shall any such persons erect or permit the erection of any buildings, slabs, structures, or other improvement within the boundaries of the Easement, or which would otherwise interfere with the Trail's continued use and maintenance. With respect to any buildings, slabs, structures, or other improvements encroaching on the Easement

as of the date of this Agreement, the Grantee shall have the right to remove such building, slab, structure, or improvement to allow for the construction, operation, maintenance, or repair of the Trail. To the extent that construction of the Trail results in the removal of brush from the Easement, the Grantee shall arrange for the disposal of the brush at the Grantee's sole cost and expense. Grantor shall remain responsible for the maintenance of the unimproved portions of the Easement. Should Grantor fail to maintain the easement, Grantee shall have the right to do so if in the Grantee's sole judgement, the maintenance is required to safely use the Trail.

- (3) The Easement herein granted shall run with the land and be binding upon and inure to the benefit of the Grantor and the Grantee, and their respective successors, assigns, and legal representatives, and shall be binding upon all parties having or acquiring any right, title or interest in the Premises or any portion thereof.
- (4) Should it become necessary at any time subsequent to completion to the construction of the Trail for the Grantee to enter the Grantor's Premises for the purpose of maintaining, repairing, operation, or altering the Trail in any way, the Grantee shall, after each entry upon the Premises, leave the Premises substantially in the same condition that it was in prior to such entry to the full extent reasonably practicable. If any repair or replacement activities become necessary as a result of the acts, omissions, or negligence of the owner or owners of the Premises or any of their tenants, or any of such persons' respective agents, employees, licensees, or invitees, then such owner or owners shall be responsible for promptly performing, at their sole cost and expenses, all necessary repairs, and, if they fail to do so, the Grantee (or its successors or assigns, as applicable) shall be entitled to do so and to recover all reasonable costs therefore from the owner or owners (jointly and severally) of the Premises.
- (5) The Easement is further made subject to all validly existing easements, rights-of-way, conditions, restrictions, covenants, or outstanding mineral or royalty interests or reservations, of record, if any, in Guadalupe County, Texas as of the date hereof.
- (6) The Grantee may exercise its rights hereunder directly by its employees or by its contractors or any duly authorized agent.
- (7) Grantor further grants Grantee, during the initial construction of the trail, the temporary right to use a temporary work area ("Construction Easement") across, along, under, over, upon, and through that certain tract of land located adjacent to the Easement, as more particularly described in Exhibit "B" attached hereto.

TO HAVE AND TO HOLD said Easement together with all and singular the rights and appurtenances thereto anyway belonging unto the Grantee, its successors and assigns; and the Grantor does hereby bind itself, its successors and assigns, to specifically warrant and forever defend the Easement unto the Grantee, its successors and assigns, against every person

whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under the Grantor, but not otherwise, subject, however, to the matters set forth herein.

Executed to be effective as of _____, 2021 (the “Effective Date”).

[signatures and acknowledgements on the following pages]

This instrument has been executed as of the dates of the acknowledgments to be effective as of the Effective Date.

GRANTOR:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____,
2021 by _____, as _____ of
_____, on behalf of such _____.

(SEAL)

Notary Public in and for
The State of _____

My Commission Expires: _____

GRANTEE:

CITY OF SCHERTZ

Mark Browne
City Manager, City of Schertz

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2021 by Mark Browne, as City Manager of the City of Schertz, on behalf of such City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

EXHIBIT A
Trail Easement



FORD ENGINEERING, INC

Date: June 7, 2021
Project No: 1124.9410

FIELD NOTES DESCRIPTION 30 FOOT WIDE TRAIL EASEMENT 0.376 Acre Tract

An 0.376 of an acre tract of land, for a 30 foot wide trail easement, situated in the Rafael Garza Survey, Abstract No. 138, City of Schertz, Guadalupe County, Texas, being a portion of LOT 1, CIBOLO VALLEY BAPTIST CHURCH, as platted in Volume 7, Page 253, Map and Plat Records of Guadalupe County, Texas, being the same as a called 10.00 acre tract described in a deed to the Cibolo Valley Baptist Church, recorded in Volume 754, Page 805, Deed Records of Guadalupe County, Texas; said 0.376 acre tract being more particularly described as follows:

BEGINNING at a point in the northeast line of LOT 1, of said CIBOLO VALLEY BAPTIST CHURCH, being also the southwest right-of-way line of Farm-to-Market Road No. 1103 (80' ROW), at the north corner of a Comal County Power 100 foot wide electric easement, recorded in Volume 1452, Page 298, Deed Records of Guadalupe County, Texas, for the north corner hereof, from which a 1/2 inch iron rod set, with a plastic cap marked "FORD ENG INC", at the north corner of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, bears North 30° 34' 55" West (record North 30° 38' 24" West) a distance of 482.65 feet;

THENCE South 30° 34' 55" East (record South 30° 38' 24" East) along the northeast line of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, being also the southwest right-of-way line of Farm-to-Market Road No. 1103, a distance of **30.18 feet** to point for the east corner hereof, from which a 1/2 inch iron rod set at the east corner of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, bears North 30° 34' 55" West (record North 30° 38' 24" West) a distance of 288.29 feet;

THENCE leaving the northeast boundary line and crossing through LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, **South 53° 05' 01" West**, a distance of **546.12 feet** to a point in the southwest line of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, being also the northeast line of the 100 foot wide electric easement as shown in RIATA, UNIT 3B, as platted in Volume 7, Page 309, Map and Plat Records of Guadalupe County, Texas, for the south corner hereof, from which a 1/2 inch iron rod found at the south corner of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, bears South 30° 41' 42" East (record South 30° 45' 11" East), a distance of 2288.84 feet;

THENCE North 30° 41' 42" West, (record North 30° 45' 11" West) along the southwest line of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, being also the northeast line of the 100 foot wide electric easement in RIATA, UNIT 3B, a distance of **30.18 feet** to a 1/2



FORD ENGINEERING, INC

inch iron rod found at the east corner of LOT 57, of said RIATA, UNIT 3B, for the west corner hereof, from which a 1/2 inch iron rod found at the west corner of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, bears North 30° 41' 42" West (record North 30° 45' 11" West) a distance of 543.50 feet;

THENCE leaving the southwest line and crossing through LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, along the northwest line of the 100 foot wide electric easement, **North 53° 05' 01" East**, a distance of **546.17 feet** to a point in the northeast line of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, being also the southwest right-of-way line of Farm-to-Market Road No. 1103, at the north corner of the 100 foot wide electric easement, for the north corner hereof, from which a 1/2 inch iron rod found at the north corner of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, bears North 30° 34' 55" West (record North 30° 38' 24" West) a distance of 482.65 feet to the **POINT OF BEGINNING** and containing 0.376 acres of land.

BEARINGS ARE BASED ON LAMBERT GRID, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE NAD 83/93.

Corresponding plat prepared. 1124.9410.dwg

Robert W. Johnston, RPLS
Registered Professional Land Surveyor
License No. 5579



NOTES:

- ALL SET PINS ARE 1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "FORD ENG. INC."
- FOUND PINS ARE 1/2" REBAR UNLESS OTHERWISE NOTED.

ORRPCT = OFFICIAL RECORDS, OF REAL PROPERTY GUADALUPE COUNTY, TEXAS.

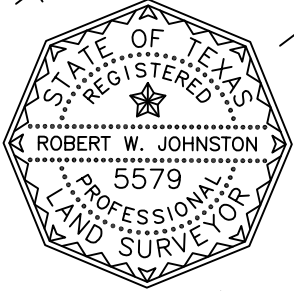
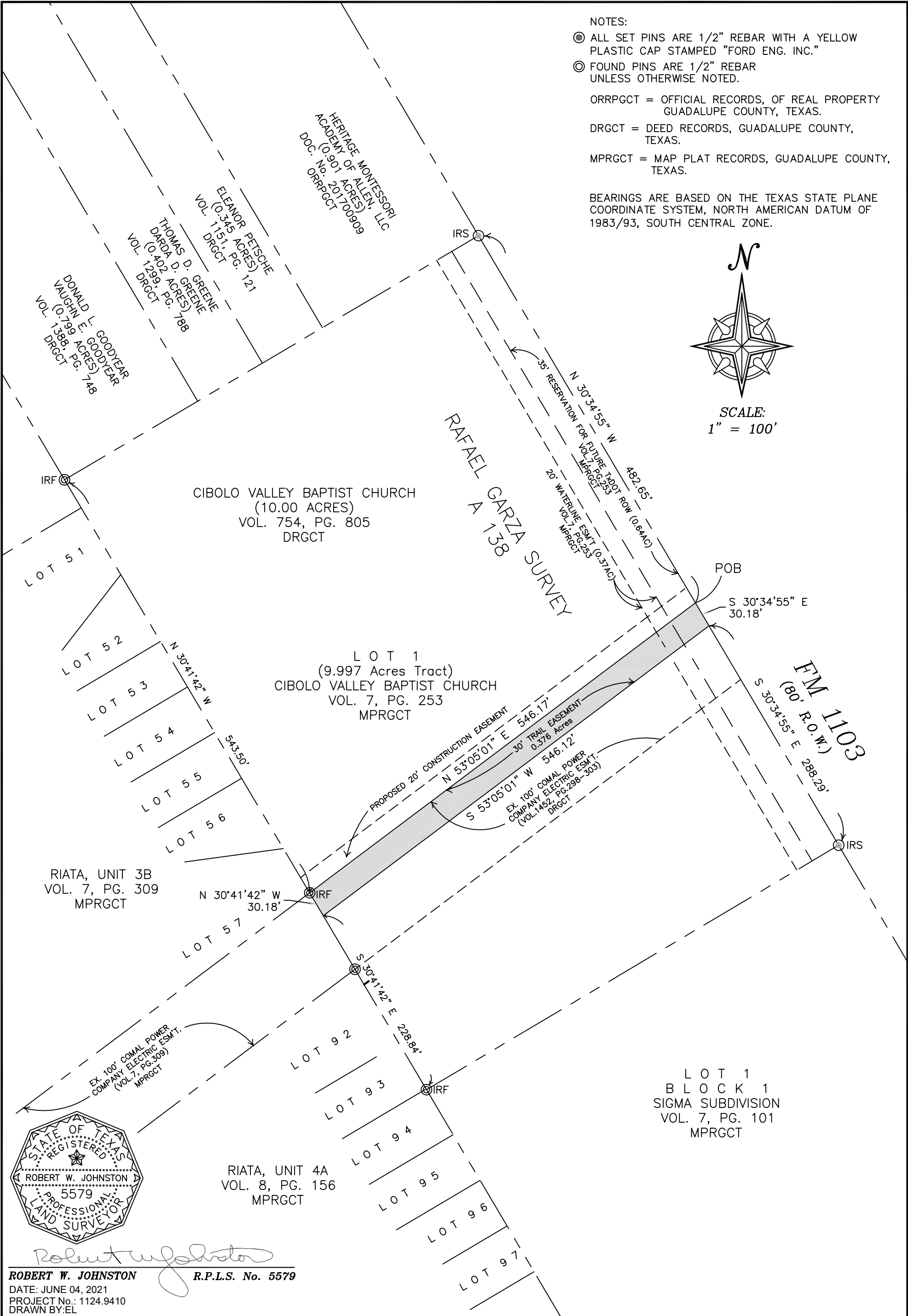
DRGCT = DEED RECORDS, GUADALUPE COUNTY, TEXAS.

MPRGCT = MAP PLAT RECORDS, GUADALUPE COUNTY, TEXAS.

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/93, SOUTH CENTRAL ZONE.



SCALE:
1" = 100'



ROBERT W. JOHNSTON R.P.L.S. No. 5579
DATE: JUNE 04, 2021
PROJECT No.: 1124.9410
DRAWN BY: EL

PLAT SHOWING: 30' TRAIL EASEMENT, BEING OUT OF LOT 1, CIBOLO VALLEY BAPTIST CHURCH PLAT, RECORDED IN VOLUME 7, PAGE 253, MAP AND PLAT RECORDS, GUADALUPE COUNTY, TEXAS



FORD ENGINEERING INC.

ENGINEERING * SURVEYING * PLANNING
10927 WYE DRIVE, STE 104, SAN ANTONIO, TEXAS 78217
P.(210) 590-4777 * F.(210-590-4940)
TBPE No. F-1162 * WWW.FORDENGINEERING.COM * TBPLS No. 10018400

EXHIBIT B

Construction Easement



FORD ENGINEERING, INC

Date: June 7, 2021
Project No: 1124.9410

FIELD NOTES DESCRIPTION 20 FOOT WIDE CONSTRUCTION EASEMENT 0.251 Acre Tract

An 0.251 of an acre tract of land, for a 20 foot wide construction easement, situated in the Rafael Garza Survey, Abstract No. 138, City of Schertz, Guadalupe County, Texas, being a portion of LOT 1, CIBOLO VALLEY BAPTIST CHURCH, as platted in Volume 7, Page 253, Map and Plat Records of Guadalupe County, Texas, being the same as a the called 10.00 acre tract described in a deed to the Cibolo Valley Baptist Church, recorded in Volume 754, Page 805, Deed Records of Guadalupe County, Texas; said 0.251 acre tract being more particularly described as follows:

BEGINNING at a point in the northeast line of LOT 1, of said CIBOLO VALLEY BAPTIST CHURCH, being also the southwest right-of-way line of Farm-to-Market Road No. 1103 (80' ROW), for the east corner hereof, from which a 1/2 inch iron rod set, with a plastic cap marked "FORD ENG INC", at the east corner of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, bears North 30° 34' 55" West (record North 30° 38' 24" West) a distance of 462.53 feet;

THENCE South 30° 34' 55" East (record South 30° 38' 24" East) along the northeast line of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, being also the southwest right-of-way line of Farm-to-Market Road No. 1103, a distance of **20.12 feet** to a point at the north corner of a 100 foot wide Comal County Power Company, recorded in Volume 1452, Page 298, Deed Records of Guadalupe County, Texas, for the east corner hereof, from which a 1/2 inch iron rod found at the east corner of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, bears South 30° 41' 42" East (record South 30° 45' 11" East) a distance of 318.47 feet;

THENCE leaving the northeast boundary line and crossing through LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, **South 53° 05' 00" West**, a distance of **546.05 feet** to a 1/2 inch iron rod found a in the southwest line of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, being also the east corner of LOT 57, RIATA, UNIT 3B, as platted in Volume 7, Page 309, Map and Plat Records of Guadalupe County, Texas, for the south corner hereof, from which a 1/2 inch iron rod found at the south corner of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, bears South 30° 41' 42" East (record South 30° 45' 11" East), a distance of 259.02 feet;

THENCE North 30° 41' 42" West, (record North 30° 45' 11" West) along the southwest line of LOT 1 of said CIBOLO VALLEY BAPTIST CHURCH, being also the northeast line



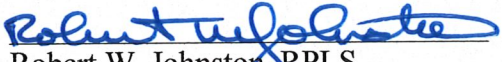
FORD ENGINEERING, INC

of LOT 57 of said RIATA, UNIT 3B, a distance of **20.12 feet** to a point, for the west corner hereof, from which a 1/2 inch iron rod found at the west corner of LOT1 of said CIBOLO VALLEY BAPTIST CHURCH, bears North 30° 41' 42" West (record North 30° 45' 11" West) a distance of 523.39 feet;

THENCE leaving the southwest line and crossing through LOT1 of said CIBOLO VALLEY BAPTIST CHURCH, North 53° 05' 00" East, a distance of **546.17 feet** to the **POINT OF BEGINNING** and containing 0.251 acres of land.

BEARINGS ARE BASED ON LAMBERT GRID, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE NAD 83/93.

Corresponding plat prepared. 1124.9410.dwg


Robert W. Johnston, RPLS
Registered Professional Land Surveyor
License No. 5579



NOTES:

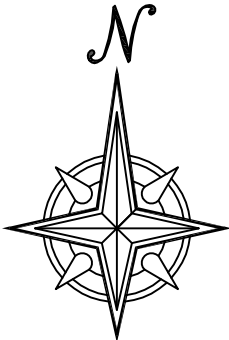
- ALL SET PINS ARE 1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "FORD ENG. INC."
- ◎ FOUND PINS ARE 1/2" REBAR UNLESS OTHERWISE NOTED.

ORRGCT = OFFICIAL RECORDS, OF REAL PROPERTY GUADALUPE COUNTY, TEXAS.

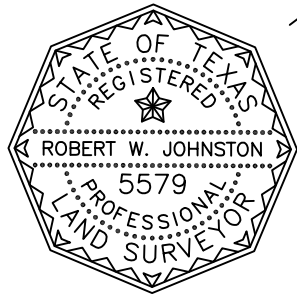
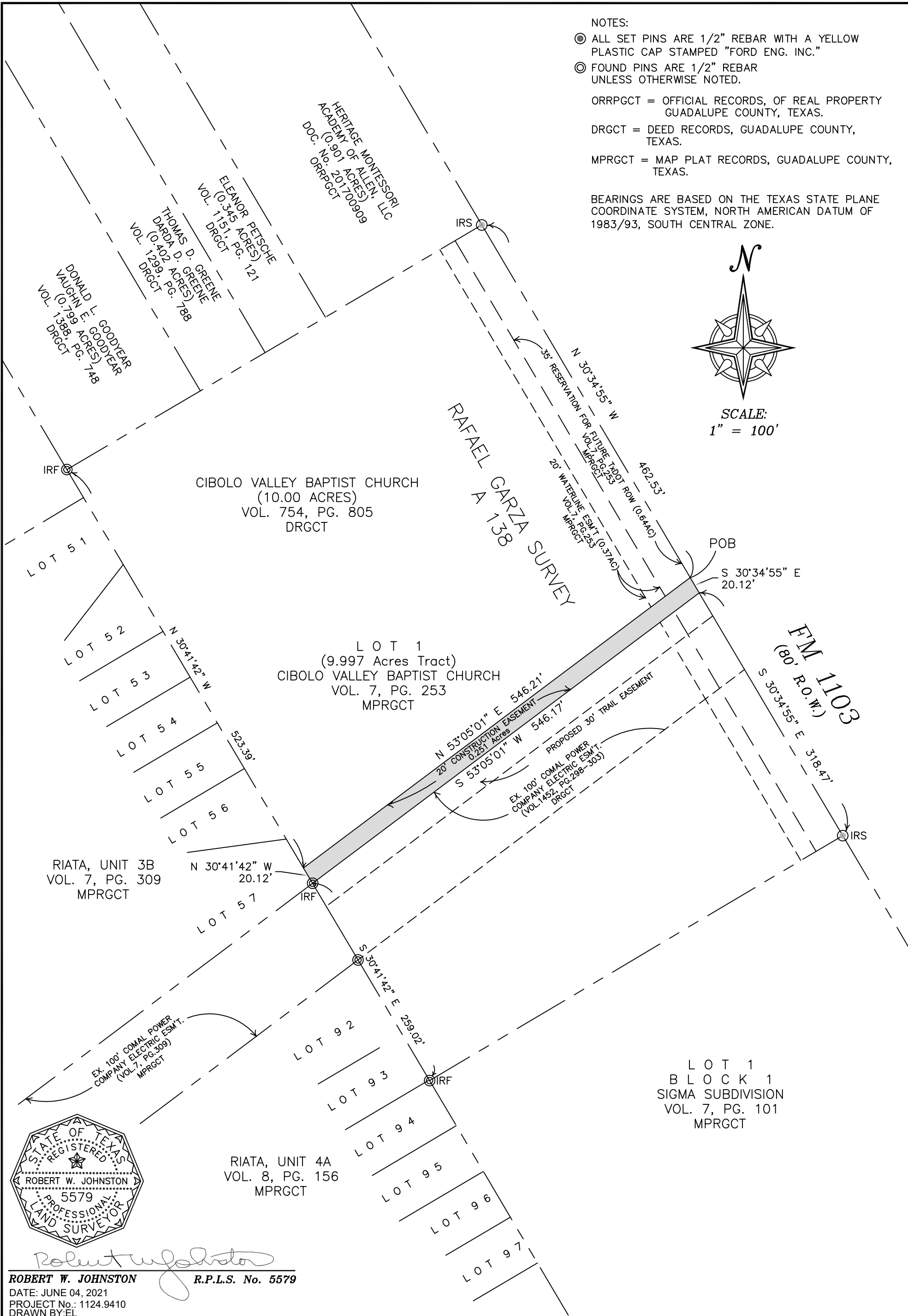
DRGCT = DEED RECORDS, GUADALUPE COUNTY, TEXAS.

MPRGCT = MAP PLAT RECORDS, GUADALUPE COUNTY, TEXAS.

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/93, SOUTH CENTRAL ZONE.

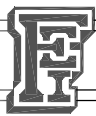


SCALE:
1" = 100'



ROBERT W. JOHNSTON R.P.L.S. No. 5579
DATE: JUNE 04, 2021
PROJECT No.: 1124.9410
DRAWN BY: EL

PLAT SHOWING: 20' CONSTRUCTION EASEMENT,
OUT OF LOT 1, CIBOLO VALLEY BAPTIST CHURCH
PLAT, RECORDED IN VOLUME 7, PAGE 253, MAP
AND PLAT RECORDS, GUADALUPE COUNTY, TEXAS



FORD ENGINEERING INC.

ENGINEERING * SURVEYING * PLANNING
10927 WYE DRIVE, STE 104, SAN ANTONIO, TEXAS 78217
P.(210) 590-4777 * F.(210-590-4940)
TBPE No. F-1162 * WWW.FORDENGINEERING.COM * TBPLS No. 10018400

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021

Department: City Secretary

Subject: Cancellation of the October 5, 2021, November 2, 2021, November 23, 2021, and December 28, 2021 Council Meetings as well as scheduling a Special Meeting on November 15, 2021 for the purpose of canvassing the results of the November 2, 2021 Election - **Consideration and/or action canceling the October 5, 2021, November 2, 2021, November 23, 2021, and the December 28, 2021 City Council meetings due to the Texas Municipal League Conference in Houston, the City of Schertz Election, Thanksgiving week and the Christmas Holiday week; as well as scheduling a Special Meeting on November 15, 2021 for the purpose of canvassing the results of the November 2, 2021 Election. (M. Browne/B. Dennis)**

BACKGROUND

It has been the past practice of City Council to cancel the City Council meetings during the week of the Texas Municipal League Conference, on the City of Schertz Election Night, during the Thanksgiving Holiday week and during the Christmas Holiday week.

It has also been the practice to schedule a special meeting canvassing the results of the City of Schertz Election.

Staff recommends Council approve the cancellation of the October 5, 2021, November 2, 2021, November 23, 2021, and December 28, 2021 City Council meetings; and Scheduling a Special Meeting on November 15, 2021 for the purpose of canvassing the results of the November 2, 2021 Election.

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021
Department: Engineering
Subject: Resolution No. 21-R-105 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a contract with Intermountain Slurry Seal for the 2020 SPAM Resurfacing Project and authorizing the budget expenditures for the project. (B. James/J. Nowak)

BACKGROUND

The 2020 SPAM Resurfacing Project is a continuation of the City's comprehensive pavement preservation effort that began last year. The project's goals are to perform the necessary prep work to various city streets, then apply a new driving surface to them. For this project, slurry seal is being added on top of the road. A slurry seal is a thick mixture of sand and oil that is spread onto the street surface. The oil/sand mixture seals the surface of the street, rejuvenates the existing pavement, and provides a new wearing surface for vehicles to drive on.

When the project was originally scoped, more streets were included in the slurry seal list. As the project was designed, it was discovered that the project budget was not sufficient to provide for slurry sealing all the originally intended streets. As a result, the project scope was modified to select the streets in the original project area that needed the slurry seal application now, instead of some that could wait for a future project. The streets that would not be able to receive a slurry seal with this project effort, will instead be crack sealed. Crack sealing these streets will help preserve them and save some effort for the future resurfacing project. The project also includes applying a slurry seal on top of the chip seal applied last year in The Estates at Wilson's Preserve. The other areas that were chip sealed last year will receive a fog seal on top of the chip seal via a separate contract. We did not receive any bids for the fog seal contract when we advertised for bids last month. The fog seal contract is being re-bid now.

Two bids were received on September 8, 2021, for the project. The bids ranged from a low of \$2,056,151.23 to a high of \$2,745,202.43. The low bid received was below the Engineer's Estimate for the project. Selection of the best bid was based primarily on cost. All bidders were required to submit additional information, such as experience on similar projects; experience on public projects; available resources to complete the project; corporate history and stability; and references. The additional information was used to verify the bidders were capable of completing the project. Based on the information provided, all bidders are capable of completing the project work. The lowest bid received for was from Intermountain Slurry Seal, Inc. The Engineer (Kimley-Horn Associates) has reviewed the bids, checked references, and verified the additional information provided for the bid and recommends award for the construction contract to Intermountain Slurry Seal, Inc. Staff concurs with the Engineer's recommendation.

A construction contract awarded to Intermountain Slurry Seal, Inc. would perform prep work and apply a slurry seal to streets in The Estates at Wilson's Preserve, and the other blue highlighted streets in the attached maps. The green highlighted streets in the attached maps will be crack sealed. The street prep work is expected to begin in November and will take a few months to complete. The slurry seal application is expected to occur in April or May of 2022.

GOAL

To obtain authorization from City Council to execute a construction contract with Intermountain Slurry Seal, Inc. for \$2,056,151.23, and a not to exceed amount of \$2,153,000, for the 2020 SPAM Resurfacing Project.

COMMUNITY BENEFIT

The project will perform prep work (base repairs, crack seal, minor asphalt leveling, etc.) and apply a slurry seal to various city streets. The project will also crack seal various city streets. The crack sealing will help prevent moisture from getting into the base, reducing the chances of developing potholes or base failures in the streets. The other prep work and slurry seal application will preserve the existing street section and provide a new driving surface to the streets.

SUMMARY OF RECOMMENDED ACTION

Authorize execution of the construction contract for the 2020 SPAM Resurfacing Project to Intermountain Slurry Seal, Inc., for \$2,056,151.23 and a not to exceed amount of \$2,153,000.00.

FISCAL IMPACT

Funding for the project will come from excess Certificates of Obligation Bond Funds for streets and from Excess General Fund Reserves allocated to streets (SPAM).

RECOMMENDATION

Staff recommends Council approve Resolution 21-R-105 and authorize award of the bid for the 2020 SPAM Resurfacing Project to Intermountain Slurry Seal for \$2,056,151.23 and a not to exceed amount of \$2,153,000.00.

Attachments

Resolution 21-R-105

Agreement

Kimley-Horn Recommendation

Street Maps

RESOLUTION NO. 21-R-105

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONTRACT WITH INTERMOUNTAIN SLURRY SEAL, INC. RELATING TO THE 2020 SPAM RESURFACING PROJECT AND AUTHORIZING THE BUDGET EXPENDITURES FOR THE PROJECT

WHEREAS, The City staff of the City of Schertz (the "City") has recommended that the City accept the bid from Intermountain Slurry Seal, Inc. relating to the 2020 SPAM Resurfacing Project and approve the project expenditures; and

WHEREAS, City staff has received qualifications indicating that Intermountain Slurry Seal, Inc. is qualified to provide such services for the City; and

WHEREAS, the project will be funded from Certificate of Obligation Bond funding for streets and from the \$2.7 million from Excess General Fund Reserves earmarked for SPAM,

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the contract with Intermountain Slurry Seal, Inc. for an amount of \$2,056,151.23 with an amount not to exceed \$2,153,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED, this 28th day of September, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

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

THIS AGREEMENT is by and between City of Schertz (“Owner”) and
Intermountain Slurry Seal, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Elbel Storm Drain and Overlay

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Contract Times: Days
- B. The Work is expected to be substantially completed within 300 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date of substantial completion.
- 4.02 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will

sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of:

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

ARTICLE 5 – CONTRACT PRICE

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

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

BID SCHEDULE A – 2020 SPAM RESURFACING PROJECT					
ITEM	DESCRIPTION	UNIT	Estimated Quantity	Bid Unit Price	Bid Price
1570	Storm Water Pollution Control (Fairways at Scenic Hills)	LS	1	\$1,000.00	\$1,000.00
1570	Storm Water Pollution Control (Oak Trail Estates)	LS	1	\$1,000.00	\$1,000.00
1570	Storm Water Pollution Control (Ashley Place)	LS	1	\$1,000.00	\$1,000.00
1570	Storm Water Pollution Control (Dove Meadows)	LS	1	\$1,000.00	\$1,000.00
1570	Storm Water Pollution Control (Aviation Heights)	LS	1	\$1,000.00	\$1,000.00
1570	Storm Water Pollution Control (Schertz Forest)	LS	1	\$1,000.00	\$1,000.00
1570	Storm Water Pollution Control (The Estates at Wilson's Preserve)	LS	1	\$1,000.00	\$1,000.00
2086.1	Meter Box Adjustment	EA	2	\$1,000.00	\$2,000.00
2086.2	Manhole Adjustment (sewer)	EA	27	\$1,500.00	\$40,500.00
2086.3	Valve Box Adjustment	EA	21	\$500.00	\$10,500.00
2086.4	Manhole Adjustment (storm)	EA	1	\$1,500.00	\$1,500.00
2221.1	Removal of Sidewalk and Driveway	SY	230	\$25.00	\$5,750.00
2221.3	Removing Existing Asphaltic Pavement (2.5")	SY	5,326	\$5.00	\$26,630.00
2221.4	Removing Existing Asphaltic Pavement (5")	SY	13,592	\$8.00	\$108,736.00
2221.5	Removing Existing Asphaltic Pavement (6" -10")	CY	105	\$100.00	\$10,500.00
2221.6	Remove Concrete Curb, Curb & Gutter, and Mountable Curb	LF	1,394	\$6.00	\$8,634.00

2221.7	Removal of Miscellaneous Concrete	SY	9	\$30.00	\$270.00
2741.1	Hot Mix Asphaltic Concrete Pavement (TY B) (2.5" Thickness) (PG 64-22)	TN	748	\$110.00	\$82,280.00
2741.2	Hot Mix Asphaltic Concrete Pavement (TY B) (5" Thickness) (PG 64-22)	TN	3,754	\$120.00	\$450,480.00
2741.3	Hot Mix Asphaltic Concrete Pavement (TY B) (6" - 10" Thickness) (PG 64-22)	TN	190	\$125.00	\$23,750.00
2741.4	Level Up with HMAC Type B Asphalt (PG 64-22) (Variable Depth)	TN	34	\$85.00	\$2,890.00
2754	Portland Cement Concrete Driveway (Residential)	SY	136	\$75.00	\$10,200.00
2764.2	RPM Type II A-A (amber or blue)	EA	96	\$5.00	\$480.00
2764.3	Traffic Button (Type Y or W)	EA	74	\$4.00	\$296.00
2767.1	4" Yellow Thermoplastic Stripe	LF	772	\$0.60	\$463.20
2767.4	8" White Thermoplastic Stripe	LF	123	\$1.50	\$184.50
2767.5	12" White Thermoplastic Stripe	LF	58	\$5.00	\$290.00
2767.6	24" White Thermoplastic Stripe	LF	604	\$10.00	\$6,040.00
2771.1	Concrete Curb and Curb and Gutter	LF	1,394	\$20.00	\$27,880.00
2771.2	Valley Gutter	SY	197	\$45.00	\$8,865.00
2775	Concrete Sidewalk	SY	103	\$55.00	\$5,665.00
2911	Topsoil	CY	79	\$30.00	\$2,370.00
2922	Sodding (Bermuda or St. Augustine)	SY	515	\$12.00	\$6,180.00
0347-6001	Thin Overlay Mixtures (Asphalt) (PG76-22)	TN	248	\$125.00	\$31,000.00
0677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	772	\$0.90	\$694.80
0677-6003	ELIM EXT PAV MRK & MRKS (8")	LF	123	\$1.00	\$123.00
0677-6005	ELIM EXT PAV MRK & MRKS (12")	LF	58	\$2.50	\$145.00
0677-6007	ELIM EXT PAV MRK & MRKS (24")	LF	604	\$10.00	\$6,040.00
712	Joint & Crack Sealing	LBS	18,849	\$4.77	\$89,909.73
SUP-1	Door Hanger	LS	1	\$3,000.00	\$3,000.00
SUP-2	Police Officer	HR	400	\$65.00	\$26,000.00
SUP-3.1	Slurry Seal (21 LBS/SY – Dry Aggregate)	TN	2,745	\$295.00	\$809,775.00
SUP-3.2	Slurry Seal (25 LBS/SY – Dry Aggregate)	TN	798	\$300.00	\$239,400.00
Total of All Unit Price Bid Items – Schedule A					\$2,056,151.23

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the

requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages A-1 to A-7, inclusive).
 - 2. Performance bond (pages PB-1 to PB-3, inclusive).
 - 3. Payment bond (pages PYB-1 to PYB-3, inclusive).
 - 4. General Conditions consisting of 73 pages of a modified version of EJCDC C-700, having a title page with the general title: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.
 - 5. Supplementary Conditions (pages SC-1 to SC-24, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 46 sheets with each sheet bearing the following general title: 2020 SPAM RESURFACING PROJECT.
 - 8. Addenda (numbers to , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages BF-1 to BF-6, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

10.06 *Other Provisions*

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

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

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

OWNER:

CONTRACTOR:

By: Dr. Mark Browne

By: _____

Title: City Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

City of Schertz

1400 Schertz Parkway

Schertz, TX 78154

License No.: _____

(where applicable)

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



September 16, 2021

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

RE: **2020 SPAM Resurfacing Project (Bid No. 2021-015)**
Bid Analysis and Contract Award Recommendation

Dear Mr. Nowak:

On Wednesday, September 8, 2021, Contractor bids were submitted for the above referenced contract. In total, two (2) Contractors submitted on this contract. The following summary represents the bidders and their total contract bid with the Engineer's opinion of probable construction cost (OPCC), in sequential order from lowest to highest:

- | | |
|--|----------------|
| 1. Intermountain Slurry Seal, Inc..... | \$2,056,151.23 |
| 2. Engineer OPCC..... | \$2,153,213.00 |
| 3. Viking Construction, Inc | \$2,745,202.43 |

The bid format for this contract is Low Bid. Kimley-Horn reviewed the unit prices bid by each Contractor and each bid is considered responsive based on the review of unit prices alone. The lowest responsive bidder for this contract is Intermountain Slurry Seal, Inc. with a total contract bid of \$2,056,151.23. Intermountain Slurry Seal is a regional contractor and has completed numerous preservation type projects across the southern United States. Kimley-Horn reviewed the 5-year's past project list provided by Intermountain Slurry Seal and they list numerous Slurry and Micro-Surface type (street preservation) projects as part of their resume. One of these projects is San Antonio Micro Package 2 with the City of San Antonio, completed in 2019. Kimley-Horn contacted the current Preservation Program Manager with the City of San Antonio to confirm qualifications and scope of work, and this outreach yielded positive feedback. In addition to the project completed in 2019, Intermountain Slurry Seal successfully completed additional preservation type contracts in 2021 for the City of San Antonio.

Based on Kimley-Horn's review of the unit bid prices, project experience list, and confirmation of scope and qualifications with listed references, Kimley-Horn recommends award of this contract to Intermountain Slurry Seal, Inc.

Attached with this contract award recommendation is a complete bid tabulation of all submitted bids and a bid comparison between Intermountain Slurry Seal, Inc. and the Engineer's OPCC. Intermountain Slurry Seal's bid is 14.4% lower than the responsive Contractor average and 4.5% lower than the Engineer's OPCC.

If you have any questions regarding the information submitted with this contract award recommendation please contact me at 210.321.3404, or stephen.aniol@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

TBPE# 928



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

Attachments

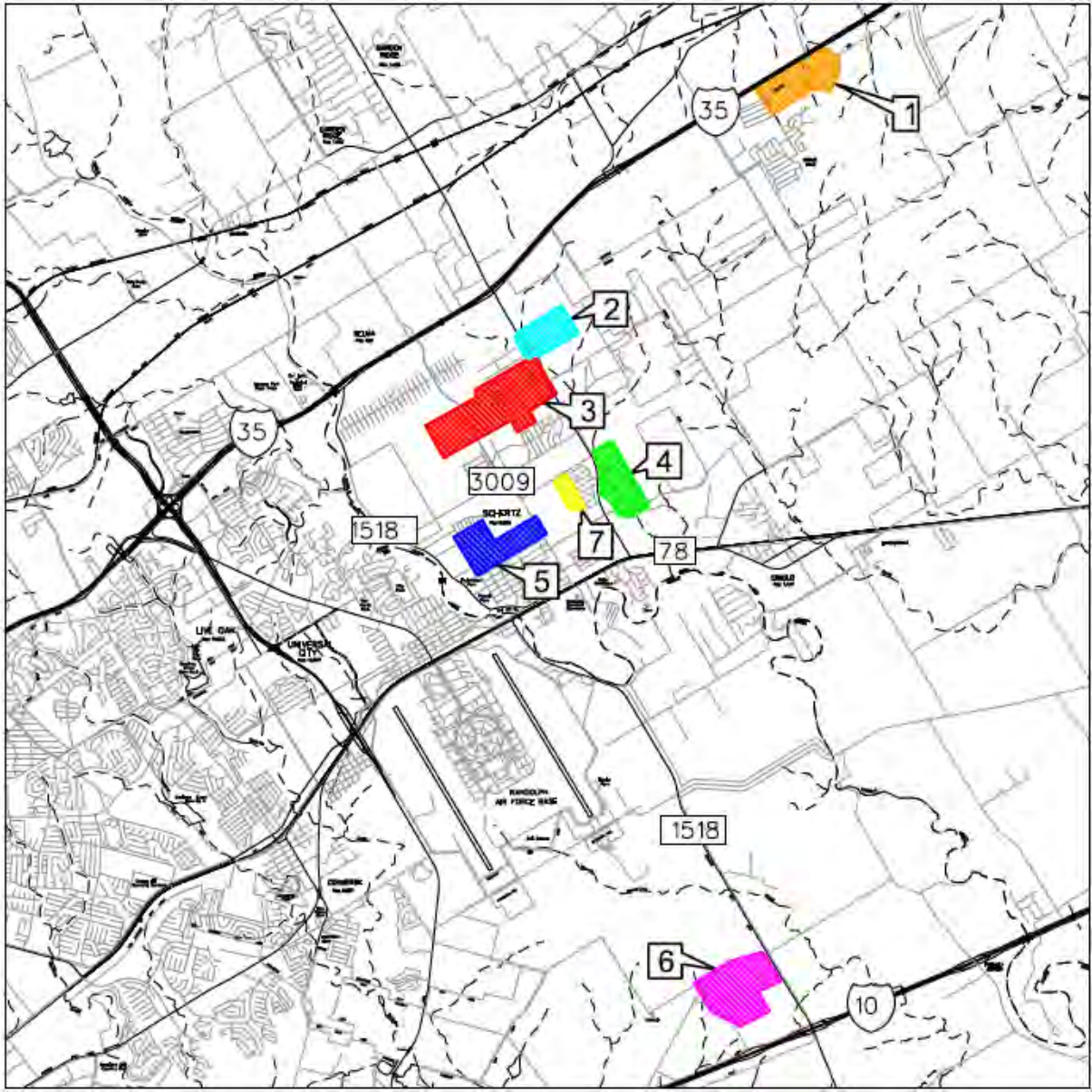
1 – Bid Tabulation

2 – Low Bidder Comparison

Cc: Julie Gohlke, MA, CTPM
Chris Stong, PE

BID TABULATION Project: 2020 SPAM Resurfacing Project (Bid No. 2021-015) Bid Submittal: Wednesday, September 8, 2021 @ 3:00 PM Owner: City of Schertz Engineering Department Engineer: Kimley-Horn and Associates, Inc. 601 Northwest Loop 410, Suite 350, San Antonio, Texas 78216 (210) 541-9166 KHA Project No.: 068702902				Intermountain Slurry Seal, Inc 1000 North Warm Springs Road Salt Lake City, UT 84116 (801) 532-8200		Viking Construction, Inc. 2592 Shell Road Georgetown, TX 78628		Engineer's Estimate		Contractor Average	
				LOWEST RESPONSIVE BIDDER							
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	AVG UNIT PRICE	TOTAL
	BASE BID										
1570	Storm Water Pollution Control (Fairways at Scenic Hills)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00	\$ 6,000.00	\$ 6,000.00	\$ 650.00	\$ 650.00
1570	Storm Water Pollution Control (Oak Trail Estates)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 10,000.00	\$ 10,000.00	\$ 875.00	\$ 875.00
1570	Storm Water Pollution Control (Ashley Place)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 12,000.00	\$ 12,000.00	\$ 1,250.00	\$ 1,250.00
1570	Storm Water Pollution Control (Dove Meadows)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 15,000.00	\$ 15,000.00	\$ 1,000.00	\$ 1,000.00
1570	Storm Water Pollution Control (Aviation Heights)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00	\$ 1,000.00	\$ 1,000.00
1570	Storm Water Pollution Control (Schertz Forest)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00	\$ 5,000.00	\$ 5,000.00	\$ 650.00	\$ 650.00
1570	Storm Water Pollution Control (Estates at Wilson's Preserve)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00	\$ 6,000.00	\$ 6,000.00	\$ 650.00	\$ 650.00
2086.1	Meter Box Adjustment	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 795.00	\$ 1,590.00	\$ 150.00	\$ 300.00	\$ 897.50	\$ 1,795.00
2086.2	Manhole Adjustment (Sewer)	27	EA	\$ 1,500.00	\$ 40,500.00	\$ 927.50	\$ 25,042.50	\$ 800.00	\$ 21,600.00	\$ 1,213.75	\$ 32,771.25
2086.3	Valve Box Adjustment	21	EA	\$ 500.00	\$ 10,500.00	\$ 583.00	\$ 12,243.00	\$ 250.00	\$ 5,250.00	\$ 541.50	\$ 11,371.50
2086.4	Manhole Adjustment (Storm)	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 927.50	\$ 927.50	\$ 800.00	\$ 800.00	\$ 1,213.75	\$ 1,213.75
2221.1	Removal of Sidewalk and Driveway	230	SY	\$ 25.00	\$ 5,750.00	\$ 8.48	\$ 1,950.40	\$ 45.00	\$ 10,350.00	\$ 16.74	\$ 3,850.20
2221.3	Removing Existing Asphaltic Pavement (2.5")	5,326	SY	\$ 5.00	\$ 26,630.00	\$ 25.31	\$ 134,801.06	\$ 7.00	\$ 37,282.00	\$ 15.16	\$ 80,715.53
2221.4	Removing Existing Asphaltic Pavement (5")	13,592	SY	\$ 8.00	\$ 108,736.00	\$ 13.81	\$ 187,705.52	\$ 14.00	\$ 190,288.00	\$ 10.91	\$ 148,220.76
2221.5	Removing Existing Asphaltic Pavement (6"-10")	105	CY	\$ 100.00	\$ 10,500.00	\$ 263.37	\$ 27,653.85	\$ 96.00	\$ 10,080.00	\$ 181.69	\$ 19,076.93
2221.6	Remove Concrete Curb, Curb and Gutter and Mountable Curb	1,394	LF	\$ 6.00	\$ 8,364.00	\$ 6.36	\$ 8,865.84	\$ 16.00	\$ 22,304.00	\$ 6.18	\$ 8,614.92
2221.7	Removal of Miscellaneous Concrete	9	SY	\$ 30.00	\$ 270.00	\$ 10.60	\$ 95.40	\$ 50.00	\$ 450.00	\$ 20.30	\$ 182.70
2741.1	Hot Mix Asphaltic Concrete Pavement (TY B) (2.5" Thickness) (PG 64-22)	748	TN	\$ 110.00	\$ 82,280.00	\$ 255.25	\$ 190,927.00	\$ 100.00	\$ 74,800.00	\$ 182.63	\$ 136,603.50
2741.2	Hot Mix Asphaltic Concrete Pavement (TY B) (5" Thickness) (PG 64-22)	3,754	TN	\$ 120.00	\$ 450,480.00	\$ 132.61	\$ 497,817.94	\$ 100.00	\$ 375,400.00	\$ 126.31	\$ 474,148.97
2741.3	Hot Mix Asphaltic Concrete Pavement (TY B) (6" - 10" Thickness) (PG 64-22)	190	TN	\$ 125.00	\$ 23,750.00	\$ 263.37	\$ 50,040.30	\$ 100.00	\$ 19,000.00	\$ 194.19	\$ 36,895.15
2741.4	Level Up with HMAc Type B Asphalt (PG 64-22) (Variable Depth)	34	TN	\$ 85.00	\$ 2,890.00	\$ 255.25	\$ 8,678.50	\$ 100.00	\$ 3,400.00	\$ 170.13	\$ 5,784.25
2754	Portland Cement Concrete Driveway (Residential)	136	SY	\$ 75.00	\$ 10,200.00	\$ 76.46	\$ 10,398.56	\$ 80.00	\$ 10,880.00	\$ 75.73	\$ 10,299.28
2764.2	RPM Type II A-A (amber or blue)	96	EA	\$ 5.00	\$ 480.00	\$ 12.62	\$ 1,211.52	\$ 10.00	\$ 960.00	\$ 8.81	\$ 845.76
2764.3	Traffic Button (Type Y or W)	74	EA	\$ 4.00	\$ 296.00	\$ 8.48	\$ 627.52	\$ 15.00	\$ 1,110.00	\$ 6.24	\$ 461.76
2767.1	4" Yellow Thermoplastic Stripe	772	LF	\$ 0.60	\$ 463.20	\$ 0.74	\$ 571.28	\$ 8.00	\$ 6,176.00	\$ 0.67	\$ 517.24
2767.4	8" White Thermoplastic Stripe	123	LF	\$ 1.50	\$ 184.50	\$ 1.36	\$ 167.28	\$ 8.00	\$ 984.00	\$ 1.43	\$ 175.89
2767.5	12" White Thermoplastic Stripe	58	LF	\$ 5.00	\$ 290.00	\$ 3.29	\$ 190.82	\$ 8.00	\$ 464.00	\$ 4.15	\$ 240.41
2767.6	24" White Thermoplastic Stripe	604	LF	\$ 10.00	\$ 6,040.00	\$ 6.32	\$ 3,817.28	\$ 10.00	\$ 6,040.00	\$ 8.16	\$ 4,928.64
2771.1	Concrete Curb and Curb and Gutter	1,394	LF	\$ 20.00	\$ 27,880.00	\$ 32.02	\$ 44,635.88	\$ 25.00	\$ 34,850.00	\$ 26.01	\$ 36,257.94
2771.2	Valley Gutter	197	SY	\$ 45.00	\$ 8,865.00	\$ 37.74	\$ 7,434.78	\$ 100.00	\$ 19,700.00	\$ 41.37	\$ 8,149.89
2775	Concrete Sidewalk	103	SY	\$ 55.00	\$ 5,665.00	\$ 86.70	\$ 8,930.10	\$ 100.00	\$ 10,300.00	\$ 70.85	\$ 7,297.55
2911	Topsoil	79	CY	\$ 30.00	\$ 2,370.00	\$ 106.00	\$ 8,374.00	\$ 50.00	\$ 3,950.00	\$ 68.00	\$ 5,372.00
2922	Sodding (Bermuda or St. Augustine)	515	SY	\$ 12.00	\$ 6,180.00	\$ 53.00	\$ 27,295.00	\$ 15.00	\$ 7,725.00	\$ 32.50	\$ 16,737.50
0347-6001	Thin Overlay Mixtures (Asphalt) (TY. F) (PG 76-22)	248	TN	\$ 125.00	\$ 31,000.00	\$ 689.09	\$ 170,894.32	\$ 180.00	\$ 44,640.00	\$ 407.05	\$ 100,947.16
0677-6001	Elim Ext Pav Mrk & Mrks (4")	772	LF	\$ 0.90	\$ 694.80	\$ 1.51	\$ 1,165.72	\$ 10.00	\$ 7,720.00	\$ 1.21	\$ 930.26
0677-6003	Elim Ext Pav Mrk & Mrks (8")	123	LF	\$ 1.00	\$ 123.00	\$ 2.44	\$ 300.12	\$ 12.00	\$ 1,476.00	\$ 1.72	\$ 211.56
0677-6005	Elim Ext Pav Mrk & Mrks (12")	58	LF	\$ 2.50	\$ 145.00	\$ 4.03	\$ 233.74	\$ 12.00	\$ 696.00	\$ 3.27	\$ 189.37
0677-6007	Elim Ext Pav Mrk & Mrks (24")	604	LF	\$ 10.00	\$ 6,040.00	\$ 7.64	\$ 4,614.56	\$ 12.00	\$ 7,248.00	\$ 8.82	\$ 5,327.28
712**	Joint and Crack Sealing	18,849	LBS	\$ 4.77	\$ 89,909.73	\$ 3.82	\$ 72,003.18	\$ 5.00	\$ 94,245.00	\$ 4.30	\$ 80,956.46
SUP-1	Door Hanger	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,900.00	\$ 1,900.00	\$ 25,000.00	\$ 25,000.00	\$ 2,450.00	\$ 2,450.00
SUP-2	Police Officer	400	HR	\$ 65.00	\$ 26,000.00	\$ 58.30	\$ 23,320.00	\$ 60.00	\$ 24,000.00	\$ 61.65	\$ 24,660.00
SUP-3.1	Slurry Seal (21 LBS/SY - Dry Aggregate)	2,745	TN	\$ 295.00	\$ 809,775.00	\$ 339.72	\$ 932,531.40	\$ 285.00	\$ 782,325.00	\$ 317.36	\$ 871,153.20
SUP-3.2	Slurry Seal (25 LBS/SY - Dry Aggregate)	798	TN	\$ 300.00	\$ 239,400.00	\$ 339.72	\$ 271,096.56	\$ 290.00	\$ 231,420.00	\$ 319.86	\$ 255,248.28
	TOTAL BASE BID:				\$ 2,056,151.23		\$ 2,745,202.43		\$ 2,153,213.00		\$ 2,400,676.83

BID TABULATION Project: 2020 SPAM Resurfacing Project (Bid No. 2021-015) Bid Submittal: Wednesday, September 8, 2021 @ 3:00 PM Owner: City of Schertz Engineering Department Engineer: Kimley-Horn and Associates, Inc. 601 Northwest Loop 410, Suite 350, San Antonio, Texas 78216 (210) 541-9166 KHA Project No.: 068702902				Intermountain Slurry Seal, Inc 1000 North Warm Springs Road Salt Lake City, UT 84116 (801) 532-8200		Engineer's Estimate		Unit Price Comparison	
				LOWEST RESPONSIVE BIDDER					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	DELTA	% DELTA
	BASE BID								
1570	Storm Water Pollution Control (Fairways at Scenic Hills)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00	\$ (5,000.00)	-83.33%
1570	Storm Water Pollution Control (Oak Trail Estates)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ (9,000.00)	-90.00%
1570	Storm Water Pollution Control (Ashley Place)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00	\$ 12,000.00	\$ (11,000.00)	-91.67%
1570	Storm Water Pollution Control (Dove Meadows)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 15,000.00	\$ 15,000.00	\$ (14,000.00)	-93.33%
1570	Storm Water Pollution Control (Aviation Heights)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00	\$ (5,000.00)	-83.33%
1570	Storm Water Pollution Control (Schertz Forest)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ (4,000.00)	-80.00%
1570	Storm Water Pollution Control (Estates at Wilson's Preserve)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00	\$ (5,000.00)	-83.33%
2086.1	Meter Box Adjustment	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 150.00	\$ 300.00	\$ 850.00	566.67%
2086.2	Manhole Adjustment (Sewer)	27	EA	\$ 1,500.00	\$ 40,500.00	\$ 800.00	\$ 21,600.00	\$ 700.00	87.50%
2086.3	Valve Box Adjustment	21	EA	\$ 500.00	\$ 10,500.00	\$ 250.00	\$ 5,250.00	\$ 250.00	100.00%
2086.4	Manhole Adjustment (Storm)	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00	\$ 700.00	87.50%
2221.1	Removal of Sidewalk and Driveway	230	SY	\$ 25.00	\$ 5,750.00	\$ 45.00	\$ 10,350.00	\$ (20.00)	-44.44%
2221.3	Removing Existing Asphaltic Pavement (2.5")	5,326	SY	\$ 5.00	\$ 26,630.00	\$ 7.00	\$ 37,282.00	\$ (2.00)	-28.57%
2221.4	Removing Existing Asphaltic Pavement (5")	13,592	SY	\$ 8.00	\$ 108,736.00	\$ 14.00	\$ 190,288.00	\$ (6.00)	-42.86%
2221.5	Removing Existing Asphaltic Pavement (6"-10")	105	CY	\$ 100.00	\$ 10,500.00	\$ 96.00	\$ 10,080.00	\$ 4.00	4.17%
2221.6	Remove Concrete Curb, Curb and Gutter and Mountable Curb	1,394	LF	\$ 6.00	\$ 8,364.00	\$ 16.00	\$ 22,304.00	\$ (10.00)	-62.50%
2221.7	Removal of Miscellaneous Concrete	9	SY	\$ 30.00	\$ 270.00	\$ 50.00	\$ 450.00	\$ (20.00)	-40.00%
2741.1	Hot Mix Asphaltic Concrete Pavement (TY B) (2.5" Thickness) (PG 64-22)	748	TN	\$ 110.00	\$ 82,280.00	\$ 100.00	\$ 74,800.00	\$ 10.00	10.00%
2741.2	Hot Mix Asphaltic Concrete Pavement (TY B) (5" Thickness) (PG 64-22)	3,754	TN	\$ 120.00	\$ 450,480.00	\$ 100.00	\$ 375,400.00	\$ 20.00	20.00%
2741.3	Hot Mix Asphaltic Concrete Pavement (TY B) (6" - 10" Thickness) (PG 64-22)	190	TN	\$ 125.00	\$ 23,750.00	\$ 100.00	\$ 19,000.00	\$ 25.00	25.00%
2741.4	Level Up with HMAc Type B Asphalt (PG 64-22) (Variable Depth)	34	TN	\$ 85.00	\$ 2,890.00	\$ 100.00	\$ 3,400.00	\$ (15.00)	-15.00%
2754	Portland Cement Concrete Driveway (Residential)	136	SY	\$ 75.00	\$ 10,200.00	\$ 80.00	\$ 10,880.00	\$ (5.00)	-6.25%
2764.2	RPM Type II A-A (amber or blue)	96	EA	\$ 5.00	\$ 480.00	\$ 10.00	\$ 960.00	\$ (5.00)	-50.00%
2764.3	Traffic Button (Type Y or W)	74	EA	\$ 4.00	\$ 296.00	\$ 15.00	\$ 1,110.00	\$ (11.00)	-73.33%
2767.1	4" Yellow Thermoplastic Stripe	772	LF	\$ 0.60	\$ 463.20	\$ 8.00	\$ 6,176.00	\$ (7.40)	-92.50%
2767.4	8" White Thermoplastic Stripe	123	LF	\$ 1.50	\$ 184.50	\$ 8.00	\$ 984.00	\$ (6.50)	-81.25%
2767.5	12" White Thermoplastic Stripe	58	LF	\$ 5.00	\$ 290.00	\$ 8.00	\$ 464.00	\$ (3.00)	-37.50%
2767.6	24" White Thermoplastic Stripe	604	LF	\$ 10.00	\$ 6,040.00	\$ 10.00	\$ 6,040.00	\$ -	0.00%
2771.1	Concrete Curb and Curb and Gutter	1,394	LF	\$ 20.00	\$ 27,880.00	\$ 25.00	\$ 34,850.00	\$ (5.00)	-20.00%
2771.2	Valley Gutter	197	SY	\$ 45.00	\$ 8,865.00	\$ 100.00	\$ 19,700.00	\$ (55.00)	-55.00%
2775	Concrete Sidewalk	103	SY	\$ 55.00	\$ 5,665.00	\$ 100.00	\$ 10,300.00	\$ (45.00)	-45.00%
2911	Topsoil	79	CY	\$ 30.00	\$ 2,370.00	\$ 50.00	\$ 3,950.00	\$ (20.00)	-40.00%
2922	Sodding (Bermuda or St. Augustine)	515	SY	\$ 12.00	\$ 6,180.00	\$ 15.00	\$ 7,725.00	\$ (3.00)	-20.00%
0347-6001	Thin Overlay Mixtures (Asphalt) (TY. F) (PG 76-22)	248	TN	\$ 125.00	\$ 31,000.00	\$ 180.00	\$ 44,640.00	\$ (55.00)	-30.56%
0677-6001	Elim Ext Pav Mrk & Mrks (4")	772	LF	\$ 0.90	\$ 694.80	\$ 10.00	\$ 7,720.00	\$ (9.10)	-91.00%
0677-6003	Elim Ext Pav Mrk & Mrks (8")	123	LF	\$ 1.00	\$ 123.00	\$ 12.00	\$ 1,476.00	\$ (11.00)	-91.67%
0677-6005	Elim Ext Pav Mrk & Mrks (12")	58	LF	\$ 2.50	\$ 145.00	\$ 12.00	\$ 696.00	\$ (9.50)	-79.17%
0677-6007	Elim Ext Pav Mrk & Mrks (24")	604	LF	\$ 10.00	\$ 6,040.00	\$ 12.00	\$ 7,248.00	\$ (2.00)	-16.67%
712**	Joint and Crack Sealing	18,849	LBS	\$ 4.77	\$ 89,909.73	\$ 5.00	\$ 94,245.00	\$ (0.23)	-4.60%
SUP-1	Door Hanger	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 25,000.00	\$ 25,000.00	\$ (22,000.00)	-88.00%
SUP-2	Police Officer	400	HR	\$ 65.00	\$ 26,000.00	\$ 60.00	\$ 24,000.00	\$ 5.00	8.33%
SUP-3.1	Slurry Seal (21 LBS/SY - Dry Aggregate)	2,745	TN	\$ 295.00	\$ 809,775.00	\$ 285.00	\$ 782,325.00	\$ 10.00	3.51%
SUP-3.2	Slurry Seal (25 LBS/SY - Dry Aggregate)	798	TN	\$ 300.00	\$ 239,400.00	\$ 290.00	\$ 231,420.00	\$ 10.00	3.45%
	TOTAL BASE BID:				\$ 2,056,151.23		\$ 2,153,213.00		-4.51%





IH-35

COVERS COVE

10

COLUMBIA DR

COLUMBIA DR

PEBBLE BEACH

ST ANDREWS

COUNTRY CLUB BLVD

6

7

8

5

2

3

4



ASHLEY PL MATCHLINE A





26

MORNINGMIST LN

ARBOR DAWN LN

QUIET CREEK

MORNING ROSE

20

LAURAN PARK DR

SANDY RIDGE CIR

17

DIETZ RD

BENDING BROOK DR

CROSS BRANCH DR

TURNCREEK LN

SUMMER HAVEN LN

14

IVORY CREEK

CRIMSON COVE DR

LINDEN GROVE DR

GATE CREEK LN

WELLBROOK

7

BORGFIELD RD

WHITNEY RD

ELI

CYRUS MCCORMICK

CHERRYWOOD

GREENWOOD

3

ROY RICHARD DR

SPICEWOOD

IDLEWOOD

SILVERTREE BLVD

SILVERTREE BLVD

GREY FEATHER

WHITE WING

MOURNING DOVE

DOVE MEADOWS



LORI LYNN DR

JUDITH ANN DR

BEVERLY DR

NELL DEANE BLVD

LINDA CT

MELISSA CT

SHARON CT

CHESTNUT DR

MARILYN DR

PECAN DR

MAPLE DR

VICKI
LYNN DR

RANDOLPH AVE

PECAN DR

MAPLE DR

COLONY DR

SCHERTZ PKWY



GUY GUIBORNE

WARE SEGUIN RD

NOTTINGSHIRE

FM 1518

SHERLOCK LN

ROBIN HOOD WAY

MAID MARIAN

WILL CLOUDSLEY

ROBIN HOOD WAY



ROY RICHARD DR

LIVE OAK RD

ADALINE WAY

SOPHIE
MARIE

KEANNA PL

CHLOE CT

NATALIE
WAY

HIRAM LN

GEORGIA
MAE

GWENDOLYN WAY

OAK RUN



CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021

Department: Finance

Subject: Resolution No. 21-R-101 - 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)

BACKGROUND

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

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

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

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

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

The resolution authorizes the debt for these areas that is more than 180 days outstanding as of September 1, 2021, to be written off. These write-offs come before council quarterly and last came before council on June 22, 2021.

Previous Write off Amount:

February 2017:	\$621,138.97
June 2017:	\$544,944.16
September 2017:	\$510,516.01
January 2018:	\$510,637.79

March 2018:	\$433,427.15
June 2018:	\$439,627.14
September 2018:	\$521,281.82
December 2018:	\$727,307.39
March 2019:	\$564,227.77
June 2019:	\$580,155.10
September 2019:	\$586,664.65
December 2019:	\$591,829.90
March 2020:	\$616,900.00
June 2020:	\$552,157.34
September 2020:	\$605,161.66
December 2020:	\$467,802.06

With Charity Care

March 2021:	\$1,330,234.88
June 2021:	\$904,511.15
September 2021:	\$750,502.47

Charity Care for March 2021 was for an entire year, August 2019 through July 2020. For June 2021, Charity Care was for 5 months, August 2020 through December 2021. Going forward, these adjustments will be done quarterly.

GOAL

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

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Approve Resolution No. 21-R-101 to write off receivables that are older than 180 days.

FISCAL IMPACT

This accounting adjustment will not affect the City's Budget or financial standing. The amount written off is estimated during the budget process and is accounted for in the revenue estimations and the bad debt expense accounts. The action taken tonight will reduce the amount shown as owed to the City by \$750,502.47 and set it equal to the amount seen as still reasonably collectible. The breakdown is as follows:

EMS -	\$549,500.12
EMS Charity Care -	\$176,811.40
Utility Billing -	\$24,190.95
Magazine -	\$0.00

RECOMMENDATION

Staff recommends Council approve Resolution No. 21-R-101.

Attachments

Resolution 21-R-101



RESOLUTION NO. 21-R-101

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.

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

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

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

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

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

<i>Function</i>	<i>Amount</i>
EMS	\$549,500.12
Charity Care	\$176,811.40
Utility Billing	\$24,190.95
Magazine	\$0.00
Total	\$750,502.47

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

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

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

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

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 28th day of September, 2021.

CITY OF SCHERTZ, TEXAS

Mayor Ralph Gutierrez, Mayor

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021

Department: City Secretary

Subject: Resolution No. 21-R-110 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas updating the Fee Schedule for FY2021-22, to include the Texas Alcoholic Beverage Commission (TABC) License/Permit Type: BG-Wine and Malt Beverage Retailer's Permit Fee and License/Permit Type BE- (Malt Beverage) Retail Dealer's On-Premise License. The two license/permit types have different fees depending on original and renewal applications, as well as to which county the business is located in. (M. Browne/B. Dennis/S. Edmondson)

BACKGROUND

The Texas Alcoholic Beverage Commission (TABC) updated and consolidated the number of licenses and permits they offer from 75 in 2019 to 37 as of September 1, 2021. When the City of Schertz updated the Fee Schedule on September 14, 2021, the TABC License/Permit Types: Wine and Malt Beverage Retailer's Permit (BG) and (Malt Beverage) Retail Dealer's Off-Premise License (BE), it did not include the different fees associated with these License/Permit Types, as to which county the business resides in.

GOAL

To update the Schertz Fee Schedule with the Malt Beverage Retailer's Permit (BG) and (Malt Beverage) Retail Dealer's Off-Premise License (BE) and the local fees associated with each license.

COMMUNITY BENEFIT

The Schertz Fee Schedule will be updated and show the correct TABC Licenses/Permit Fees and the local Fees that the City of Schertz can collect from businesses selling alcoholic beverages within the city limits.

SUMMARY OF RECOMMENDED ACTION

Staff recommends council approve the proposed updates to the fees schedule.

FISCAL IMPACT

The fee changes will affect the General Fund with the collection of the correct local fees allowed by the Texas Alcoholic Beverage Commission.

RECOMMENDATION

Approve Resolution No. 21-R-110.

FY21-22 Fee Schedule Update
Resolution 21-R-110

City of Schertz



Schedule of Fees

Effective November 1, 2021

**City of Schertz
Schedule of Fees**

Summary of Changes	2020-21	2021-22
--------------------	---------	---------

* City Code Violation Court Fee	\$ 10.00	\$ 10.00
---------------------------------	----------	----------

*Any citation issued by individuals defined in Section 22-40 (Authority to issue notice of violations), shall be able to collect a dismissal fee from an individual who abates such violation upon their court appearance. ~~Judge Stephen Takas suggested that we charge a dismissal fee to remedy some of the expenses incurred from the issuance of such citation.~~

Licenses

Package Store Permit	\$250.00	\$ 250.00
Wine and Malt Beverage Retailer's Permit - Bexar County	\$87.50	\$ 500.00
Wine and Malt Beverage Retailer's Permit - Bexar County Renewal	\$87.50	\$ 375.00
Wine and Malt Beverage Retailer's Permit - All Other Counties	\$87.50	\$ 87.50
Wine and Malt Beverage Retailer's Off Premises Permit	\$30.00	\$ 30.00
(Malt Beverage) Retail Dealer's On-Premise License - Bexar County	\$75.00	\$ 500.00
(Malt Beverage) Retail Dealer's On-Premise License - Bexar County Renewal	\$75.00	\$ 375.00
(Malt Beverage) Retail Dealer's On-Premise License - All Other Counties	\$75.00	\$ 75.00
Wine-Only Package Store Permit	\$37.50	\$ 37.50
Mixed Beverage Permit	\$375.00	\$ 375.00
Wholesaler's Permit	\$937.50	\$ 937.50
Branch's Distributor's License	\$37.50	\$ 37.50
(Malt Beverage) Retail Dealer's Off-Premise License	\$30.00	\$ 30.00
Local Distributor's Permit	\$50.00	\$ 50.00
Winery Permit	\$37.50	\$ 37.50

Licenses

Package Store	\$250.00
Package Store Tasting	\$12.50
Wine & Beer Retailers	\$87.50
Wine & Beer Retailers -- Off premises	\$30.00
Late Hours	\$125.00
Beer on Premises	\$75.00
Wine Only -- Package Store	\$37.50
Mix Beverage Permit	\$375.00
Mix Beverage Late Hours	\$75.00
Caterer's Permit	\$250.00
Retail Dealer On-Premises -- Late Hours	\$125.00
Local Cartage	\$10.00

**City of Schertz
Schedule of Fees**

City Secretary		2020-21	2021-22
	Candidate Filing Fee	\$ 25.00	\$ 25.00
Codes	Licenses		
P	Package Store Permit	\$250.00	\$ 250.00
BG	Wine and Malt Beverage Retailer's Permit - Bexar County	\$87.50	\$ 500.00
BG	Wine and Malt Beverage Retailer's Permit - Bexar County Renewal	\$87.50	\$ 375.00
BG	Wine and Malt Beverage Retailer's Permit - All Other Counties	\$87.50	\$ 87.50
BQ	Wine and Malt Beverage Retailer's Off Premises Permit	\$30.00	\$ 30.00
BE	(Malt Beverage) Retail Dealer's On-Premise License - Bexar County	\$75.00	\$ 500.00
BE	(Malt Beverage) Retail Dealer's On-Premise License - Bexar County Renewal	\$75.00	\$ 375.00
BE	(Malt Beverage) Retail Dealer's On-Premise License - All Other Counties	\$75.00	\$ 75.00
Q	Wine-Only Package Store Permit	\$37.50	\$ 37.50
MB	Mixed Beverage Permit	\$375.00	\$ 375.00
W	Wholesaler's Permit	\$937.50	\$ 937.50
BC	Branch's Distributor's License	\$37.50	\$ 37.50
BF	(Malt Beverage) Retail Dealer's Off-Premise License	\$30.00	\$ 30.00
LP	Local Distributor's Permit	\$50.00	\$ 50.00
G	Winery Permit	\$37.50	\$ 37.50
	Licenses		
	Package Store	\$250.00	
	Package Store Tasting	\$12.50	
	Wine & Beer Retailers	\$87.50	
	Wine & Beer Retailers – Off premises	\$30.00	
	Late Hours	\$125.00	
	Beer on Premises	\$75.00	
	Wine Only – Package Store	\$37.50	
	Mix Beverage Permit	\$375.00	
	Mix Beverage Late Hours	\$75.00	
	Caterer's Permit	\$250.00	
	Retail Dealer On-Premises – Late Hours	\$125.00	
	Local Cartage	\$10.00	

**City of Schertz
Schedule of Fees**

All Departments	2020-21	2020-21
Records Requests		
Standard paper copy, per page (front and back is 2 pages)	\$ 0.10	\$ 0.10
Nonstandard-size copy:		
Oversize paper copy (11" X 17")	\$ 0.50	\$ 0.50
Specialty paper (Mylar, blueprint, blue line, map, photographic)	Actual	Actual
Certified Copy- Each Certification	\$ 5.00	\$ 5.00
Diskette	\$ 1.00	\$ 1.00
Magnetic tape - actual cost	Actual	Actual
Data cartridge -actual cost	Actual	Actual
Tape cartridge - actual cost	Actual	Actual
Rewritable CD (CD-RW)	\$ 1.00	\$ 1.00
Non-rewritable CD (CD-R)	\$ 1.00	\$ 1.00
Digital video disc (DVD)	\$ 3.00	\$ 3.00
JAZ drive - actual cost	Actual	Actual
Other electronic media - actual cost	Actual	Actual
Miscellaneous supplies - actual cost	Actual	Actual
Postage and shipping charge actual cost	Actual	Actual
Photographs - actual cost	Actual	Actual
Maps - actual cost	Actual	Actual
Labor charge:		
For locating, compiling, and reproducing, per hour (if documents are NOT located in the immediate area and over 50 pages)	\$ 15.00	\$ 15.00
Overhead charge - % of labor charge	20%	20%
Remote document retrieval charge	Actual	Actual
No Sales Tax shall be applied to copies of public information.		
Notary Fees		
Acknowledgement, Certified Copies, Jurat's, Oaths and Affirmation	\$ 6.00	\$ 6.00
Protests- Per Document	\$ 5.00	\$ 5.00
Convenience Fees		
Credit Card Payment Over Phone	\$ 1.00	\$ 1.00
Return Check Fee	\$ 25.00	\$ 25.00

**City of Schertz
Schedule of Fees**

Library	2020-21	2021-22
Non-Resident user fee- Library Card	\$ 15.00	\$ 15.00
Meeting Room Fee- Non-Schertz residents, 4 hours	\$ 50.00	\$ 50.00
Meeting Room Fee- After hour fee, per hour	\$ 25.00	\$ 25.00
Meeting Room Cleaning Fee (Spot Cleaning)	\$ 50.00	\$ 50.00
Meeting Room Cleaning Fee (Whole Room)	Actual	Actual
Additional Fee for After Hours Cleaning, per hour	\$ 25.00	\$ 25.00
Inter-Library Loans Materials (ILL Materials)		
Lost or damaged ILL items - Cost of item as billed by the lending library (may include additional fines or fees assessed by the lending library)	Actual	Actual
Inter-Library Loan items per day (3 day grace period)	\$ 1.00	\$ 1.00
Max overdue amount per ILL item	\$ 5.00	\$ 5.00
Return Postage Fee--for ILL items never picked up by customer after arrival	\$ 3.00	\$ 3.00
Overdue Fines (3 day grace period)		
All Items per day (except ILL items)	\$ 0.25	\$ 0.25
Max amount that can be charged	\$ 1.00	\$ 1.00
Replacement Library Card	\$ 1.00	\$ 1.00
Copier, per standard page (2-sided copies are the same as 2 pages; oversized copies are the same as 2 pages)		
Black and White	\$ 0.15	\$ 0.15
Color	\$ 0.50	\$ 0.50
Printing, per standard page (2-sided copies are the same as 2 pages; oversized copies are the same as 2 pages)		
Black and White	\$ 0.15	\$ 0.15
Color	\$ 0.50	\$ 0.50
Outgoing Fax, 1st page	\$ 1.00	\$ 1.00
Per each succeeding page	\$ 0.25	\$ 0.25
Lost & Damaged Materials - Cost of item		
plus a processing fee	\$ 5.00	\$ 5.00
Damaged DVD Case or Video Case	\$ 1.00	\$ 1.00
Damaged or Missing Barcode	\$ 1.00	\$ 1.00
Damaged or Missing RFID Tag	\$ 1.00	\$ 1.00
Damaged or Missing DVD/Video Cover	\$ 3.00	\$ 3.00
(if replaceable) plus processing fee		
Toddler Tote Bag	\$ 2.50	\$ 2.50
Juvenile Audiobook Bag	\$ 5.00	\$ 5.00
Materials Recovery Fee (per account sent to collections)	\$ 10.00	\$ 10.00

Note: If an item is lost and paid for, any overdue fines assessed against the item are waived. If part of an item is lost, the item as a whole is considered lost and the full cost of the item is charged to the patron. Again, any overdue fines assessed against the item are waived if the item is paid for. Refunds for items that were paid for and subsequently found and returned to the library are available for up to 60 days after payment and require the original receipt. Processing fees are non-refundable. No refunds will be given after 60 days.

**City of Schertz
Schedule of Fees**

Schertz Magazine	2020-21	2021-22
Display Ads:		
Eighth Page for 6 mo., per month	\$ 300.00	\$ 300.00
Eighth Page for 12 mo., per month	\$ 275.00	\$ 275.00
Quarter Page for 6 mo., per month	\$ 550.00	\$ 550.00
Quarter Page for 12 mo., per month	\$ 400.00	\$ 400.00
Half Page for 6 mo., per month	\$1,000.00	\$1,000.00
Half Page for 12 mo., per month	\$ 700.00	\$ 700.00
Full Page for 6 mo., per month	\$1,500.00	\$1,500.00
Full Page for 12 mo., per month	\$1,200.00	\$1,200.00
Special placement fee	\$ 100.00	\$ 100.00
Artwork ownership fee	\$ 95.00	\$ 95.00
Premium Placement:		
Back Cover for 6 mo., per month	\$1,800.00	\$1,800.00
Back Cover for 12 mo., per month	\$1,500.00	\$1,500.00

Churches, governmental entities, 501 (c) 3 and civic groups who provide a service to the residents of Schertz will receive a 25% discount on the above facility rental rates.

**City of Schertz
Schedule of Fees**

Event Facilities	2020-21	2021-2022
Vendor/Ancillary Fees		
Kitchen Fee, per person		
Kitchen Fee, Ball Room	\$ 200.00	\$ 200.00
Kitchen Fee, Bluebonnet Room	\$ 75.00	\$ 75.00
Electrical Fee (Tradeshows), per Exhibitor		
Linens		
Early Open Fee (prior to normal scheduled hours), per staff member per hour	\$ 25.00	\$ 25.00
Late Fee	\$ 200.00	\$ 200.00
Ice, one bin (80lbs)	\$ 15.00	\$ 15.00
Ice, unlimited	\$ 25.00	\$ 25.00
Beverage Service (for 50 people)	\$ 50.00	\$ 50.00
Beverage Linen per table	\$ 5.00	\$ 5.00
Cancellation Fee	\$ 50.00	\$ 50.00
Portable Bar (includes 5 cocktail tables)	\$ 200.00	\$ 200.00
Cocktail Tables (up to 5)	\$ 50.00	\$ 50.00
Uplighting, per light	\$ 15.00	\$ 15.00
Uplighting package, 10 lights	\$ 100.00	\$ 100.00
Pipe for Back Drop	\$ 25.00	\$ 25.00
Drape per linear ft.	\$ 2.00	\$ 2.00
Cleaning Fee	\$ 150.00	\$ 150.00
 Discount/Special Rates		
Frequent Renters 25% discount (Must rent at least 12 times calendar year)		
Multiple Day Renters 25% discount (Must rent two or more consecutive days)		
Day before setup - 50% of regular room rate		
Non-Profits 25% discount - rent only		
All comp'd requests will require approval from City Manager		
 H.O.A. Meeting Fee	\$ 75.00	\$ 75.00
Funeral Reception Only in Bluebonnet Hall/Community Centers 3 hr maximum	\$ 75.00	\$ 75.00
Quality of Life Events (Community Centers Only)	\$ 15.00	\$ 15.00
 Facility Security		
Security Coordination Fee	\$ 15.00	\$ 15.00
Regular- per officer, per hour (4 hour minimum)	\$ 40.00	\$ 40.00
Holiday- per officer, per hour (4 hour minimum)	\$ 50.00	\$ 50.00
 Civic Center - Grand Ballroom- (7,198 sq. ft)		
Regular Rentals		
Sunday, Full day	\$ 800.00	\$ 800.00
Sunday, Half day	\$ 450.00	\$ 450.00
Monday - Thursday, Full day	\$ 600.00	\$ 600.00
Monday - Thursday, Half day	\$ 375.00	\$ 375.00
Friday, Full Day (half day not available)	\$ 800.00	\$ 800.00
Saturday, Full day (half day not available)	\$ 1,800.00	\$ 1,800.00
Small Stage	\$ 200.00	\$ 200.00
Dance Floor	\$ 200.00	\$ 200.00
Damage/Cancellation Deposit	\$ 500.00	\$ 500.00
Audio/Visual Services (upgraded)	\$ 175.00	\$ 175.00
Additional time, per hour	\$ 50.00	\$ 50.00
Audio/Visual Panel Access	\$ 100.00	\$ 100.00
 Banquet Package - includes hall rental, easel, tables/chairs, dance floor, AV panel access, ice, Gathering Room, portable bar, cocktail tables, uplighting package, kitchen:		
Sunday, Full day	\$ 1,625.00	\$ 1,625.00
Sunday, Half day	\$ 1,075.00	\$ 1,075.00
Monday - Thursday, Full day	\$ 1,425.00	\$ 1,425.00
Monday - Thursday, Half day	\$ 1,000.00	\$ 1,000.00
Friday, Full Day (half day not available)	\$ 1,625.00	\$ 1,625.00
Saturday, Full day (half day not available)	\$ 2,625.00	\$ 2,625.00

**City of Schertz
Schedule of Fees**

Event Facilities	2020-21	2021-2022
Civic Center Cut-Off Hall (Larger portion of Ballroom - (4,172 sq ft)		
Regular Rentals		
Sunday, Full day	\$ 600.00	\$ 600.00
Sunday, Half day	\$ 325.00	\$ 325.00
Monday - Thursday, Full day	\$ 425.00	\$ 425.00
Monday - Thursday, Half day	\$ 250.00	\$ 250.00
Friday, Full Day (half day not available)	\$ 600.00	\$ 600.00
Saturday, Full day (half day not available)	\$ 1,400.00	\$ 1,400.00
Small Stage - move to only one stage	\$ 200.00	\$ 200.00
Dance Floor	\$ 200.00	\$ 200.00
Audiovisual Services (upgraded)	\$ 175.00	\$ 175.00
Additional time, per hour	\$ 50.00	\$ 50.00
Audio/Visual Panel Access	\$ 100.00	\$ 100.00
Damage/Cancellation Deposit	\$ 500.00	\$ 500.00
Banquet Package - includes hall rental, easel, tables/chairs, dance floor, AV panel access, ice, Gathering Room, portable bar, cocktail tables, uplighting package, kitchen:		
Sunday, Full day	\$ 1,425.00	\$ 1,425.00
Sunday, Half day	\$ 950.00	\$ 950.00
Monday - Thursday, Full day	\$ 1,250.00	\$ 1,250.00
Monday - Thursday, Half day	\$ 875.00	\$ 875.00
Friday, Full day (half day not available)	\$ 1,425.00	\$ 1,425.00
Saturday, Full day (half day not available)	\$ 2,225.00	\$ 2,225.00
Civic Center Conference Hall (Smaller portion of Ballroom - (3,026 sq ft)		
Regular Rentals		
Friday/Sunday, Full day	\$ 400.00	\$ 400.00
Friday/Sunday, Half day	\$ 250.00	\$ 250.00
Monday - Thursday, Full day	\$ 250.00	\$ 250.00
Monday - Thursday, Half day	\$ 175.00	\$ 175.00
Audiovisual Access	\$ 75.00	\$ 75.00
Damage/Cancellation Deposit	\$ 200.00	\$ 200.00
Civic Center - Bluebonnet Hall- (2,500 sq ft)		
Regular Rentals		
Friday/Sunday, Full day	\$ 400.00	\$ 400.00
Friday/Sunday, Half day	\$ 200.00	\$ 200.00
Monday - Thursday, Full day	\$ 250.00	\$ 250.00
Monday - Thursday, Half day	\$ 125.00	\$ 125.00
Saturday, Full day (half day not available)	\$ 700.00	\$ 700.00
Kitchen	\$ 75.00	\$ 75.00
Audiovisual Access	\$ 75.00	\$ 75.00
Damage/Cancellation Deposit	\$ 200.00	\$ 200.00
Banquet Package - includes hall rental, tables/chairs, AV panel access, ice, portable bar (weekends only), kitchen:		
Friday/Sunday, Full day	\$ 675.00	\$ 675.00
Friday/Sunday, Half day	\$ 550.00	\$ 550.00
Monday - Thursday, Full day	\$ 525.00	\$ 525.00
Monday - Thursday, Half day	\$ 275.00	\$ 275.00
Saturday, Full day (half day not available)	\$ 975.00	\$ 975.00
Community Center North- 3501 Morning Dr- (2,006 sq ft)		
Sunday - Thursday per hour, 2 hour minimum	\$ 25.00	\$ 25.00
Friday - Saturday per hour, 4 hour minimum	\$ 50.00	\$ 50.00
Daily Maximum (up to 12 hours)	\$ 350.00	\$ 350.00
Damage/Cancellation Deposit	\$ 200.00	\$ 200.00
Community Center Central (2,940 sq ft)		
Sunday - Thursday per hour, 2 hour minimum	\$ 50.00	\$ 50.00
Friday - Saturday per hour, 4 hour minimum	\$ 75.00	\$ 75.00
Daily Maximum (up to 12 hours)	\$ 450.00	\$ 450.00
Projector/Screen/Microphone	\$ 50.00	\$ 50.00

**City of Schertz
Schedule of Fees**

Event Facilities	2020-21	2021-2022
Damage/Cancellation Deposit	\$ 200.00	\$ 200.00

Churches, governmental entities, 501 (c) 3 and civic groups who provide a service to the residents of Schertz will receive a 25% discount on the above facility rental rates.

**City of Schertz
Schedule of Fees**

Event Fee	2020-21	2021-22
Daddy Daughter/Mother Son Dances		
Per Couple	\$ 30.00	\$ -
Additional Individual Ticket	\$ 12.00	\$ -
Adult	\$ -	\$ 18.00
Child (17 and under)	\$ -	\$ 12.00
 Kick Cancer 1k/5k		
1K Kids Run	\$ 10.00	\$ 10.00
5K Timed Run/Walk	\$ 35.00	\$ 35.00
5K Non-Timed Run/Walk	\$ 25.00	\$ 25.00
 Movin on Main		
Vendor Fee	\$ 100.00	\$ 100.00
Non-Profit Vendor Fee	\$ 50.00	\$ 50.00
 Jubilee		
Food Vendor	\$ 300.00	\$ 300.00
Carnival	\$ 6,000.00	\$ 6,000.00
Craft Vendor	\$ 50.00	\$ 50.00
Business Vendor	\$ -	\$ -
Business Parade Entry	\$ 50.00	\$ 50.00
T-Shirt Decorating Contest	\$ 7.00	\$ 7.00
 Kickball		
Per Team	\$ 300.00	\$ -
Individual	\$ 20.00	\$ 25.00
Late Fee Per Team	\$ 75.00	\$ -
Late Fee Per Individual	\$ 5.00	\$ 10.00
 Cornhole League		
Individual	\$ 40.00	\$ 25.00
Late Fee Per Individual	\$ 10.00	\$ 10.00
 Holidazzle		
Food Vendor	\$ 50.00	\$ 50.00
Craft Vendor	\$ 50.00	\$ 50.00
Business Parade Entry	\$ 15.00	\$ 15.00
Breakfast with Santa	\$ 10.00	\$ 10.00
 Indoor Volleyball		
Individual	-	\$ 25.00
Late Fee per Individual	-	\$ 10.00
 New Years Eve Masquerade		
Food Vendor		\$ 50.00

**City of Schertz
Schedule of Fees**

Parks and Recreation	2020-21	2021-22
Small Pavilion (Resident)		
Weekday Full Day (Mon-Thur)	\$ 42.50	\$ 42.50
Weekend Half Day (Fri-Sun)	\$ 55.00	\$ 55.00
Weekend Full Day (Fri-Sun)	\$ 85.00	\$ 85.00
Small Pavilion (Non-Resident)		
Weekday Full Day (Mon-Thur)	\$ 67.50	\$ 67.50
Weekend Half Day (Fri-Sun)	\$ 90.00	\$ 90.00
Weekend Full Day (Fri-Sun)	\$ 135.00	\$ 135.00
Large Pavilion (Resident)		
Weekday without facilities (Mon-Thur)	\$ 50.00	\$ 50.00
Weekday with facilities (Mon-Thur)	\$ 100.00	\$ 100.00
Weekend without facilities (Fri-Sun)	\$ 100.00	\$ 100.00
Weekend with facilities (Fri-Sun)	\$ 200.00	\$ 200.00
Large Pavilion (Non-Resident)		
Weekday without facilities (Mon-Thur)	\$ 75.00	\$ 75.00
Weekday with facilities (Mon-Thur)	\$ 150.00	\$ 150.00
Weekend without facilities (Fri-Sun)	\$ 150.00	\$ 150.00
Weekend with facilities (Fri-Sun)	\$ 300.00	\$ 300.00
Spike ball		
Spike ball nets with balls	\$ -	\$ 15.00
Basketball		
Set of Half Dozen Basketballs	\$ -	\$ 15.00
Pickleball		
Pickleball Net (Paddles and Balls are Included)	\$ -	\$ 40.00
Pools		

**City of Schertz
Schedule of Fees**

Parks and Recreation	2020-21	2021-22
Daily Rates		
Per swimmer per entry	\$ 2.00	\$ 2.00
Daily pass	\$ 3.00	\$ 3.00
Admission is free for children under the age of 2 years.		
Season Rates-Maximum per season pass is six (6) members		
Schertz Residents		
Individual rate	\$ 40.00	\$ 40.00
2 member rate	\$ 50.00	\$ 50.00
3 member rate	\$ 60.00	\$ 60.00
4 member rate	\$ 70.00	\$ 70.00
5 member rate	\$ 80.00	\$ 80.00
6 member rate	\$ 90.00	\$ 90.00
Non-Schertz Residents		
Individual rate	\$ 70.00	\$ 70.00
2 member rate	\$ 80.00	\$ 80.00
3 member rate	\$ 90.00	\$ 90.00
4 member rate	\$ 100.00	\$ 100.00
5 member rate	\$ 110.00	\$ 110.00
6 member rate	\$ 120.00	\$ 120.00
Regular Preschool/Child Care Center		
Teacher/Child Care Attendant and 5 students per pass.		
In City	\$ 80.00	\$ 80.00
Out of City	\$ 120.00	\$ 120.00

****THESE RATES NOW SET BY CONTRACTOR****

**City of Schertz
Schedule of Fees**

Parks and Recreation	2020-21	2021-22
Swimming lessons rate		
Schertz Residents - per child	**	**
Non- Residents - per child	**	**
<u>Pool Reservations</u>		
Schertz Residents		
1 to 50 People	**	**
51 to 100 People	**	**
101 to 150 People	**	**
151 to 200 People	**	**
201 to 250 People	**	**
251 to 293 People	**	**
Non-Residents		
1 to 50 People	**	**
51 to 100 People	**	**
101 to 150 People	**	**
151 to 200 People	**	**
201 to 250 People	**	**
251 to 293 People	**	**
<u>Northcliffe Pool</u>		
Schertz Residents		
1 to 50 People (2 hours maximum)	**	**
50 to 100 People (2 hours maximum)	**	**
Non-Residents		
1 to 50 People (2 hours maximum)	**	**
50 to 100 People (2 hours maximum)	**	**

****THESE RATES NOW SET BY CONTRACTOR****

**City of Schertz
Schedule of Fees**

Animal Services	2020-21	2021-22
Animal Adoption		
Dog	\$ 60.00	\$ 60.00
Cat	\$ 35.00	\$ 35.00
Adoption pricing may be discounted for adoption events or during special promotions		
Permits - A permit shall be issue after payment of application fee:		
Kennel authorized to house 10 or less dogs or cats	\$ 75.00	\$ 75.00
Kennel authorized to house more than 10 but less than 50	\$ 150.00	\$ 150.00
Kennel authorized to house 50 or more	\$ 200.00	\$ 200.00
Pet Shop	\$ 100.00	\$ 100.00
Grooming Shop	\$ 30.00	\$ 30.00
Commercial Riding Stable 10 or less	\$ 75.00	\$ 75.00
Commercial Riding Stable 11-50	\$ 150.00	\$ 150.00
Commercial Riding Stable 51 or more	\$ 200.00	\$ 200.00
Annual Crescent Bend Riding Permit, per horse	\$ 100.00	\$ 100.00
Auction	\$ 100.00	\$ 100.00
Zoological Park	\$ 200.00	\$ 200.00
Animal Exhibition/Circus/Petting Zoo	\$ 100.00	\$ 100.00
Guard Dog Training Center	\$ 200.00	\$ 200.00
Obedience Training Center	\$ 50.00	\$ 50.00
Commercial Establishment Using a Guard Dog	\$ 75.00	\$ 75.00
Commercial Annual Sellers Permit	\$ 150.00	\$ 150.00
Dangerous Dog Permit	\$ 200.00	\$ 200.00
Temporary Permit* - not to exceed 7 days	\$ 15.00	\$ 15.00
*Good for Crescent Bend Riding (per horse), Animal Exhibition/Circus/Petting Zoo, and Auction Permits		
Temporary Animal Sales Permit (Pet Expos), not to exceed 3 days	\$ 30.00	\$ 30.00
Impoundment Fee: An impoundment fee must be paid for each captured animal		
Dog/Cat Impoundment		
Within a 1 year period		
1st Offense		
Neutered	\$ 30.00	\$ 30.00
Un-neutered	\$ 45.00	\$ 45.00
2nd Offense		
Neutered	\$ 50.00	\$ 50.00
Un-neutered	\$ 70.00	\$ 70.00
3rd Offense		
Neutered	\$ 100.00	\$ 100.00
Un-neutered	\$ 120.00	\$ 120.00
4th Offense		
Neutered	\$ 150.00	\$ 150.00
Un-neutered	\$ 170.00	\$ 170.00
Each Additional Offense		
Base- Neutered	\$ 150.00	\$ 150.00
Base- Un-neutered	\$ 170.00	\$ 170.00
Per Additional Offense	\$ 50.00	\$ 50.00
Fowl or other small animal	\$ 30.00	\$ 30.00
Livestock	\$ 75.00	\$ 75.00
Zoological/Circus animal	\$ 200.00	\$ 200.00

**City of Schertz
Schedule of Fees**

Animal Services	2020-21	2021-22
Boarding Fee: A boarding fee must be paid for each animal		
Dog/Cat, per day	\$ 15.00	\$ 15.00
Fowl or other small animal, per day	\$ 10.00	\$ 10.00
Reptile, per day	\$ 30.00	\$ 30.00
Livestock, per day	\$ 50.00	\$ 50.00
Zoological/Circus animal, per day	\$ 200.00	\$ 200.00
Surrender Fee: Charge per animal with proof of Schertz residency		
Fowl/Reptile/Small Animal	\$ 10.00	\$ 10.00
Dog/Cat neutered/spayed /current rabies cert./heartworm negative	\$ 35.00	\$ 35.00
Dog/Cat all other surrenders	\$ 65.00	\$ 65.00
Small Livestock	\$ 50.00	\$ 50.00
Large Livestock	\$ 100.00	\$ 100.00
Zoological or Circus	\$ 200.00	\$ 200.00
Litter Fee (3 or more animals under 2 months old)	\$ 75.00	\$ 75.00
Quarantine Fee:		
Dog/Cat	\$ 50.00	\$ 50.00
Plus Daily Charge per animal for boarding	\$ 15.00	\$ 15.00
Micro Chipping	\$ 15.00	\$ 15.00
Trap Rental Fee:		
Trap Deposit, refundable when trap is returned	\$ 75.00	\$ 75.00
Trap Rental Fee, per day	\$ 5.00	\$ 5.00

**City of Schertz
Schedule of Fees**

Neighborhood Service	2020-21	2021-22
Health and Sanitation Division		
Food Establishment Fees:		
Non-Profit Organizations (regardless of number of employees)	\$ 100.00	\$ 100.00
1-3 Employees	\$ 150.00	\$ 150.00
4-6 Employees	\$ 285.00	\$ 285.00
7-10 Employees	\$ 540.00	\$ 540.00
11-20 Employees	\$ 575.00	\$ 575.00
21+ Employees	\$ 725.00	\$ 725.00
Temporary Food and/or Beverage Establishment	\$ 50.00	\$ 50.00
Mobile Vendors	\$ 100.00	\$ 100.00
Mobile Vendors, registration (existing permit from another government agency)	\$ 25.00	\$ 25.00
Public and HOA Swimming Pool License	\$ 110.00	\$ 110.00
Foster Care	\$ 50.00	\$ 50.00
Re-inspection fees	\$ 75.00	\$ 75.00
* City Code Violation Court Fee	\$ 10.00	\$ 10.00
Nuisance Abatement Administrative Fee	\$ 100.00	\$ 100.00
<p>*Any citation issued by individuals defined in Section 22-40 (Authority to issue notice of violations), shall be able to collect a dismissal fee from an individual who abates such violation upon their court appearance. Judge Stephen Takas suggested that we charge a dismissal fee to remedy some of the expenses incurred from the issuance of such citation.</p>		
Sanitation Inspection Fees - Outside of City		
Hourly Charge, one hour minimum	\$ 50.00	\$ 50.00
Mileage over 15 miles, per mile	\$ 5.00	\$ 5.00
Administrative Fee	15%	15%

**City of Schertz
Schedule of Fees**

Police Department	2020-21	2021-22
Alarm Permit Fees		
Residential - Annually	\$ 10.00	\$ 10.00
Tier 1 Commercial	\$ 25.00	\$ 25.00
Tier 2 Commercial site alarm system required under local, state or national code	\$ 50.00	\$ 50.00
Alarm Service Fees: Other than Burglar Alarms		
4TH False Alarm within 12 Mo. Period	\$ 100.00	\$ 100.00
5TH False Alarm within 12 Mo. Period	\$ 150.00	\$ 150.00
6TH False Alarm within 12 Mo. Period	\$ 200.00	\$ 200.00
7TH False Alarm within 12 Mo. Period	\$ 250.00	\$ 250.00
8TH False Alarm within 12 Mo. Period	\$ 500.00	\$ 500.00
Others After 8TH within 12 Mo. Period	\$ 500.00	\$ 500.00
Burglar Alarm Service Fees:		
4TH False Alarm within 12 Mo. Period	\$ 50.00	\$ 50.00
5TH False Alarm within 12 Mo. Period	\$ 50.00	\$ 50.00
6TH False Alarm within 12 Mo. Period	\$ 75.00	\$ 75.00
7TH False Alarm within 12 Mo. Period	\$ 75.00	\$ 75.00
8TH False Alarm within 12 Mo. Period	\$ 100.00	\$ 100.00
Others After 8TH within 12 Mo. Period	\$ 100.00	\$ 100.00
Miscellaneous Fees		
Accident Reports, each	\$ 6.00	\$ 6.00
Fingerprints, per set	\$ 10.00	\$ 10.00
Solicitor/Peddler Permit	\$ 50.00	\$ 50.00
Background Check Fee	\$ 10.00	\$ 10.00
BODY CAM VIDEO (\$1.00 per minute +\$10.00)	\$ 10.00	\$ 10.00

**City of Schertz
Schedule of Fees**

Fire Department and Haz-Mat Fees	2020-21	2021-22
Permit Fee Schedule		
Certificate of Occupancy - Inspections	\$ 50.00	\$ 50.00
License Inspections	\$ 50.00	\$ 50.00
Base Fire Suppression System Installation	\$ 100.00	\$ 100.00
Additional installation charge, per sprinkler head	\$ 1.00	\$ 1.00
Base Fire Alarms Installation	\$ 100.00	\$ 100.00
Additional installation charge, per initiating or notification device	\$ 1.00	\$ 1.00
Re-Inspection	\$ 45.00	\$ 45.00
Smoke Control System Plan (for each review)	\$ 75.00	\$ 75.00
Flammable or combustible liquid tanks, each review	\$ 150.00	\$ 25.00
Flammable or combustible gas tanks, each review	\$ 150.00	\$ 150.00
After hours fee, per hour per inspector (beyond the hours of 8:00 a.m. to 5:00 p.m.)	\$ 75.00	\$ 75.00
Plan Review Fees, construction per hour	\$ 50.00	\$ 75.00
Plan Review Rush, Outsource - Sent out by Fire Marshal	Cost	Cost
SFR After Hours Plan Review Rush (per hour, 2 hour minimum)	\$ 65.00	\$ 75.00
Fireworks display permit	\$ 250.00	\$ 250.00
Operational Permits		
Open or Control Burn - Commercial	\$ 150.00	\$ 150.00
Open or Control Burn - Non-commercial	\$ 25.00	\$ 25.00
Tents	\$ 50.00	\$ 50.00
Cutting and Welding	\$ 50.00	\$ 50.00
Explosives	\$ 50.00	\$ 50.00
Flammable Storage	\$ 50.00	\$ 50.00
Carnivals and Fairs	\$ 50.00	\$ 50.00
Food Booth (per booth, per event)	\$ 25.00	\$ 25.00
Mobile Food Establishments (annual)	\$ 25.00	\$ 25.00
Battery Systems	\$ 50.00	\$ 50.00
Combustible Dust Product Options	\$ 50.00	\$ 50.00
Cryogenic Fluids	\$ 50.00	\$ 50.00
Haz-mat	\$ 50.00	\$ 50.00
Lumberyards	\$ 50.00	\$ 50.00
Spraying and Dipping	\$ 50.00	\$ 50.00
Storage of Tires	\$ 50.00	\$ 50.00
Operation Charges		
<i>Hazardous materials operations service fees.</i>		
The current replacement cost shall be charged for the use of consumable haz-mat supplies and firefighting agents	ACTUAL	ACTUAL
If any protective equipment or firefighting equipment is damaged or contaminated, the current replacement cost shall be charged.	ACTUAL	ACTUAL
Personnel cost will be calculated at the rate for the responding crew members.	ACTUAL	ACTUAL
Fire Watch Fee, cost based on weighted salary of dispatched employee	ACTUAL	ACTUAL

**City of Schertz
Schedule of Fees**

EMS	2020-21	2021-22
Response Services		
Aid Call	\$ 200.00	\$ 200.00
Air Medical Assist Call	\$ 700.00	\$ 700.00
BLS Non- Emergency	\$1,090.00	\$1,090.00
BLS Emergency	\$1,210.00	\$1,210.00
ALS Non Emergency	\$1,230.00	\$1,230.00
ALS Emergency No Specialty Care	\$1,440.00	\$1,440.00
ALS Emergency W \ Specialty Care	\$1,600.00	\$1,600.00
Mileage, per mile	\$ 20.00	\$ 20.00
Other Services		
Ambulance Standby, per hour	\$ 125.00	\$ 125.00
Gator Standby, per hour	\$ 95.00	\$ 95.00
AED Supplies	Actual	Actual
CPR Class and Supplies	Actual	Actual
System Continuing Education	Actual	Actual
Vaccinations	Actual	Actual
EMT Class	\$1,100.00	\$1,100.00
Passport to Care - Single (insured)	\$ 50.00	\$ 50.00
Passport to Care - Family (insured)	\$ 60.00	\$ 60.00
Passport to Care - Single (Not insured)	\$ 65.00	\$ 65.00
Passport to Care - Family (Not insured)	\$ 75.00	\$ 75.00
Per Capita	\$15.48	15.79

**City of Schertz
Schedule of Fees**

Planning and Zoning	2020-21	2021-22
Plat recording service:		
Fees assessed are due prior to recording:		
Plat recording fee is equal to the fee charged by the County Clerks Office		
Annexation Petition by Property Owner - Plus all related fees	\$ 750.00	\$ 750.00
Zone Change		
Zone change for 0 to 2 acres	\$ 650.00	\$ 650.00
Zone change for 2+ to 5 acres	\$ 1,000.00	\$1,000.00
Zone change for 5+ to 20 acres	\$ 2,000.00	\$2,000.00
Zone change for 20+ to 50 acres	\$ 3,500.00	\$3,500.00
Zone change for 50+ to 100 acres	\$ 4,000.00	\$4,000.00
Zone change for 100+ acres	\$ 6,000.00	\$6,000.00
Specific Use Permit (SUP) - plus other applicable items (i.e. Site Plan)		
Specific Use Permit (SUP) for 0 to 2 acres	\$ 650.00	\$ 650.00
Specific Use Permit (SUP) for 2+ to 5 acres	\$ 1,000.00	\$ 1,000.00
Specific Use Permit (SUP) for 5+ to 20 acres	\$ 2,000.00	\$ 2,000.00
Specific Use Permit (SUP) for 20+ to 50 acres	\$ 3,500.00	\$ 3,500.00
Specific Use Permit (SUP) for 50+ to 100 acres	\$ 4,000.00	\$ 4,000.00
Specific Use Permit (SUP) for 100+ acres	\$ 6,000.00	\$ 6,000.00
Building addition of a current/legal SUP	\$ 500.00	\$ 500.00
Master Development Plan		
All phased developments and PDD's	\$ 1,500.00	\$1,500.00
Master Development Plan Amendment (minor revision)	\$ 500.00	\$ 500.00
Preliminary Plat		
0 to 50 acres	\$ 2,000.00	\$ 2,000.00
greater than 50 acres	\$ 3,000.00	\$ 3,000.00
Final Record Plat or Re-plat		
0 to 50 acres	\$ 1,500.00	\$ 1,500.00
greater than 50 acres	\$ 2,000.00	\$ 2,000.00
Revised Final Plat (minor)	\$ 500.00	\$ 500.00
Amended Plat	\$ 1,500.00	\$ 1,500.00
Minor Plat	\$ 1,500.00	\$ 1,500.00
Vacate Plat	\$ 1,500.00	\$ 1,500.00
Plat Time Extension - plus all related fees	\$ 250.00	\$ 250.00
Street and Subdivision Name Changes	\$ 1,500.00	\$ 1,500.00

**City of Schertz
Schedule of Fees**

Planning and Zoning	2020-21	2021-22
Site Plan	\$ 1,500.00	\$ 1,500.00
Amended Site Plan (minor)	\$ 500.00	\$ 500.00
Park Fees - Residential		
Land Dedication: one (1) acre per 100 dwelling unit		
Fee in Lieu of Land Dedication: per dwelling unit	\$ 350.00	\$ 350.00
Park Development Fee: Per Dwelling unit	\$ 650.00	\$ 650.00
Park Fees - Multi-Family		
Land Dedication: one (1) acre per 100 dwelling unit		
Fee in Lieu of Land Dedication; per dwelling unit:	\$ 350.00	\$ 350.00
Park Development Fee: Per Dwelling unit	\$ 650.00	\$ 650.00
Miscellaneous		
Tree Mitigation, inch of DBH - Plus all related fees	\$ 100.00	\$ 100.00
Legal Review (i.e. Improvement Agreements)	Actual	Actual
Zoning Verification Letter - Single tract of land per Tract	\$ 150.00	\$ 150.00
Certificate of Determination - Single Tract of Land per Tract	\$ 150.00	\$ 150.00
Postponement of any Public Hearing by the Applicant	\$ 350.00	\$ 350.00
Appeals and requests for amendments		
Considered by City Council, the Planning & Zoning Commission, the Building and Standards Commission, or the Board of Adjustment as allowed by the Unified Development Code:	\$ 500.00	\$ 500.00
Variance and/or Waivers		
Unified Development Code, ea.	\$ 500.00	\$ 500.00
Building Code, ea.	\$ 500.00	\$ 500.00
Driveway width waiver requests will not be assessed with the waiver fee		
Copies, Plans, and Maps:		
Unified Development Code	\$ 50.00	\$ 50.00
Public Works Specification Manual	\$ 50.00	\$ 50.00
Staff Review - Application completeness review, internal SDR (staff) review & meeting with applicant to review application package. Fee included in all applications.		

**City of Schertz
Schedule of Fees**

Inspections	2020-21	2021-22
Residential Building Permit Fees		
Minimum permit fee	\$ 50.00	\$ 50.00
New Single Family Residential (one & two family dwellings) per square foot	\$ 0.50	\$ 0.50
New Accessory structures per square foot	\$ 0.50	\$ 0.50
Flatwork/Deck	\$ 100.00	\$ 100.00
Patio/Patio Cover	\$ 225.00	\$ 225.00
Roof Replacement	\$ 200.00	\$ 200.00
Window Replacement	\$ 150.00	\$ 150.00
Foundation Repair	\$ 225.00	\$ 225.00
No plan check fee applies to residential flatwork/deck permits		
A building permit is required for swimming pools greater than 24 inches (24") in depth.		
Swimming Pools - In ground	\$ 500.00	\$ 500.00
Swimming Pools - Above Ground (where a permit is required)	\$ 25.00	\$ 25.00
No permit required for prefabricated pools less than 24"		
A residential plan review fee of 50% of the building permit fee is assessed to all permits for the review of construction documents and plans associated with a permit.		
	50%	50%
See trade permit fees associated with residential permits below.		
Commercial Building Permit Fees		
Building Permit Fees		
New Construction - Commercial (see Cost table below)	Cost	Cost
Plan review fees for projects with a cost of \$5,000 or greater, are assessed review fees based on a percentage (%) of Permit Fee		
	50%	50%
Permit Fees:		
Cost of Construction (Cost)		
\$0.00 to \$1,000.00	\$ 50.00	\$ 50.00
\$1,001.00 to \$15,000.00, for each additional \$1,000 and fraction thereof	\$ 8.00	\$ 8.00
\$15,001.00 to \$50,000.00, for each additional \$1,000 and fraction thereof	\$ 7.00	\$ 7.00
\$50,001 and up, for each additional \$1,000 and fraction thereof	\$ 6.00	\$ 6.00
Following Use The Cost of Construction (Cost) Table above:		
Non - residential Flatwork/Deck	Cost	Cost
Non - residential Accessory Buildings	Cost	Cost
Non - residential Patio/Patio Cover	Cost	Cost
Non - residential Roof Replacement	Cost	Cost
Non - residential Window Replacement	Cost	Cost
Non - residential Swimming Pools in Ground	Cost	Cost
Non - residential Foundation Repair	Cost	Cost
Sign	Cost	Cost

**City of Schertz
Schedule of Fees**

Inspections	2020-21	2021-22
All other permit fees (Residential & Commercial):		
Fence (New and Replacement)	\$ 50.00	\$ 50.00
Siding/Fascia	\$ 75.00	\$ 75.00
Temporary Building or Structure	\$ 50.00	\$ 50.00
Moving Permit Fee	\$ 100.00	\$ 100.00
Demolition Permit Fee	\$ 60.00	\$ 60.00
Mobile Home Permit Fee (plus sub-trades as necessary)	\$ 25.00	\$ 25.00
Certificate of Occupancy	\$ 50.00	\$ 50.00
Pre Certificate of Occupancy Inspection	\$ 200.00	\$ 200.00
Failure to Obtain Certificate of Occupancy	\$ 200.00	\$ 200.00
Compliance Inspection, each trade	\$ 50.00	\$ 50.00
Temporary Sign	\$ 30.00	\$ 30.00
Development Sign	\$ 100.00	\$ 100.00
Banner	\$ 25.00	\$ 25.00
Street Span Banner	\$ 25.00	\$ 25.00
Home Occupation Permit (annually)	\$ 35.00	\$ 35.00
Construction beginning without permit, pay additional:	\$ 200.00	\$ 200.00
Failure to Request Inspection, per trade	\$ 100.00	\$ 100.00
Failure to Obtain Contractors License/Provide Insurance	\$ 100.00	\$ 100.00
Electrical Permit Fees		
Electrical Repair/Replacement	\$ 60.00	\$ 60.00
New Construction per building/unit	\$ 100.00	\$ 100.00
Solar	\$100.00	\$100.00
Mechanical Permit Fees		
Mechanical Repair/Replacement	\$ 60.00	\$ 60.00
New Construction per building/unit	\$ 100.00	\$ 100.00
Plumbing Permit Fees		
Plumbing Repair/Replacement	\$ 60.00	\$ 60.00
New Construction per building/unit	\$ 100.00	\$ 100.00
Irrigation Permit Fees		
Permit Fee	\$ 60.00	\$ 60.00
plus per sprinkler head	\$ 1.00	\$ 1.00
plus per backflow or RPZ	\$ 3.00	\$ 3.00
subsequent to the installation of the piping or equipment served, each		

**City of Schertz
Schedule of Fees**

Inspections	2020-21	2021-22
Re-Inspection Fees		
Each re-inspection, per trade	\$ 75.00	\$ 75.00
Re-inspections after first, per trade	\$ 100.00	\$ 100.00
No permit fees will be charged for sites located on Main St. (All departments)		
No permit fees will be charged to the Schertz Housing Authority (All departments)		
Licenses/Registrations:		
General Contractor (Initial)		
General Contractor (Initial and Renewal)	\$ 100.00	\$ 100.00
Master Electrician (Initial) State of Texas Issued	\$ 100.00	\$ 100.00
Journeyman Electrician (Annually) State of Texas Issued	N/C	N/C
Apprentice/Wireman Electrician (Annually) State of Texas Issued	N/C	N/C
Mechanical Contractor (Annually) State of Texas Issued	N/C	N/C
Plumbing Contractor (Annually)* State of Texas Issued	N/C	N/C
Irrigation (Annually) State of Texas Issued	N/C	N/C
Backflow Tester - State of Texas Issued	N/C	N/C
Sign Contractor (Initial)	N/C	N/C
Sign Contractor (Renewal)	\$ 50.00	\$ 50.00
Electrical Sign Contractor (Initial) State of Texas Issued	\$ 40.00	\$ 40.00
Electric Sign Journeyman Electrician (Annually) State of Texas Issued	N/C	N/C
Electric Sign Apprentice/Wireman Electrician (Annually) State of Texas Issued	N/C	N/C
Utility Contractor (Annually)	N/C	N/C
Mobile Home Park (Annually)	\$ 50.00	\$ 50.00
	\$ 40.00	\$ 40.00

*N/C - No Charge for license per state law

Miscellaneous Fees

Inspections Division shall establish a fee consistent with the level of work and necessary inspections established by the schedule and the applicant shall be advised accordingly.

**City of Schertz
Schedule of Fees**

Engineering	2020-21	2021-22
Grading and Clearing Permit - Acreage		
For non-agricultural purposes		
Below 5 acres	\$ 100.00	\$ 100.00
5 to 20 acres	\$ 250.00	\$ 250.00
Per acre over 20, plus base charge for 20 acres	\$ 3.00	\$ 3.00
Over 100 acres	\$ 490.00	\$ 490.00
Development Permit		
% of total valuation of public infrastructure improvements	1%	1%
Reinspection Fee	\$ 50.00	\$ 50.00

Grading and Clearing Permit Fees are waived for applicants representing Home Owner's Associations proposing maintenance activities in drainage easements.

**City of Schertz
Schedule of Fees**

Drainage Fees	2020-21	2021-22
Charge Per Residence	\$ 5.20	\$ 5.20
Commercial, per LUE	\$ 5.20	\$ 5.20
Floodplain Permit, Residential	\$ 50.00	\$ 50.00
Floodplain Permit, Commercial	\$ 150.00	\$ 150.00

**City of Schertz
Schedule of Fees**

Public Works - Streets	2020-21	2021-22
Chipping charges, per half hour	\$ 40.00	\$ 40.00
Garbage Collection Fees	2020-21	2021-22
Residential:		
Zone I: Once a week pick up		
One 96 gallon cart provided by franchisee, per month	\$ 12.41	\$ 12.41
Residents request 2 carts total:	\$ 18.59	\$ 18.59
Resident requests 3 carts total:	\$ 24.80	\$ 24.80
Resident requests 4 carts total:	\$ 30.99	\$ 30.99
Recycling Fee, per month/container	\$ 2.05	\$ 2.05
Zone 2: Single Family, twice per week pick up, per month, no cart provided	\$ 12.41	\$ 12.41
Recycling Fee, per month/container	\$ 2.05	\$ 2.05
Front Porch Pick Up	\$ 18.11	\$ 18.11
Recycling Fee, per month/container	\$ 2.05	\$ 2.05
Special Pickup:		
Move Ins, Special Tree Trimmings, oversize materials, & similar circumstances; minimum	\$ 17.29	\$ 17.29
Class II: Mobile Home Parks	\$ 9.90	\$ 9.90
Mobile Home Parks (2 or more mobile homes) (based on number in park on the 15th day of the month), per unit/monthly		
Class III: Apartments	\$ 9.90	\$ 9.90
per unit/monthly		
Class IV: Motels	\$ 4.37	\$ 4.37
per unit/monthly		
2. Commercial		
Class V:	\$ 15.70	\$ 15.70
Offices, barber shops and Professional services, per month		
Class VI:	\$ 27.08	\$ 27.08
Light retail, wholesale, commercial or industrial, 2000 to 4000 square feet and excluding large grocery stores, etc., per month		
Class VII:	\$ 39.34	\$ 39.34
Medium retail, wholesale commercial or industrial (2000 to 4000 square feet and exclude large grocery store, etc.), per month		
2 Cart, 1 pickup per week	\$ 40.61	\$ 40.61

**City of Schertz
Schedule of Fees**

Garbage Collection Fees	2020-21	2021-22
Class VIII:		
Heavy Volume retail wholesale, commercial, or industrial (placement determined by a time and cost study of refuse generation and collection. The categories in this class usually require hand loading from rooms or pens and would not apply when commercial containers are used.)		
A. Two weekly pickups of 1.5 cubic yard containers, excluding large grocery, furniture or department stores, per month	\$ 69.89	\$ 69.89
B. Two weekly pickups of 3 cu. Yard containers, excluding large grocery, furniture or department stores, etc., per month	\$ 139.77	\$ 139.77
C. Three weekly pickups of 3 cu. Yard containers, excluding large grocery, furniture or department stores, etc., per month	\$ 218.41	\$ 218.41
D. Four weekly pickups of 4 cu. Yard containers, including large grocery, furniture or department stores, etc., per month	\$ 262.05	\$ 262.05
E. Five weekly pickups of 4 cu. Yard containers, including large grocery, furniture or department stores, etc., per month	\$ 349.42	\$ 349.42
F. Six weekly pickups of 4 cu. Yard containers, including large grocery, furniture or department stores, etc., per month	\$ 436.84	\$ 436.84
G. Customer requiring more than four (4) cu. Yds each pickup would be charged per cu. Yds. Collected., per yard	\$ 4.84	\$ 4.84

**City of Schertz
Schedule of Fees**

Garbage Collection Fees	2020-21	2021-22
--------------------------------	----------------	----------------

3. Commercial Containers.

CONTRACTOR will provide commercial containers to those customers who desire to use them in lieu of garbage cans. The use of such CONTRACTOR provided containers is required by this contract. Rates for containers and pickup will be based on the following table:

Container Size:

Frequency of Pickup

2017-18 through 2021-22

	1	2	3	4	5	6
2 cu. Yard	\$ 59.45	\$ 101.23	\$ 122.28	\$ 139.79	\$ 157.26	\$ 174.72
3 cu. Yard	\$ 71.65	\$ 129.26	\$ 178.23	\$ 204.38	\$ 230.63	\$ 256.82
4 cu. Yard	\$ 89.06	\$ 153.79	\$ 209.65	\$ 253.32	\$ 297.04	\$ 340.71
6 cu. Yard	\$ 125.84	\$ 209.65	\$ 288.30	\$ 366.95	\$ 445.49	\$ 524.14
8 cu. Yard	\$ 148.53	\$ 270.81	\$ 375.60	\$ 480.46	\$ 586.04	\$ 690.14
10 cu. Yard	\$ 171.19	\$ 314.45	\$ 445.49	\$ 559.12	\$ 672.64	\$ 786.19
Commercial Recycle Hauling Permit					\$2,500.00	\$2,500.00

**City of Schertz
Schedule of Fees**

Garbage Collection Fees	2020-21	2021-22
4. Roll-Off Rates Per Pull Open Top Containers - Dry Material		
20 cu. Yard	\$ 323.20	\$ 323.20
30 cu. Yard	\$ 384.34	\$ 384.34
40 cu. Yard	\$ 445.49	\$ 445.49
Roll-off Rental (no pulls within billing cycle) per container per month	\$ 133.65	\$ 133.65
Collection and Disposal of Municipal Wastes		
5. Wet Material Rates on Compactor containers or open top containers with wet material must be negotiated with customers at the time they are needed. This type of waste must be hauled to a Type I landfill which generally has a higher disposal rate attached to it.		
Roll-off Container Delivery Charge per container	\$ 38.95	\$ 38.95
Roll-off Relocation or Trip Charge per container	\$ 38.95	\$ 38.95
2 cu. Yard compactor, per month (2 services per week)	\$ 230.27	\$ 230.27
Extra pick ups (2 yard compactor), each	\$ 87.31	\$ 87.31
4 cu. Yard compactor, per month (2 services per week)	\$ 474.39	\$ 474.39
30 cu yard Compactor, per pull	\$ 585.30	\$ 585.30
40 cu yard Compactor, per pull	\$ 695.37	\$ 695.37
30 cu yard Open-top (Recycle), per pull	\$ 218.27	\$ 218.27
Front-Load container extra pick-up charges		
2 cu yard	\$ 29.70	\$ 29.70
3 cu yard	\$ 37.12	\$ 37.12
4 cu yard	\$ 44.56	\$ 44.56
6 cu yard	\$ 51.98	\$ 51.98
8 cu yard	\$ 59.41	\$ 59.41
10 cu yard	\$ 66.82	\$ 66.82
OVER WEIGHT CHARGE	\$ 29.79	\$ 29.79

To address non standard requests, the solid waste contractor can negotiate a fee with the customer requesting the service. The City will collect 15% of the negotiated fee per the franchise agreement.

**City of Schertz
Schedule of Fees**

Business Office	2020-21	2021-22
Water Deposit		
In City	\$ 125.00	\$ 125.00
Out of City	\$ 150.00	\$ 150.00
Commercial	\$ 100.00	\$ 100.00
or 2.5 times estimated monthly billing	2.5x	2.5x
Disconnect Fee	\$ 20.00	\$ 20.00
Extension Fee	\$ 5.00	\$ 5.00
2 free extensions		
Transfer Fee	\$ 10.00	\$ 10.00
Garbage Deposit		
Residential	\$ 25.00	\$ 25.00
Commercial	\$ 100.00	\$ 100.00
or 2 1/2 times estimated monthly billing	2.5x	2.5x
Meter Flow Test		
After Hours Disconnect/Reconnect	\$ 50.00	\$ 50.00
City Field Test	\$ 10.00	\$ 10.00
City Meter Bench Flow Test	\$ 25.00	\$ 25.00
Schertz Seguin Water Customers	\$ 4.00	\$ 4.00
Non-Schertz Seguin Customer	\$ 15.00	\$ 15.00
Extended Absence Charge	\$ 10.00	\$ 10.00
Re-Installation Fee, per hour	\$ 50.00	\$ 50.00
Fire Hydrant Fee		
Deposit	\$ 200.00	\$ 200.00
Service Fee	\$ 50.00	\$ 50.00

**City of Schertz
Schedule of Fees**

Public Works	2020-21	2021-22
Permit Fees - If tie into manhole or street cut	\$ 25.00	\$ 25.00
 Fire Line Type Nos. 1 and 2 - (non-metered), in City		
4-inch service line connection or smaller	\$ 175.00	\$ 175.00
6 inch	\$ 235.00	\$ 235.00
8 inch	\$ 290.00	\$ 290.00
10 inch	\$ 340.00	\$ 340.00
12 inch	\$ 405.00	\$ 405.00
 Fire Line - Outside City		
4-inch service line connection or smaller	\$ 225.00	\$ 225.00
6 inch	\$ 305.00	\$ 305.00
8 inch	\$ 375.00	\$ 375.00
10 inch	\$ 440.00	\$ 440.00
12 inch	\$ 525.00	\$ 525.00
 Meter Installation Fees - Inside the City		
Meter Size		
5/8" X 3/4"	\$ 330.00	\$ 330.00
3/4" X 3/4"	\$ 345.00	\$ 345.00
1" X 1"	\$ 450.00	\$ 450.00
1.5" X 1/5"	\$ 880.00	\$ 880.00
2" X 2"	\$ 1,940.00	\$ 1,940.00
*2" turbine	Cost + Labor	Cost + Labor
*3" Comp	Cost + Labor	Cost + Labor
*3" turbine	Cost + Labor	Cost + Labor
*4" Comp	Cost + Labor	Cost + Labor
*4" turbine	Cost + Labor	Cost + Labor

**City of Schertz
Schedule of Fees**

Public Works	2020-21	2021-22
Meter Installation Fees - Outside the City		
Meter Size		
5/8" X 3/4"	\$ 340.00	\$ 340.00
3/4" X 3/4"	\$ 355.00	\$ 355.00
1" X 1"	\$ 460.00	\$ 460.00
1.5" X 1/5"	\$ 890.00	\$ 890.00
2" X 2"	\$ 1,950.00	\$ 1,950.00
*2" turbine	Cost + Labor	Cost + Labor
*3" Comp	Cost + Labor	Cost + Labor
*3" turbine	Cost + Labor	Cost + Labor
*4" Comp	Cost + Labor	Cost + Labor
*4" turbine	Cost + Labor	Cost + Labor
Fire Hydrant Meter for Construction		
Deposit (refundable)	\$ 200.00	\$ 200.00
Service Charge	\$ 50.00	\$ 50.00
Wholesale Water Distribution Rate		
Base Rate, per month		
3 Inch Compound Meter	\$ 315.28	\$ 315.28
3 Inch Turbine Meter	\$ 472.92	\$ 472.92
4 Inch Compound Meter	\$ 492.63	\$ 492.63
4 Inch Turbine Meter	\$ 827.62	\$ 827.62
6 Inch Compound Meter	\$ 985.26	\$ 985.26
6 Inch Turbine Meter	\$ 1,812.88	\$ 1,812.88
8 Inch Compound Meter	\$ 1,576.80	\$ 1,576.80
8 Inch Turbine Meter	\$ 3,153.60	\$ 3,153.60
10 Inch Compound Meter	\$ 2,266.65	\$ 2,266.65
10 Inch Turbine Meter	\$ 4,927.50	\$ 4,927.50
12 Inch Turbine Meter	\$ 6,504.30	\$ 6,504.30
Available by agreement to distributors with a self-maintained water distribution service, Military Bases, and for temporary use until reuse water is made available in a particular area.		
Network Nodes		
Application	\$ 500.00	\$ 500.00
Additional for each node over 5 on the application (up to 30)	\$ 100.00	\$ 100.00
Annual Public Right of Way	\$ 250.00	\$ 250.00
Node Support Pole Application Fee	\$ 1,000.00	\$ 1,000.00
Collaction Fee for Network Nodes on City Service Poles, per pole, per month	\$ 20.00	\$ 20.00
Transport Facilities		
Application	\$ 500.00	\$ 500.00
Additional for each node over 5 on the application (up to 30)	\$ 100.00	\$ 100.00
Rental Fee for Transport Facilities, per device per month	\$ 28.00	\$ 28.00
Annual Public Right of Way Fee	\$ 250.00	\$ 250.00

Permit Fees will be due at the time of the permit submission.
Permit will not be accepted if the permit fee is not attached.
Other fees will be assessed at the time of permit approval

**City of Schertz
Schedule of Fees**

Capital Recovery Impact Fees			2020-21	2021-22
Meter Size	Meter Type	LUEs Water		
5/8"	SIMPLE	1.0	\$ 2,934	\$ 2,934
3/4"	SIMPLE	1.5	\$ 4,401	\$ 4,401
1"	SIMPLE	2.5	\$ 7,335	\$ 7,335
1.5"	SIMPLE	5.0	\$ 14,670	\$ 14,670
2"	SIMPLE	8.0	\$ 23,472	\$ 23,472
2"	COMPOUND	8.0	\$ 23,472	\$ 23,472
2"	TURBINE	10.0	\$ 29,340	\$ 29,340
3"	COMPOUND	16.0	\$ 46,944	\$ 46,944
3"	TURBINE	24.0	\$ 70,416	\$ 70,416
4"	COMPOUND	25.0	\$ 73,350	\$ 73,350
4"	TURBINE	42.0	\$ 123,228	\$ 123,228
6"	COMPOUND	50.0	\$ 146,700	\$ 146,700
6"	TURBINE	92.0	\$ 269,928	\$ 269,928
8"	COMPOUND	80.0	\$ 234,720	\$ 234,720
9"	TURBINE	160.0	\$ 469,440	\$ 469,440
10"	COMPOUND	115.0	\$ 337,410	\$ 337,410
10"	TURBINE	250.0	\$ 733,500	\$ 733,500
12"	TURBINE	330.0	\$ 968,220	\$ 968,220

SEWER COLLECTION IMPACT FEE

*Collection Impact Fee Per Living Unit Equivalent (LUE) \$ 1,668 \$ 1,668

*Sewer based on LUE: LUE = 245 gallons per day
These are only City of Schertz impact fees.

Other Utility Impact Fees

Treatment Impact Fee Per LUE: \$ 1,800.00 \$ 1,800.00

Schertz Seguin Local Government Corporation (SSLGC)

Meter Size	Meter Type			
5/8"	SIMPLE	1.0	\$ 1,607.24	\$ 1,607.24
3/4"	SIMPLE	1.5	\$ 2,410.86	\$ 2,410.86
1"	SIMPLE	2.5	\$ 4,018.10	\$ 4,018.10
1.5"	SIMPLE	5.0	\$ 8,036.20	\$ 8,036.20
2"	SIMPLE	8.0	\$ 12,857.92	\$ 12,857.92
2"	COMPOUND	8.0	\$ 12,857.92	\$ 12,857.92
2"	TURBINE	10.0	\$ 16,072.40	\$ 16,072.40
3"	COMPOUND	16.0	\$ 25,715.84	\$ 25,715.84
3"	TURBINE	24.0	\$ 38,573.76	\$ 38,573.76
4"	COMPOUND	25.0	\$ 40,181.00	\$ 40,181.00
4"	TURBINE	42.0	\$ 67,504.08	\$ 67,504.08
6"	COMPOUND	50.0	\$ 80,362.00	\$ 80,362.00
6"	TURBINE	92.0	\$ 147,866.08	\$ 147,866.08
8"	COMPOUND	80.0	\$ 128,579.20	\$ 128,579.20
9"	TURBINE	160.0	\$ 257,158.40	\$ 257,158.40
10"	COMPOUND	115.0	\$ 184,832.60	\$ 184,832.60
10"	TURBINE	250.0	\$ 401,810.00	\$ 401,810.00
12"	TURBINE	330.0	\$ 530,389.20	\$ 530,389.20

ROADWAY IMPACT FEE

Residential Home through 3/26/2021 \$ 2,696.00 \$ 2,696.00

Residential Home between 3/27/2021 and 3/26/2022 \$ 3,033.00 \$ 3,033.00

Residential Home after 3/26/2022 \$ 3,370.00 \$ 3,370.00

Nonresidential through 3/26/2021, per service unit* \$ 100.00 \$ 100.00

Nonresidential after 3/26/2021, per service unit* \$ 175.00 \$ 175.00

*The number of service units are based on the use of the property. A fee calculator is available on the City Website under the Engineering page

**City of Schertz
Schedule of Fees**

Sewer Rates	2020-21	2021-22
<u>Residential Rates (Single Family)</u>		
Base Rate-per month	\$ 13.54	\$ 14.43
Per 1,000 gal Charge, Per Month		
Per 1,000 gal charge Total- 12,000 gallons or less	\$ 4.46	\$ 4.75
greater than 12,000 gallons	\$ 10.12	\$ 10.79
<u>Business and Multi-family Dwelling Units:</u>		
Base Rate per month	\$ 17.03	\$ 18.15
The base rate shall be assessed in terms of connection equivalents which shall be as follows: the customer's previous 12 month water consumption as determined at the annual re-rating in February divided by 365, with the results of such division then divided by 245 gallons. The figure arrived at by the second division shall be the customer's "connection equivalent". Each business shall be assessed a base rate.		
Per 1,000 gal Charge, Per Month		
Per 1,000 gal charge Total- 12,000 gallons or less	\$ 4.57	\$ 4.87
greater than 12,000 gallons	\$ 10.22	\$ 10.89
<u>YMCA</u>		
Per 1,000 gal Charge, Per Month	\$ 3.20	\$ 3.20

**City of Schertz
Schedule of Fees**

Public Works - Water Rates Residential	2021-22
---	----------------

GALLONS SOLD BY METER SIZE (RESIDENTIAL)

METER	BLOCK GALLONS	INSIDE CITY		OUTSIDE CITY	
		BLOCK RATE	RATE 1000	BLOCK RATE	RATE 1000
5/8 IN CODE 1	0	\$ 24.61	\$ 3.04	\$ 24.61	\$ 3.04
	6,000	\$ 42.85	\$ 3.40	\$ 42.85	\$ 0.40
	12,000	\$ 63.25	\$ 3.98	\$ 63.25	\$ 3.98
	18,000	\$ 87.13	\$ 4.86	\$ 87.13	\$ 4.86
	30,000	\$ 145.45	\$ 6.17	\$ 145.45	\$ 6.17
3/4 IN CODE 2	0	\$ 36.89	\$ 3.04	\$ 36.89	\$ 3.04
	6,000	\$ 55.13	\$ 3.40	\$ 55.13	\$ 3.40
	12,000	\$ 75.53	\$ 3.98	\$ 75.53	\$ 3.98
	18,000	\$ 99.41	\$ 4.86	\$ 99.41	\$ 4.86
	30,000	\$ 157.73	\$ 6.17	\$ 157.73	\$ 6.17
1.0 IN CODE 3	0	\$ 61.49	\$ 3.04	\$ 61.49	\$ 3.04
	6,000	\$ 79.73	\$ 3.40	\$ 79.73	\$ 3.40
	12,000	\$ 100.13	\$ 3.98	\$ 100.13	\$ 3.98
	18,000	\$ 124.01	\$ 4.86	\$ 124.01	\$ 4.86
	30,000	\$ 182.33	\$ 6.17	\$ 182.33	\$ 6.17
1 1/2 IN CODE 4	0	\$ 122.99	\$ 3.04	\$ 122.99	\$ 3.04
	6,000	\$ 141.23	\$ 3.40	\$ 141.23	\$ 3.40
	12,000	\$ 161.63	\$ 3.98	\$ 161.63	\$ 3.98
	18,000	\$ 185.51	\$ 4.86	\$ 185.51	\$ 4.86
	30,000	\$ 243.83	\$ 6.17	\$ 243.83	\$ 6.17
2 IN SIMPLE COMPOUND CODE 5	0	\$ 196.78	\$ 3.04	\$ 196.78	\$ 3.04
	6,000	\$ 215.02	\$ 3.40	\$ 215.02	\$ 3.40
	12,000	\$ 235.42	\$ 3.98	\$ 235.42	\$ 3.98
	18,000	\$ 259.30	\$ 4.86	\$ 259.30	\$ 4.86
	30,000	\$ 317.62	\$ 6.17	\$ 317.62	\$ 6.17
2IN TURBINE CODE 6	0	\$ 245.96	\$ 3.04	\$ 245.96	\$ 3.04
	6,000	\$ 264.20	\$ 3.40	\$ 264.20	\$ 3.40
	12,000	\$ 284.60	\$ 3.98	\$ 284.60	\$ 3.98
	18,000	\$ 308.48	\$ 4.86	\$ 308.48	\$ 4.86
	30,000	\$ 366.80	\$ 6.17	\$ 366.80	\$ 6.17

**City of Schertz
Schedule of Fees**

Public Works - Water Rates Residential	2021-22
---	----------------

GALLONS SOLD BY METER SIZE (RESIDENTIAL)

METER	BLOCK GALLONS	INSIDE CITY		OUTSIDE CITY	
		BLOCK RATE	RATE 1000	BLOCK RATE	RATE 1000
3 IN COMPOUND CODE 7	0	\$ 393.55	\$ 3.04	\$ 393.55	\$ 3.04
	6,000	\$ 411.79	\$ 3.40	\$ 411.79	\$ 3.40
	12,000	\$ 432.19	\$ 3.98	\$ 432.19	\$ 3.98
	18,000	\$ 456.07	\$ 4.86	\$ 456.07	\$ 4.86
	30,000	\$ 514.39	\$ 6.17	\$ 514.39	\$ 6.17
3 IN TURBINE CODE 8	0	\$ 590.33	\$ 3.04	\$ 590.33	\$ 3.04
	6,000	\$ 608.57	\$ 3.40	\$ 608.57	\$ 3.40
	12,000	\$ 628.97	\$ 3.98	\$ 628.97	\$ 3.98
	18,000	\$ 652.85	\$ 4.86	\$ 652.85	\$ 4.86
	30,000	\$ 711.17	\$ 6.17	\$ 711.17	\$ 6.17
4 IN COMPOUND CODE 9	0	\$ 614.93	\$ 3.04	\$ 614.93	\$ 3.04
	6,000	\$ 633.17	\$ 3.40	\$ 633.17	\$ 3.40
	12,000	\$ 653.57	\$ 3.98	\$ 653.57	\$ 3.98
	18,000	\$ 677.45	\$ 4.86	\$ 677.45	\$ 4.86
	30,000	\$ 735.77	\$ 6.17	\$ 735.77	\$ 6.17
4 IN TURBINE CODE 10	0	\$ 1,033.08	\$ 3.04	\$ 1,033.08	\$ 3.04
	6,000	\$ 1,051.32	\$ 3.40	\$ 1,051.32	\$ 3.40
	12,000	\$ 1,071.72	\$ 3.98	\$ 1,071.72	\$ 3.98
	18,000	\$ 1,095.60	\$ 4.86	\$ 1,095.60	\$ 4.86
	30,000	\$ 1,153.92	\$ 6.17	\$ 1,153.92	\$ 6.17
6 IN COMPOUND CODE 11	0	\$ 1,229.86	\$ 3.04	\$ 1,229.86	\$ 3.04
	6,000	\$ 1,248.10	\$ 3.40	\$ 1,248.10	\$ 3.40
	12,000	\$ 1,268.50	\$ 3.98	\$ 1,268.50	\$ 3.98
	18,000	\$ 1,292.38	\$ 4.86	\$ 1,292.38	\$ 4.86
	30,000	\$ 1,350.70	\$ 6.17	\$ 1,350.70	\$ 6.17
6 IN TURBINE CODE 12	0	\$ 2,262.93	\$ 3.04	\$ 2,262.93	\$ 3.04
	6,000	\$ 2,281.17	\$ 3.40	\$ 2,281.17	\$ 3.40
	12,000	\$ 2,301.57	\$ 3.98	\$ 2,301.57	\$ 3.98
	18,000	\$ 2,325.45	\$ 4.86	\$ 2,325.45	\$ 4.86
	30,000	\$ 2,383.77	\$ 6.17	\$ 2,383.77	\$ 6.17
8 IN COMPOUND CODE 13	0	\$ 1,987.74	\$ 3.04	\$ 1,987.74	\$ 3.04
	6,000	\$ 2,005.98	\$ 3.40	\$ 2,005.98	\$ 3.40
	12,000	\$ 2,026.38	\$ 3.98	\$ 2,026.38	\$ 3.98
	18,000	\$ 2,050.26	\$ 4.86	\$ 2,050.26	\$ 4.86
	30,000	\$ 2,108.58	\$ 6.17	\$ 2,108.58	\$ 6.17

**City of Schertz
Schedule of Fees**

Public Works - Water Rates Residential	2021-22
GALLONS SOLD BY METER SIZE (RESIDENTIAL)	

METER	BLOCK GALLONS	INSIDE CITY		OUTSIDE CITY	
		BLOCK RATE	RATE 1000	BLOCK RATE	RATE 1000
8 IN TURBINE CODE 14	0	\$ 3,975.48	\$ 3.04	\$ 3,975.48	\$ 3.04
	6,000	\$ 3,993.72	\$ 3.40	\$ 3,993.72	\$ 3.40
	12,000	\$ 4,014.12	\$ 3.98	\$ 4,014.12	\$ 3.98
	18,000	\$ 4,038.00	\$ 4.86	\$ 4,038.00	\$ 4.86
	30,000	\$ 4,096.32	\$ 6.17	\$ 4,096.32	\$ 6.17
10 IN COMPOUND CODE 15	0	\$ 2,857.37	\$ 3.04	\$ 2,857.37	\$ 3.04
	6,000	\$ 2,875.61	\$ 3.40	\$ 2,875.61	\$ 3.40
	12,000	\$ 2,896.01	\$ 3.98	\$ 2,896.01	\$ 3.98
	18,000	\$ 2,919.89	\$ 4.86	\$ 2,919.89	\$ 4.86
	30,000	\$ 2,978.21	\$ 6.17	\$ 2,978.21	\$ 6.17
10 IN TURBINE CODE 16	0	\$ 6,211.67	\$ 3.04	\$ 6,211.67	\$ 3.04
	6,000	\$ 6,229.91	\$ 3.40	\$ 6,229.91	\$ 3.40
	12,000	\$ 6,250.31	\$ 3.98	\$ 6,250.31	\$ 3.98
	18,000	\$ 6,274.19	\$ 4.86	\$ 6,274.19	\$ 4.86
	30,000	\$ 6,332.51	\$ 6.17	\$ 6,332.51	\$ 6.17
12 IN TURBINE CODE 17	0	\$ 8,199.42	\$ 3.04	\$ 8,199.42	\$ 3.04
	6,000	\$ 8,217.66	\$ 3.40	\$ 8,217.66	\$ 3.40
	12,000	\$ 8,238.06	\$ 3.98	\$ 8,238.06	\$ 3.98
	18,000	\$ 8,261.94	\$ 4.86	\$ 8,261.94	\$ 4.86
	30,000	\$ 8,320.26	\$ 6.17	\$ 8,320.26	\$ 6.17

**City of Schertz
Schedule of Fees**

Public Works - Water Rates Commercial	2021-22
---------------------------------------	---------

GALLONS SOLD BY METER SIZE (COMMERCIAL)

METER	BLOCK GALLONS	INSIDE CITY			OUTSIDE CITY		
		BLOCK RATE	RATE 1000		BLOCK RATE	RATE 1000	
5/8 IN CODE 1	0	\$ 24.61	\$ 3.04		\$ 24.61	\$ 3.04	
	6,000	\$ 42.85	\$ 3.40		\$ 42.85	\$ 0.40	
	12,000	\$ 63.25	\$ 3.98		\$ 63.25	\$ 3.98	
	18,000	\$ 87.13	\$ 4.86		\$ 87.13	\$ 4.86	
	30,000	\$ 145.45	\$ 6.17		\$ 145.45	\$ 6.17	
3/4 IN CODE 2	0	\$ 36.89	\$ 3.04		\$ 36.89	\$ 3.04	
	6,000	\$ 55.13	\$ 3.40		\$ 55.13	\$ 3.40	
	12,000	\$ 75.53	\$ 3.98		\$ 75.53	\$ 3.98	
	18,000	\$ 99.41	\$ 4.86		\$ 99.41	\$ 4.86	
	30,000	\$ 157.73	\$ 6.17		\$ 157.73	\$ 6.17	
1.0 IN CODE 3	0	\$ 61.49	\$ 3.04		\$ 61.49	\$ 3.04	
	6,000	\$ 79.73	\$ 3.40		\$ 79.73	\$ 3.40	
	12,000	\$ 100.13	\$ 3.98		\$ 100.13	\$ 3.98	
	18,000	\$ 124.01	\$ 4.86		\$ 124.01	\$ 4.86	
	30,000	\$ 182.33	\$ 6.17		\$ 182.33	\$ 6.17	
1 1/2 IN CODE 4	0	\$ 122.99	\$ 3.04		\$ 122.99	\$ 3.04	
	6,000	\$ 141.23	\$ 3.40		\$ 141.23	\$ 3.40	
	12,000	\$ 161.63	\$ 3.98		\$ 161.63	\$ 3.98	
	18,000	\$ 185.51	\$ 4.86		\$ 185.51	\$ 4.86	
	30,000	\$ 243.83	\$ 6.17		\$ 243.83	\$ 6.17	
2 IN SIMPLE COMPOUND CODE 5	0	\$ 196.78	\$ 3.04		\$ 196.78	\$ 3.04	
	18,000	\$ 251.50	\$ 3.40		\$ 215.02	\$ 3.40	
	36,000	\$ 312.70	\$ 3.98		\$ 235.42	\$ 3.98	
	54,000	\$ 384.34	\$ 4.86		\$ 259.30	\$ 4.86	
	90,000	\$ 559.30	\$ 6.17		\$ 317.62	\$ 6.17	
2IN TURBINE CODE 6	0	\$ 245.96	\$ 3.04		\$ 245.96	\$ 3.04	
	18,000	\$ 300.68	\$ 3.40		\$ 264.20	\$ 3.40	
	36,000	\$ 361.88	\$ 3.98		\$ 284.60	\$ 3.98	
	54,000	\$ 433.52	\$ 4.86		\$ 308.48	\$ 4.86	
	90,000	\$ 608.48	\$ 6.17		\$ 366.80	\$ 6.17	
3 IN COMPOUND CODE 7	0	\$ 393.55	\$ 3.04		\$ 393.55	\$ 3.04	
	18,000	\$ 448.27	\$ 3.40		\$ 411.79	\$ 3.40	
	36,000	\$ 509.47	\$ 3.98		\$ 432.19	\$ 3.98	
	54,000	\$ 581.11	\$ 4.86		\$ 456.07	\$ 4.86	
	90,000	\$ 756.07	\$ 6.17		\$ 514.39	\$ 6.17	

**City of Schertz
Schedule of Fees**

Public Works - Water Rates Commercial	2021-22
---------------------------------------	---------

GALLONS SOLD BY METER SIZE (COMMERCIAL)

METER	BLOCK GALLONS	INSIDE CITY		OUTSIDE CITY	
		BLOCK RATE	RATE 1000	BLOCK RATE	RATE 1000
3 IN TURBINE CODE 8	0	\$ 590.33	\$ 3.04	\$ 590.33	\$ 3.04
	18,000	\$ 645.05	\$ 3.40	\$ 608.57	\$ 3.40
	36,000	\$ 706.25	\$ 3.98	\$ 628.97	\$ 3.98
	54,000	\$ 777.89	\$ 4.86	\$ 652.85	\$ 4.86
	90,000	\$ 952.85	\$ 6.17	\$ 711.17	\$ 6.17
4 IN COMPOUND CODE 9	0	\$ 614.93	\$ 3.04	\$ 614.93	\$ 3.04
	18,000	\$ 669.65	\$ 3.40	\$ 633.17	\$ 3.40
	36,000	\$ 730.85	\$ 3.98	\$ 653.57	\$ 3.98
	54,000	\$ 802.49	\$ 4.86	\$ 677.45	\$ 4.86
	90,000	\$ 977.45	\$ 6.17	\$ 735.77	\$ 6.17
4 IN TURBINE CODE 10	0	\$ 1,033.08	\$ 3.04	\$ 1,033.08	\$ 3.04
	18,000	\$ 1,087.80	\$ 3.40	\$ 1,051.32	\$ 3.40
	36,000	\$ 1,149.00	\$ 3.98	\$ 1,071.72	\$ 3.98
	54,000	\$ 1,220.64	\$ 4.86	\$ 1,095.60	\$ 4.86
	90,000	\$ 1,395.60	\$ 6.17	\$ 1,153.92	\$ 6.17
6 IN COMPOUND CODE 11	0	\$ 1,229.86	\$ 3.04	\$ 1,229.86	\$ 3.04
	18,000	\$ 1,284.58	\$ 3.40	\$ 1,248.10	\$ 3.40
	36,000	\$ 1,345.78	\$ 3.98	\$ 1,268.50	\$ 3.98
	54,000	\$ 1,417.42	\$ 4.86	\$ 1,292.38	\$ 4.86
	90,000	\$ 1,592.38	\$ 6.17	\$ 1,350.70	\$ 6.17
6 IN TURBINE CODE 12	0	\$ 2,262.93	\$ 3.04	\$ 2,262.93	\$ 3.04
	18,000	\$ 2,317.65	\$ 3.40	\$ 2,281.17	\$ 3.40
	36,000	\$ 2,378.85	\$ 3.98	\$ 2,301.57	\$ 3.98
	54,000	\$ 2,450.49	\$ 4.86	\$ 2,325.45	\$ 4.86
	90,000	\$ 2,625.45	\$ 6.17	\$ 2,383.77	\$ 6.17
8 IN COMPOUND CODE 13	0	\$ 1,987.74	\$ 3.04	\$ 1,987.74	\$ 3.04
	18,000	\$ 2,042.46	\$ 3.40	\$ 2,005.98	\$ 3.40
	36,000	\$ 2,103.66	\$ 3.98	\$ 2,026.38	\$ 3.98
	54,000	\$ 2,175.30	\$ 4.86	\$ 2,050.26	\$ 4.86
	90,000	\$ 2,350.26	\$ 6.17	\$ 2,108.58	\$ 6.17

**City of Schertz
Schedule of Fees**

Public Works - Water Rates Commercial	2021-22
--	----------------

GALLONS SOLD BY METER SIZE (COMMERCIAL)

METER	BLOCK GALLONS	INSIDE CITY		OUTSIDE CITY	
		BLOCK RATE	RATE 1000	BLOCK RATE	RATE 1000
8 IN TURBINE CODE 14	0	\$ 3,975.48	\$ 3.04	\$ 3,975.48	\$ 3.04
	18,000	\$ 4,030.20	\$ 3.40	\$ 3,993.72	\$ 3.40
	36,000	\$ 4,091.40	\$ 3.98	\$ 4,014.12	\$ 3.98
	54,000	\$ 4,163.04	\$ 4.86	\$ 4,038.00	\$ 4.86
	90,000	\$ 4,338.00	\$ 6.17	\$ 4,096.32	\$ 6.17
10 IN COMPOUND CODE 15	0	\$ 2,857.37	\$ 3.04	\$ 2,857.37	\$ 3.04
	18,000	\$ 2,912.09	\$ 3.40	\$ 2,875.61	\$ 3.40
	36,000	\$ 2,973.29	\$ 3.98	\$ 2,896.01	\$ 3.98
	54,000	\$ 3,044.93	\$ 4.86	\$ 2,919.89	\$ 4.86
	90,000	\$ 3,219.89	\$ 6.17	\$ 2,978.21	\$ 6.17
10 IN TURBINE CODE 16	0	\$ 6,211.67	\$ 3.04	\$ 6,211.67	\$ 3.04
	18,000	\$ 6,266.39	\$ 3.40	\$ 6,229.91	\$ 3.40
	36,000	\$ 6,327.59	\$ 3.98	\$ 6,250.31	\$ 3.98
	54,000	\$ 6,399.23	\$ 4.86	\$ 6,274.19	\$ 4.86
	90,000	\$ 6,574.19	\$ 6.17	\$ 6,332.51	\$ 6.17
12 IN TURBINE CODE 17	0	\$ 8,199.42	\$ 3.04	\$ 8,199.42	\$ 3.04
	18,000	\$ 8,254.14	\$ 3.40	\$ 8,217.66	\$ 3.40
	36,000	\$ 8,315.34	\$ 3.98	\$ 8,238.06	\$ 3.98
	54,000	\$ 8,386.98	\$ 4.86	\$ 8,261.94	\$ 4.86
	90,000	\$ 8,561.94	\$ 6.17	\$ 8,320.26	\$ 6.17
			RATE 1000		
FH METER	\$	116.88	\$ 8.98		
Cibolo Wholesale Water Rate			\$ 3.27		

**City of Schertz
Schedule of Fees**

Drought Contingency Surcharges	2020-21	2021-22
For the first 1,000 gallons over allocation*	\$ 2.00	\$ 2.00
For the second 1,000 gallons over allocation*	\$ 3.00	\$ 3.00
For the third 1,000 gallons over allocation*	\$ 4.00	\$ 4.00
For each additional 1,000 gallons over allocation*	\$ 5.00	\$ 5.00
 Drought Contingency Violation Fines, up to	 \$ 200.00	 \$ 200.00

*Refer to the Conservation Ordinance for all allocations

RESOLUTION NO. 21-R-110

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS UPDATING THE FEE SCHEDULE FOR FY 2021-22, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the "City") has established by ordinances and resolutions for fees for licenses, permits, and services provided by the City; and

WHEREAS, due to the need for periodic modification of said fees and for the purposes of efficiency, the City Council desires to adopt future fee changes by resolution rather than by ordinance; and

WHEREAS, Texas Alcoholic Beverage Commission (TABC) License/Permit Type: Wine and Malt Beverage Retailer's Permit (**BG**) *previously known as the Wine and Beer Retailer's Permit* and (Malt Beverage) Retail Dealer's Off-Premise License (**BE**) have different fees for Original and Renewal Licenses; and different fees depending on which county the business is located in; and

WHEREAS, the Schedule of Fees attached as Exhibit A reflects revisions to certain fees, a restatement of certain fees not revised, and a consolidation of all such fees; and

WHEREAS, the City Council has determined that it is in the best interest of the City to update the fee schedule.

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

Section 1. The City Council amends the FY 2021-22 Fee Schedule to update the Texas Alcoholic Beverage Commission License/Permit Types as reflected in Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this 28th day of September 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A: Texas Alcoholic Beverage Commission License/Permit Type

1. Wine and Malt Beverage Retailer's Permit (**BG**) *previously known as the Wine and Beer Retailer's Permit*

Every County **EXCEPT** Bexar, Dallas, Harris, and Tarrant counties:

Two-Year Fee in Code: \$350.00	Maximum Local Fee (For 2-year Period) \$175.00
	Schertz Annual Fee.....\$87.50

ORIGINAL in Bexar, Dallas, Harris, and Tarrant Counties:

Two-Year Fee in Code: \$2,000	Maximum Local Fee (For 2-year Period) \$1,000.00
	Schertz Annual Fee.....\$500.00

RENEWAL in Bexar, Dallas, Harris, and Tarrant Counties:

Two-Year Fee in Code: \$1,500	Maximum Local Fee (For 2-year Period) \$750.00
	Schertz Annual Fee.....\$375.00

2. (Malt Beverage) Retail Dealer's Off-Premise License (**BE**)

Every County **EXCEPT** Bexar, Dallas, Harris, and Tarrant counties:

Two-Year Fee in Code: \$300.00	Maximum Local Fee (For 2-year Period) \$150.00
	Schertz Annual Fee.....\$75.00

ORIGINAL in Bexar, Dallas, Harris, and Tarrant Counties:

Two-Year Fee in Code: \$2,000	Maximum Local Fee (For 2-year Period) \$1,000.00
	Schertz Annual Fee..... \$500.00

RENEWAL in Bexar, Dallas, Harris, and Tarrant Counties:

Two-Year Fee in Code: \$1,500	Maximum Local Fee (For 2-year Period) \$750.00
	Schertz Annual Fee.....\$375.00

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021

Department: Parks, Recreation & Community Service

Subject: Resolution 21-R-99 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing expenditures in excess of \$50,000 with T.F. Harper & Associates, a BuyBoard Purchasing Cooperative vendor, and authorizing a purchase totaling \$110,917.19 for the Ashley Park Playscape and Pavilion. (B. James/L. Shrum)

BACKGROUND

Phase 1 Renovations:

In FY18-19 the city-funded \$160,000 in Phase 1 renovations at Ashley Park. Due to the limited amount of funding available and the long list of deferred maintenance projects, the city had to divide up the improvements over the course of 3 years. First up, the failing asphalt basketball court was demolished and a new concrete court with acrylic coating was constructed. The existing playscape feature was past its useful life and was replaced with a new double-pyramid net climbing structure, a new swing set with expression swing, and a gaga ball pit. A cosmetic update was completed at the restroom facility, an accessible water fountain with a dog bowl was added, new trash cans and benches were added, and a new accessible route from the street to the playscape was added.

Phase 2 Renovations:

In FY19-20 the city-funded an additional \$79,000 for Phase 2 of improvements at Ashley Park for the new fully accessible concrete loop trail. The existing asphalt trail was failing and there were some sections where the cross slope did not meet accessibility requirements. There was also no accessible route to the toddler playscape structure nor to any of the picnic tables. The concrete loop trail included an extension to the toddler playground as well as one of the picnic tables. Due to scheduling issues and delays from the COVID-19 pandemic, the work wasn't completed until March of 2021.

Phase 3 Renovations:

In FY20-21, Phase 3 improvements include an additional playscape feature and picnic pavilion at a cost of \$110,917.19 to complete the renovations at Ashley Park. The picnic pavilion will be available for reservations for birthday parties and will meet some of the demand for additional park pavilions in the city. The playscape feature was added in Phase 3 due to the feedback we received from residents after Phase 1 improvements were completed, where it was noted that a slide was an important component of the old structure and residents wanted to see a slide back in the new features. A postcard was sent out to area residents directing them to an online poll to choose the new playscape feature from 4 different options, and Option 3 was the winner - the Beacon's Bay unit with an integrated shade structure.

GOAL

The goal is to construct an additional picnic pavilion that is available for reservation for birthday parties and other gatherings and fill some of the need for additional picnic pavilions in the city. Additionally, city staff is responding to resident feedback by bringing back a slide feature in the playscape.

COMMUNITY BENEFIT

The community will benefit from the additional picnic pavilion as we get more requests for rental availability than we have the capability for. Additionally, the surrounding neighborhoods will benefit from the enhanced park with new features and full accessibility.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 21-R-99.

FISCAL IMPACT

The cost of Phase III improvements to Ashley Park are \$110,917.19 and are funded out of Park & Recreation's regular FY 20-21 budget.

RECOMMENDATION

Approve Resolution 21-R-99.

Attachments

Resolution No. 21-R-99

9-23-2021 Proposal

Picnic Shelter Rendering

Playscape Rendering - Beacon's Bay

RESOLUTION NO. 21-R-99

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES IN EXCESS OF \$50,000 WITH T.F. HARPER & ASSOCIATES, A BUYBOARD PURCHASING COOPERATIVE VENDOR, AND AUTHORIZING A PURCHASE TOTALING \$110,917.19 FOR THE ASHLEY PARK PLAYScape AND PAVILION.

WHEREAS, city staff phased improvements at Ashley Park over the last three years and Phase III includes a picnic pavilion and playscape feature; and

WHEREAS, city staff gathered resident feedback on the playscape feature via resident voting on an online poll; and

WHEREAS, city staff worked with T.F. Harper & Associates, a BuyBoard vendor to provide cost estimates and a formal quote for the playscape structure, picnic pavilion, and installation costs; and

WHEREAS, the city has a policy to seek authorization for purchases in excess of \$50,000 with a single vendor and the BuyBoard quote totals \$110,917.19; and

WHEREAS, the BuyBoard National Purchasing Cooperative is a national online purchasing cooperative formed between the National School Boards Association and several state school boards associations, developed to comply with state laws which require government entities to make purchases through a competitive procurement process; and

WHEREAS, BuyBoard 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.

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

Section 1. The City Council hereby authorizes the expenditures in excess of \$50,000 with T.F. Harper & Associates and authorizes the purchase of \$110,917.19 for the Ashley Park playscape and pavilion (in attached Exhibit A.)

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

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

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

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

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

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

PASSED AND ADOPTED, this 28th day of September, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

BUYBOARD QUOTE FROM T.F. HARPER & ASSOCIATES



BUYBOARD QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of Schertz
Attn: Lauren Shrum & Jared Montney
Address: 10 Commercial Place, Schertz, TX 78154
Install Site: 703 Oak St., Schertz, TX 78154
Phone: (210) 488-4252
Email: jmontney@schertz.com

BUYBOARD CONTRACT#592-19 QUOTE #: 09232021-1111-tfh
DATE: September 23, 2021

Shelter & Playground

QTY	DESCRIPTION OF EQUIPMENT	UNIT COST	TOTAL COST
	SHELTER		
1	Americana Navajo Four Sided 20' x 20' x 9' Eave shelter		\$ 22,532.00
	Installation of Above Structure		\$ 10,364.72
	Excavation Prep for concrete slab		\$ 2,155.00
	Concrete Slab 20' x 20' x 4" thick with 10" x 12" deep exterior beam		\$ 14,922.00
	Buyboard Discount		\$ (1,355.00)
1	Option One: TM-07075-21-2A1 GameTime	\$ 36,956.00	\$ 59,173.47
	Installation of Above Structure	\$ 13,673.72	
	Border Timbers & Mulch Installed	\$ 3,696.00	
	Freight & Surcharge	\$ 7,537.75	
	Buyboard Discount	\$ (2,690.00)	
		Freight	\$ 3,125.00
		Sales Tax	Exempt
			\$ 110,917.19

QUOTE IS VALID FOR 45 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION

PRICING IS BASED ON FULL ACCESS TO INSTALL AREA BY TRUCK / BOBCAT.

* SALES TAX EXEMPTION CERTIFICATE MUST BE RECEIVED TO AVOID SALES TAX CHARGES AT FINAL INVOICE

NOT INCLUDED: Permits, Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal, landscaping).

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

Payment Terms: Balance due upon completion of work and receipt of invoice with progress payment acceptable.

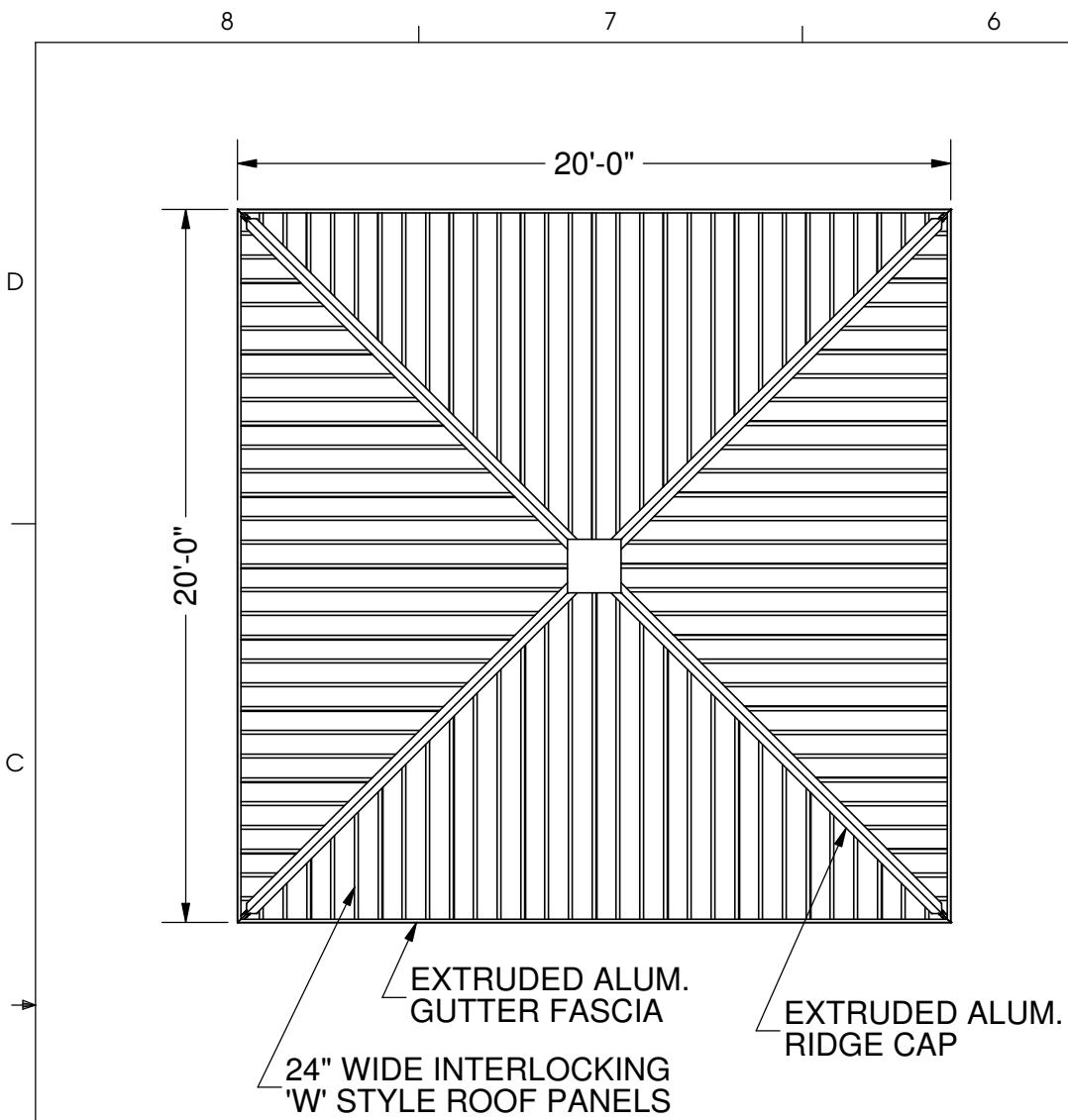
Estimated Delivery & Installation: 16-18 weeks after receipt of signed quote, deposit and color selections.

Accepted by: _____

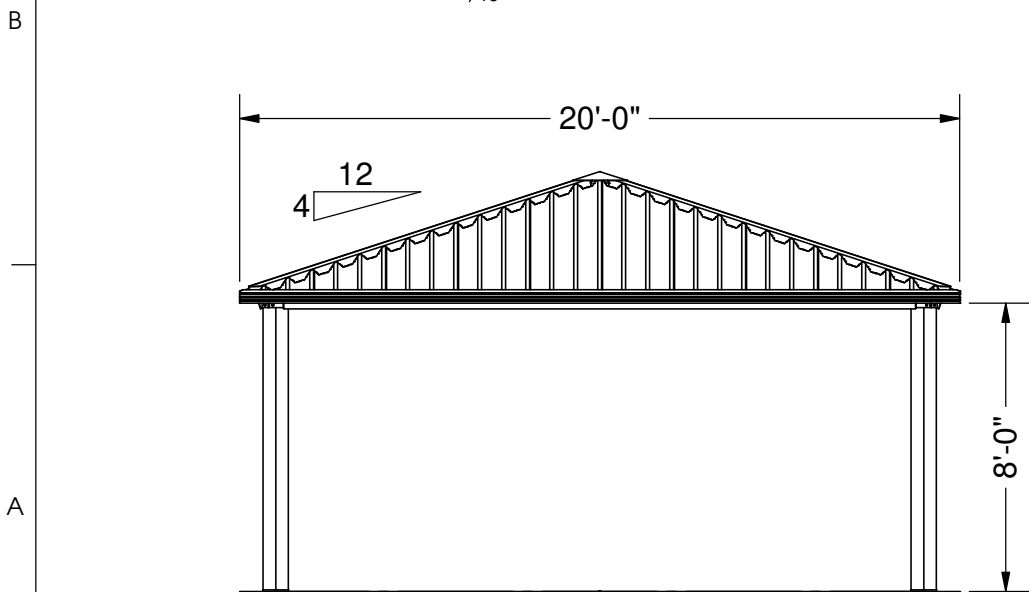
Date: _____ P.O. # (if applicable): _____

Thank you for giving us the opportunity to quote this equipment.
Ariel Smith

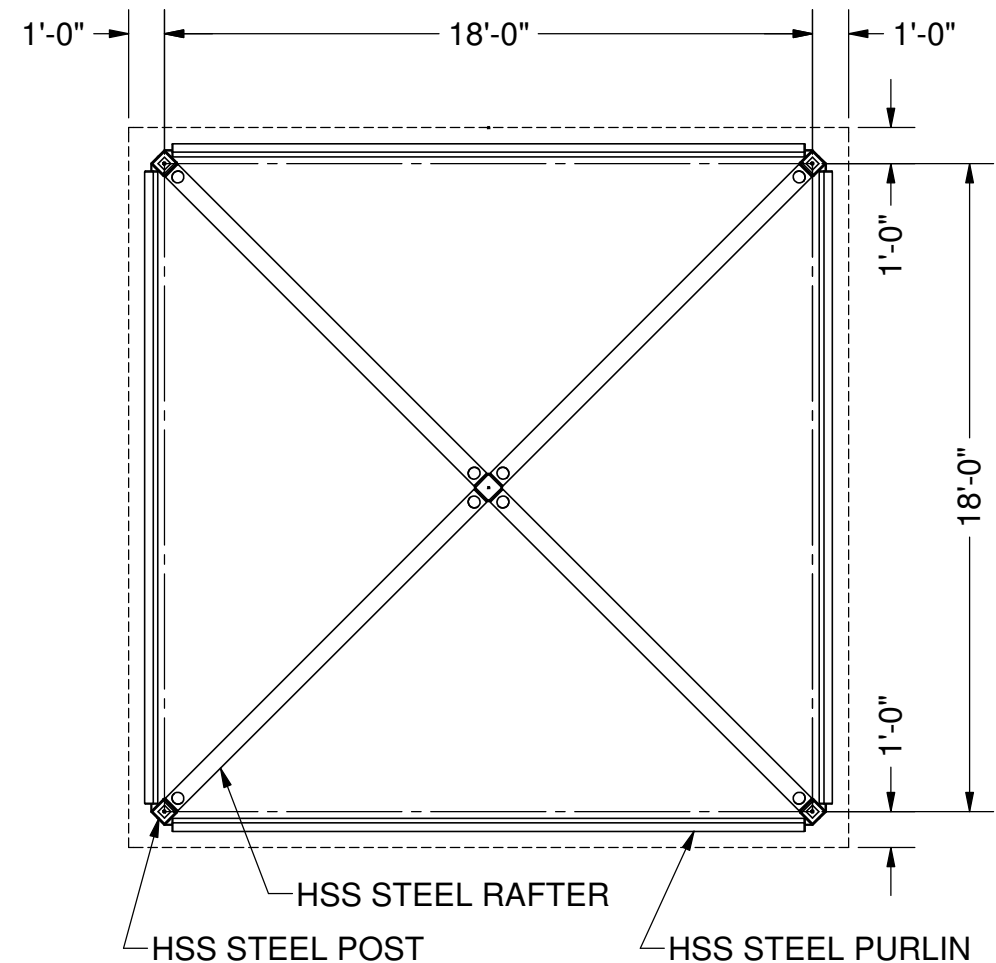




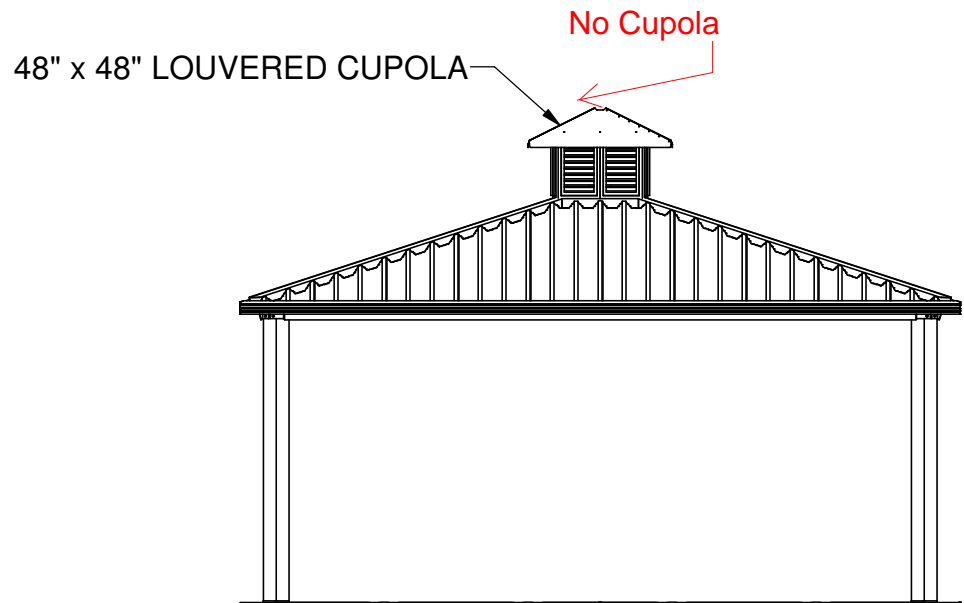
ROOF PLAN
Scale: $\frac{3}{16}" = 1'-0"$



ELEVATION
Scale: $\frac{3}{16}" = 1'-0"$



FRAME PLAN
Scale: $\frac{3}{16}" = 1'-0"$



ELEVATION w/ OPTIONAL CUPOLA
Scale: $\frac{3}{16}" = 1'-0"$

- GENERAL NOTES**
1. SHELTER DESIGN
A. THIS SHELTER HAS BEEN DESIGNED AS AN OPEN STRUCTURE. THE ADDITION OF ANY ENCLOSURE SUCH AS WALLS, INSECT MESH, OR SHADE SCREENS SHALL BE PROHIBITED AS INCREASED WIND FORCES MAY RESULT.
 2. FOUNDATION
A. THE FOUNDATION SHALL REST ON SOUND SOIL THAT IS FREE OF ORGANIC AND DELETERIOUS MATERIALS AND CAPABLE OF SUPPORTING 1000 PSF VERTICAL BEARING PRESSURE.
B. FOUNDATION DESIGN SHOWN IS A RECOMMENDATION ONLY. OWNER SHALL VERIFY ACTUAL SOIL CONDITIONS AT EACH JOB SITE AND ANY REQUIRED ADJUSTMENTS TO THE FOOTING DESIGN SHALL BE DESIGNED BY OTHERS.
 3. CONCRETE
A. COMPRESSION STRENGTH OF ALL REINFORCED CONCRETE SHALL NOT BE LESS THAN 2500 PSI AT 28 DAYS.
B. REINFORCING BARS SHALL BE DEFORMED BARS CONFORMING TO THE REQUIREMENTS OF MINIMUM ASTM A615 GRADE 40 FOR #4 AND SMALLER BARS AND GRADE 60 FOR BARS LARGER THAN #4.
C. MINIMUM CONCRETE CLEAR COVER FOR REINFORCING BARS SHALL BE 3".
 4. STRUCTURAL STEEL
A. STEEL PLATE SHALL CONFORM TO THE REQUIREMENTS OF ASTM A36.
B. HOLLOW STRUCTURAL SECTIONS (HSS) SHALL CONFORM TO THE REQUIREMENTS OF ASTM A500, GRADE B.
C. WELDING SHALL CONFORM TO THE REQUIREMENTS OF THE AMERICAN WELDING SOCIETY'S SPECIFICATION FOR THE MATERIAL BEING WELDED.
D. WELDING ELECTRODES SHALL BE E70XX.
E. STRUCTURAL STEEL COMPONENTS SHALL BE COATED WITH ANTI-GRAFFITI POLYESTER TGIC POWDER COAT FINISH MEETING AAMA 2604-02 SPECIFICATION.
 5. ALUMINUM
A. EXTRUDED ALUMINUM RIDGE CAP SHALL BE FABRICATED FROM ALUMINUM ALLOY 6105-T5.
B. EXTRUDED ALUMINUM GUTTER FASCIA AND FASCIA TRIM SHALL BE FABRICATED FROM ALLOY 6061-T6 OR 6105-T6.
C. ALUMINUM COMPONENTS SHALL BE COATED WITH ANTI-GRAFFITI POLYESTER POWDER COAT FINISH MEETING AAMA 2604-02 SPECIFICATION.
 6. ROOF DECK
A. INTERLOCKING SEAL ALUMINUM ROOF DECK SHALL BE ROLL FORMED FROM ALUMINUM ALLOY 3004-H34.
B. ROOF DECK SHALL BE COATED WITH HEAT REFLECTIVE BASF ULTRA-COOL COATING OR APPROVED EQUAL.
 7. FASTENERS
A. HIGH STRENGTH BOLTS SHALL CONFORM TO ASTM A325 OR A307 (SEE DETAILS).
B. SCREWS ATTACHING TO STEEL SHALL BE 12-24 HEX WASHER HEAD #5 POINT SELF DRILLING SCREWS.
C. SCREWS ATTACHING TO ALUMINUM SHALL BE 8-18 HEX WASHER HEAD #2 POINT SELF DRILLING SCREWS.
D. HIGH STRENGTH BOLTS SHALL BE HOT DIP GALVANIZED. ALL SCREWS SHALL BE STAINLESS STEEL OR COATED WITH ZINC.

AMERICANA BUILDING PRODUCTS #2 INDUSTRIAL DRIVE - SALEM, IL 62881 (888) 442-2928 - www.americana.com			
TITLE 20'-0" x 20'-0" NAVAJO SHELTER			
SIZE B	DATE 12/17/2012	DWG NO NAV20x20	REV
SCALE: AS NOTED		DRAWN: AY	SHEET 1 of 1



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

City of Schertz
Modified PT18006 Beacon's Bay
Color Palette: Atlantic

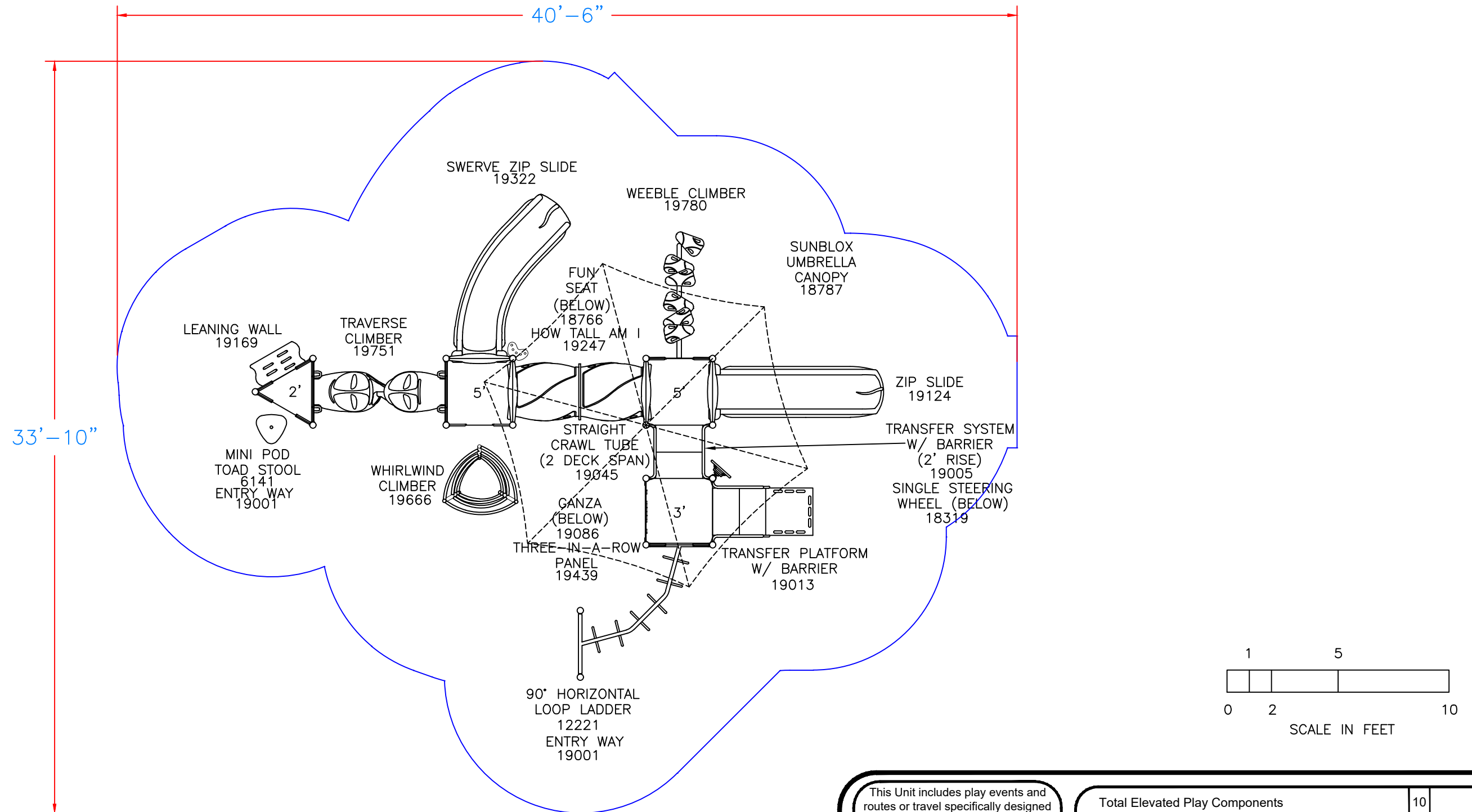


A PLAYCORE Company

www.gametime.com

t.f. harper 
& associates LP
103 Red Bird Lane
Austin, Texas 78745
800-976-0107





This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	10		
Total Elevated Play Components Accessible By Ramp	0	Required	0
Total Elevated Components Accessible By Transfer	8	Required	5
Total Accessible Ground Level Components Shown	4	Required	3
Total Different Types Of Ground Level Components	4	Required	3

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021
Department: Police Department
Subject: Resolution No. 21-R-88 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into an agreement with the Berry Creek Homeowners Association for the purpose of traffic extension/enforcement. (C. Kelm/H. Hansen/M. Casas).

BACKGROUND

The City of Schertz has received a petition for traffic extension for the gated community of Berry Creek. The Police Department patrols the gated communities; however, there are no agreements with the Berry Creek community to enforce traffic rules and laws related to the operation of motor vehicles on public roads.

Berry Creek is the second gated community to request traffic extension duties within the city. Berry Creek Homeowners Association Board unanimously voted (4-0) agreeing to the terms as stated in the petition.

The Texas Transportation Code (542.008) allows the following:

On a petition of 25 percent of the property owners residing in the subdivision or on the request of the governing body may extend by ordinance any traffic rules that apply to a road owned by the municipality, or by the county which the municipality is located, to the roads in the subdivision so that the roads of the subdivision are under the same traffic rules if the governing body of the municipality finds the ordinance in the interest of the municipality generally.

GOAL

The City of Schertz and Berry Creek (Homeowners Association) would enter into an agreement that would allow the Schertz Police Department to enforce traffic rules and laws for a safer community overall.

COMMUNITY BENEFIT

The community benefit for the Berry Creek subdivision residents is to provide a safer atmosphere using traffic enforcement as an effective tool to increase public safety by reducing traffic crashes, changes in driver behavior and compliance.

SUMMARY OF RECOMMENDED ACTION

Approving this Resolution by the City Council of the City of Schertz, Texas authorizing an agreement with the Berry Creek Homeowners Association for the purpose of traffic rules and laws.

FISCAL IMPACT

There is an associated cost for the replacement and installation of the signs within the Berry Creek subdivison, totaling \$1,604.91.

RECOMMENDATION

Approval of Resoluton No. 21-R-88.

Attachments

Berry Creek Resolution

Berry Creek Petition

RESOLUTION NO. 21- R-88

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ,
TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH THE BERRY CREEK HOMEOWNERS
ASSOCIATION FOR THE PURPOSE OF TRAFFIC CONTROL, AND
OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS Berry Creek is a private gated community in the City of Schertz, Guadalupe County, Texas, generally located at Berry Creek Drive, off FM 3009, between Ashley Oak Drive and Woodland Oaks Drive and containing a total of 120 residences: and

WHEREAS the Berry Creek Homeowners Association is the owner of the private streets in Berry Creek and is responsible for the maintenance thereof; and

WHEREAS Texas Transportation Code Section 542.008, (the "Statute") as amended, authorizes a municipality to extend certain road regulations to within certain private subdivisions; and

WHEREAS the Statute applies to a subdivision in which the roads are privately owned or maintained, and to a municipality with a population of three hundred (300) or more; and

WHEREAS, the Statute authorizes, on petition of twenty-five percent (25%) of the property owners residing in a subdivision, the governing body of the municipality to extend by ordinance any traffic rules that apply to a road owned by the municipality, or by the county in which the municipality is located, to the roads in the subdivision so that the roads of the subdivision are under the same traffic rules, if the governing body of the municipality finds the ordinance in the interest of the municipality generally; and

WHEREAS, pursuant to the Statute, at least twenty-five percent (25%) of the property owners residing in Berry Creek together with the governing body of the Association, have petitioned the City to enforce the traffic rules and laws related to the operation of motor vehicles on public thoroughfares of the City on the Private Streets and to obtain the patrol presence of the City Police Department for the health, safety, and welfare of the City's citizens residing in Berry Creek (the "Petition"), said Petition being attached hereto as Exhibit "A"; and

WHEREAS the Owners and the Association acknowledge and agree that enforcement of the requests set forth in the Petition are subject to the passage of an ordinance by the City Council of the City stating that the Private Streets are to be considered to be public streets for the purposes of the application and enforcement of specified traffic rules and is further subject to an agreement being executed between the City and the Association.

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

1. That the Petition is hereby accepted by the City Council.
2. That the City Manager is hereby authorized to execute an agreement detailing the obligations of the Association regarding payment and liability for traffic enforcement.
3. That this resolution shall be in force and effect from and after its final passage, and is so resolved.

PASSED AND ADOPTED, THIS _____ DAY OF _____, 20_.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

Exhibit "A"

**[COPY OF HOA MEETING
MINUTES AUTHORIZING
TRAFFIC EXTENSION]**

Berry Creek HOA

Meeting Minutes

June 8, 2020

- I. Call to order 6:03 pm
- II. Board Members Present: Karla Ayala, Charles Kelm, Dana Elliot and Elmira Cortiella.
- III. Approval of the minutes from the last meeting - approved
- IV. Open issues:
 - a) Treasurer's report (as of 5/31/2020)
 - Union Bank Checking - \$4,139.67
 - Union Bank Money Market - \$100,883.15
 - RBFCU CD - \$160,549.16 (as of 3/31/2020)
 - Delinquency report - \$3,715.32
 - b) Owners to be heard:
 - None
 - c) Completed:
 - Power washer was purchased from Sam's Club: Sun Joe SPX 4600 Electric 3000 PSI \$259.98 + tax
 - Electrical at the main entrance was fixed by Mowery Lowery Electrical
 - 10 Homeowners are widening their driveways
 - Celebration for Graduates in marquee
 - 1st River City Produce Market Day was on Wed May 27th
 - Meeting with landscaper Scott to discuss the water bill on May 15; bushes in front of Berry Creek sign were replanted
 - Inside and outside safety loops repaired
 - d) Unfinished Business:
 - Designated Park Area/meeting with representatives of City of Schertz
 - Mission Asphalt need to provide new map for road repairs
 - Change schedule of trash collection/mail
 - Flyers for residents on road repairs
 - Traffic count – pending due to Covid-19

- Plant Pride of Barbados on Berry Way cul-de-sac – pending
- Rock or sod for islands – pending
- Painting of Lending Library – pending
- Paint front gate – Sunday June 7 at 9 am
- Power wash near front entrance – Thursday June 4
- Stop Signs – pending/collecting bids

e) New Business:

- Extend Motor Vehicle Code into Berry Creek Subdivision – approved 4 to 0
- New gate maintenance agreement with Gate Services – approved
- Street sealing on June 22
- Railroad ties around mailbox on Berry Creek Dr near Berry Patch- bid is pending for all three mailboxes from Signature Lawns
- Rock and Edge near main exit (Berry Creek Dr and FM 3009) – bid is pending from Signature Lawns.

f) Dates to remember:

- River City Market day: June 17 and July 14 from 10 am – 12 pm;
- Next meeting date: July 8, 2020
- Annual meeting: October 13 at 6:30 pm

Committee reports:

g) Welcome committee: Nothing to report

VI. Adjournment: 7:39 pm

Minutes submitted by: Elmira Cortiella, Secretary

Private Streets are to be considered to be public streets for the purposes of the application and enforcement of specified traffic rules; and

WHEREAS, the Owners and the Association acknowledge that if the City Council chooses to act on this Petition, the Owners and the Association may be required to enter into an agreement in the form of the Traffic Enforcement Agreement (Berry Creek) set forth on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Agreement"), as such form may be amended following City Council's receipt and review of this Petition, with the City setting forth the terms and conditions upon which the traffic rules that apply in the City shall apply in Berry Creek, and in that event, said agreement shall be an exhibit to the Ordinance.

NOW, THEREFORE, this Petition is submitted to comply with the Statute and to request that the City Council accept the Petition and find that it is in the best interest of the City to draft and approve an ordinance authorizing the City to apply the City's traffic rules and laws related to operation of motor vehicles on public thoroughfares of the City to the Private Streets.

PETITION

Pursuant to the Statute, the Owners and the Association petition the City as follows:

1. General Nature of Requested Service:

The Owners and the Association petition the City to direct the City's Police Department to provide law enforcement to Berry Creek for the purposes of patrol, enforcement of traffic control, and laws related to operation of motor vehicles, investigation of criminal activity, and deterrence of criminal activity in the violation of City and State laws within the jurisdiction of the City's Police Department for the health, safety, and welfare of the City citizens residing in Berry Creek.

2. Satisfaction of Conditions Precedent:

- (a) The Statute applies to a subdivision in which the roads are privately owned or maintained. The Private Streets are privately owned and maintained by the Association.
- (b) The Statute applies to a municipality with a population of three hundred (300) or more, and the City is a municipality with a population of more than three hundred (300).
- (c) The Statute requires this Petition be made by either at least twenty-five percent (25%) of the property owners residing in Berry Creek or the governing body of the entity that maintains the Private Streets. The Owners and the Association have jointly submitted this Petition. Each Owner executing this Agreement covenants that he/she is the legal fee simple owner (and not a renter)

of the property address listed by his/her name on the signature pages to this Agreement.

3. Municipality May Extend Services:

The Statute provides that the governing body of the municipality may extend by ordinance any traffic rules that apply to a road owned by the municipality, or by the county in which the municipality is located, to the roads in the subdivision so that the roads of the subdivision, such as Berry Creek, are under the same traffic rules, if the governing body of the municipality finds the ordinance in the interest of the municipality generally.

4. Traffic Rules Sought to Be Extended:

The Owners and the Association seek to extend all traffic rules of City thoroughfares similar to those within Berry Creek to the Private Streets, including, but not limited to:

- (a) Speed limit of 20 mph.
- (b) Vehicle registration and inspection laws; and
- (c) Traffic rules and laws regarding speed, signal indicators, stop signs, parking, and similar traffic laws.

In compliance with the Statute, this Petition specifies the traffic rules that are sought to be extended. The Owners and the Association request that the City extend all of such requested rules to the Private Streets for the safety, health, and welfare of the City's citizens residing in Berry Creek.

5. Traffic Enforcement Agreement:

The Owners and the Association desire to enter into the Agreement with the City.

6. Lack of Necessity for Payment of Costs of Police Service:

The Owners and the Association seek no different enforcement or service than that made available and provided to all other citizens and taxpayers of the City, and pursuant to the Statute. While the City may require that owners of property in the subdivision pay all or part of the cost of extending and enforcing the traffic rules in the subdivision, there should be no additional cost than that borne for any other citizen. Accordingly, the Association petitions that no additional charges be imposed for the provision of the police service in accordance with the agreement between the Association and the City.

7. Proposed Method of Enforcement:

If the City Council passes an Ordinance, the Owners and the Association acknowledge that the Private Streets will be considered to be public streets for purposes of the application and

enforcement of the specified traffic rules. The Owners and the Association will comply with all City requests for placement of necessary official traffic control devices on property abutting the Private Streets if those devices relate to a specified traffic rule and are either located on property owned by the Association or one of the Owners, the consent of the owner of that property (if not owned by the Association or one of the Owners) is obtained, or an easement is available for the placement of the device.

8. Execution:

This Petition is made and executed by the Owners and an authorized representative of the Association.

9. Submission of Petition:

This Petition will be filed with the City Secretary's office. The Owners and the Association submit this Petition and request that the City Council grant all matters requested herein and pass an appropriate ordinance of the City consistent with this Petition and the laws of the State of Texas and the City.

[The remainder of this page intentionally left blank]

**ASSOCIATION
SIGNATURE PAGE
TO
PETITION FOR CITY OF SCHERTZ POLICE
PATROL AND ENFORCEMENT
IN GATED COMMUNITY OF BERRY CREEK**

The undersigned has executed this instrument as of the date of the acknowledgement below.

ASSOCIATION:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 2013 by
_____, the _____ of _____, a
_____, on behalf of said _____.

(SEAL)

Notary Public in and for The State of Texas

My Commission Expires: _____

EXHIBIT "A"

TRAFFIC ENFORCEMENT AGREEMENT (Berry Creek)

This Traffic Enforcement Agreement (Berry Creek) (the "Agreement") among the City of Schertz, Texas, a Texas Municipal Corporation (the "City"), Berry Creek Home Owner's Association (the "Association"), and the undersigned parties, which parties represent at least twenty-five percent (25%) of the property owners residing in Berry Creek, as hereinafter defined (collectively, the "Owners"), is entered into as of the date of the final signature of the parties (the "Effective Date").

WITNESSETH:

WHEREAS Berry Creek ("Berry Creek") is a private gated community in the City of Schertz, Guadalupe County, Texas, generally located at Berry Creek Dr and containing a total of One Hundred Twenty (120) residences; and

WHEREAS the Association is the owner of the private streets in Berry Creek (the "Private Streets") and is responsible for the maintenance thereof; and

WHEREAS, the Owners and the Association acknowledge that Berry Creek is a subdivision within the City limits of the City and in accordance with the Texas Transportation Code Section 542.008 (the "Statute"), the Owners and the Association presented a petition to the City Council of the City (the "City Council") seeking to cause the traffic rules and laws related to operation of motor vehicles on public thoroughfares of the City to apply to the Private Streets in Berry Creek (the "Petition"); and

WHEREAS, the City Council has found the Petition in the best interest of the City generally, has accepted the Petition, and directed the City staff to draft an ordinance and this Agreement, according to the requirements of the Statute to provide for the enforcement of the traffic rules and laws related to operation of motor vehicles on public thoroughfares of the City to apply to Private Streets in Berry Creek.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, the Association, and the Owners agree as follows:

1. Request Pursuant to the Statute. Pursuant to the Statute, the City agrees to extend the traffic rules and laws related to operation of motor vehicles on public thoroughfares of the City to apply to the Private Streets in Berry Creek. The Owners and the Association agree that, pursuant to this Agreement, the Private Streets are considered to be public streets for purposes of the application and enforcement of the traffic rules and laws addressed herein.

2. Traffic Signs. The Association shall install subdivision traffic signs and street name blade signs in compliance with both the Texas Manual of Uniform Traffic Control Device standards and the City's standards. The Association shall be solely responsible for all costs and expenses of the signs and the installation thereof.

3. **Speed Humps.** The Owners and the Association agree that all speed humps on the Private Streets must comply with the City's standards. New speed humps must receive approval through the normal City process and are the discretion of the City of Schertz based on City policies and standards. The Association shall be solely responsible for all costs and expenses necessary to bring and keep the speed humps in compliance.

4. **Plans, Installation, and Approval.** Prior to installation of the subdivision traffic signs and street name blade signs and prior to work being done on the speed humps, the Association shall submit plans for the design and specifications of such traffic and street name or other signage and such speed humps and obtain written approval from the City. The Association shall construct, repair, and/or install, or cause the construction, repair, and/or installation of, such signage and speed humps in accordance with the approved plans.

5. **Association Obligations.** The Association will pay for all repairs, replacement, and maintenance of all signage and speed humps to maintain compliance with the applicable standards set forth herein. All maintenance performed by the Association will meet the specifications of the codified requirements of the City related to traffic signage and speed humps in residential subdivisions. If the City determines that repairs, replacement, and/or maintenance are required, the City shall inform the Association in writing of the need for said repairs, replacement, and/or maintenance, and the Association shall commence said repairs, replacement, and/or maintenance within fourteen (14) calendar days of such notice and diligently pursue the work thereon, with completion thereof not to exceed forty-five (45) calendar days.

6. **The City's Obligations.** The City hereby agrees that it will extend and enforce (to the same extent it would enforce such rules and laws in other areas of the City) any traffic rules and laws related to the operation of motor vehicles on public thoroughfares in the City to the Private Streets.

7. **Traffic Control Devices.** Pursuant to the authority granted under the Statute, the City may place official traffic control devices on property abutting the Private Streets if (1) those devices relate to a specified traffic rule; and (2) the consent of the owner of that property is obtained or an easement is available for the placement. The Owners and the Association hereby consent to the placement of any such devices on the property owned by them. No additional consent shall be required.

8. **Payment.** The Owners and the Association will not be required to pay any additional cost for the services requested herein, unless such services are requested in excess of the services provided to City citizens that do not reside in private gated communities in the City. Notwithstanding the foregoing, the Association shall be required to pay those costs and expenses discussed in Sections 2., 3., and 5. of this Agreement.

9. INDEMNIFICATION. THE ASSOCIATION AND EACH OF THE OWNERS, INDIVIDUALLY AND ON BEHALF OF EACH OF THEIR SUCCESSORS, ASSIGNEES, GRANTEEES, AND/OR TRUSTEES DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS CITY COUNCILMEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL

DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE ASSOCIATION AND/OR EACH OF THE OWNERS IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, IN WHOLE OR IN PART, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS"). THE ASSOCIATION AND THE OWNERS ARE EXPRESSLY REQUIRED TO DEFEND THE INDEMNIFIED PARTIES AGAINST ALL SUCH CLAIMS.

IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE ASSOCIATION AND/OR THE OWNERS IN FULFILLING THEIR OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER THE CITY IS UNDER NO OBLIGATION TO DO SO.

THIS SECTION 9. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY INCIDENT OCCURRING DURING THE TERM HEREOF.

11. Miscellaneous.

- (a) Breach. In the event of a breach of this Agreement by any party, any other party may pursue any remedies available at law or in equity, including without limitation, specific performance.
- (b) Assignment, Binding Nature, and Recording. This Agreement may not be assigned by the Association or the Owners.
- (c) Notices. Any notice required or permitted by this Agreement is effective when personally delivered in writing or two (2) business days after notice is deposited with the U.S. Postal Service, postage prepaid, certified mail with return receipt requested, and addressed as follows:

City:

City of Schertz, Texas
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

with copy to:

Denton Navaro Rocha Bernal Hyde & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: Charlie Zech, Esq.

Association:

Attention:

with copy to:

Attention:

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's change of address shall be effective when notice of change is provided to the other party in accordance with the provisions of this Section 10. (c).

- (d) Capacities. The person executing this Agreement on behalf of the Association represents and warrants that he/she has the authority to do so in the capacity stated.
- (e) Interpretation. This Agreement will be deemed drafted equally by all parties hereto. The language of all parts of this Agreement will be construed as a whole according to its fair meaning, and any presumption or principle that the language in this Agreement is to be construed against any party will not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- (f) Further Assurances. The parties agree to take such further actions and to sign such further documents as may be reasonably necessary or appropriate to fulfill the intent of, and to complete the transactions described in this Agreement.
- (g) Unenforceability. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

- (h) Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choose-of-law rules of any jurisdiction. Venue shall be in the State District Courts of Guadalupe County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement. No provision of this Agreement shall constitute a consent to suit by any party.
- (i) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.
- (j) Immunity. By execution of this Agreement, the parties agree that the City has not waived or surrendered any of its governmental powers, immunities, or rights.
- (k) Force Majeure. Notwithstanding anything to the contrary contained herein, in the event a party is prevented from performing its obligations hereunder due to inclement weather, strikes, riots, civil unrest, or any other cause which is beyond the reasonable control of such party (a delay due to any such cause being referred to herein as a "Force Majeure Delay") then the time period for such party's performance shall be extended by the length of the Force Majeure Delay and such party's failure to perform such obligation shall be excused for the duration of, and to the extent of, such Force Majeure Delay.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereby have executed this Agreement to be effective as of the Effective Date.

THE CITY:

CITY OF SCHERTZ, TEXAS,
a Texas municipal corporation

By: _____
Dr. Mark Browne, City Manager

Date: _____

THE ASSOCIATION:

_____,
a _____

By: _____

Name: _____

Title: _____

Date: _____

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021
Department: Police Department
Subject: Resolution No. 21-R-87 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas declaring certain Public Safety equipment to be surplus property, and authorizing a Donation Agreement governing the same to the City of Santa Clara, Texas.(C. Kelm./ M. Hansen/ M. Casas).

BACKGROUND

The City of Santa Clara is establishing a new Marshal public safety program. The city is in need of public safety equipment in order to protect and safeguard the public health and safety of its residents. In connection with mutual aid agreements and the close proximity of the City of Santa Clara, the City of Schertz would like to donate a decommissioned 2012 Chevrolet Police Tahoe. This donation will assist a neighboring city with its new public safety program.

GOAL

To donate a decommissioned police vehicle (2012 Chevrolet Tahoe) for the use of public safety duties within the City of Santa Clara.

COMMUNITY BENEFIT

The donation would allow the City of Santa Clara to provide quality public safety services to its residents by enforcing laws, preventing crimes, responding to emergencies, and providing support services.

SUMMARY OF RECOMMENDED ACTION

The City of Schertz and the City of Santa Clara would enter into a mutual agreement that would allow the City of Schertz to donate surplus property (2012 Chevrolet Tahoe) for the use of public safety within their city.

FISCAL IMPACT

There would be no fiscal impact as this donation was a decommissioned vehicle by the City of Schertz.

RECOMMENDATION

Staff recommends approval of Resolution No. 21-R-87.

Attachments

Exhibit A- Police Tahoe

Police Tahoe Donation Resolution

**DONATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS
AND THE CITY OF SANTA CLARA, TEXAS**

WHEREAS, the City of Schertz is a Home Rule municipality in the State of Texas, established pursuant to its City Charter and the Texas Constitution; and

WHEREAS, the City of Santa Clara is a neighboring city seeking to establish a police department; and

WHEREAS, the City of Schertz finds that the proposed donation of certain surplus personal property will provide a public benefit; and

WHEREAS, the City of Schertz desires to donate surplus personal property, specifically a police vehicle as described herein, to the City of Santa Clara; and

WHEREAS, the purpose of this agreement is to memorialize the understanding between the City of Schertz and the City of Santa Clara outline the parties rights and obligations relating to the donation;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1) Donation

- a. *The Donation.* The City of Schertz agrees to donate and transfer, and the City of Santa Clara agrees to accept, pursuant to the terms of this agreement, all title, right and interest in a 2012 Chevrolet Tahoe, VIN No. 1GNLC2E0XCR188641 with associated equipment (the "Property").
- b. *Representations.* The City of Schertz represents and warrants that it has the ownership interest in the Property being donated to the City of Santa Clara and that the representative of the City of Schertz is authorized to make the donation and enter into this agreement on behalf of the City of Santa Clara.

- 2) **Use.** The City of Santa Clara agrees to use the Property for public safety enforcement and protection purposes of the City of Santa Clara, and pursuant to any mutual aid agreements or needs which exist or may arise between the parties, for the lesser of the useful life of the Property or five years. After such time, the City of Santa Clara shall own the Property without limitation.

- 3) **Condition.** The City of Santa Clara accepts the Property "as is," and the City of Schertz makes no representations or warrants as to the condition or usefulness of the Property. The City of Schertz shall have no liability and the City of Santa Clara shall hold harmless the City of Schertz and its officials, employees, agents, and representatives from and against

any and all liability, actions, claims, demands, or damages arising out of the donation and use of the Property.

- 4) **Reversion.** If the City of Santa Clara does not use the Property for public safety protection purposes for the time period described in item (2), possession, title, and ownership of the Property shall revert to the City.
- 5) **Amendment.** This Agreement may be amended by written agreement of the parties. This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 6) **Immunities.** It is not the intent of either the City of Schertz or the City of Santa Clara that this Agreement waive any governmental immunities that they may enjoy pursuant to the Texas Constitution or the statutes of this state.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year indicated below:

CITY OF SCHERTZ

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

CITY OF SANTA CLARA

By: _____

Title: _____

Date: _____

RESOLUTION NO. 21-R-__87__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS DECLARING CERTAIN PUBLIC SAFETY EQUIPMENT TO BE SURPLUS PROPERTY AND AUTHORIZING A DONATION AGREEMENT GOVERNING THE SAME TO THE CITY OF SANTA CLARA, TEXAS; AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Santa Clara, Texas is establishing a new Police Department for the purpose of protecting the safety of persons within the City; and,

WHEREAS, the City of Schertz, Texas, being in close proximity of Santa Clara, finds it to be in the best interest of the City of Schertz to support the City of Santa Clara in developing and increasing its capacity to protect and safeguard the public health and safety, which in turn provides a public benefit to the region as a whole, inclusive of the City of Schertz; and,

WHEREAS, each of the Parties maintain equipment, as well as personnel, for the purpose of protecting the safety of persons present in their respective jurisdictions; and,

WHEREAS, the City of Schertz and City of Santa Clara desire to augment the capabilities of the City of Santa Clara Police Department in their respective jurisdictions and for mutual aid responses by agreeing to the donation of certain surplus public safety equipment.

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

- Part 1. The equipment listed in Exhibit A, which has value but is no longer needed for the foreseeable needs of the City of Schertz, is hereby declared to be surplus property.
- Part 2. The City of Schertz finds that the donation of the surplus property to the City of Santa Clara constitutes a predominately public purpose of the City;
- Part 3. That the enhanced ability of the City of Santa Clara to protect the public safety and general welfare will also provide a return benefit to the City of Schertz as its neighboring city by better protecting the public safety and general welfare of the region as a whole;
- Part 4. The City is authorized to facilitate the transfer said equipment to the City of Santa Clara pursuant to the Donation Agreement, attached here as Exhibit "A."
- Part 5. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

- Part 6. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
- Part 7. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Part 8. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.
- Part 9. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.
- Part 10. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED this ____ day of September 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021
Department: Fire Department
Subject: Resolution No. 21-R-109 – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to sign a contract for mutual aid for fire emergency services with the Secretary of the Air Force, specifically for Joint Base San Antonio. (C. Kelm/K. Long)

BACKGROUND

The Schertz Fire Department is charged with the responsibility of regional fire suppression, protection and prevention. The Fire Department does not have the means to effectively remediate certain emergency situations without the assistance of outside agencies. Suburban Fire Departments typically enter into mutual aid agreements with each other for that purpose. During structure fires or other emergencies that exceed the capacity of a single fire department, surrounding fire departments mutually respond to assist the requesting department. Mutual aid agreements include clauses that protect the respective cities for committing resources outside their boundaries when such would be detrimental to those cities. The obligation to respond is always contingent upon the ability to maintain adequate protection at home.

JBSA employs a well-trained cadre of firefighters on base for aircraft emergencies as well as structural responses. Schertz Fire has enjoyed a mutually beneficial relationship with the military firefighters, training with them regularly. We have assisted them in the past with their air show emergency stand-by and response, and they have assisted us on fires in our city.

GOAL

City staff recommends Council approval of Resolution 21-R-109 to authorize the City Manager to sign the mutual aid agreement between the City of Schertz and Joint Base San Antonio for Fire Emergency Services.

COMMUNITY BENEFIT

It is not feasible for fire departments to maintain the amount of staffing necessary to combat a typical house fire. Therefore, most suburban fire departments provide adequate manpower for the initial fire attack and rely on mutual aid partners for additional help when needed. Mutual aid is an efficient use of equipment and manpower when an emergency exceeds the capability of everyday staffing.

SUMMARY OF RECOMMENDED ACTION

City staff recommends Council approval of Resolution 21-R-109 to authorize the City Manager to sign the mutual aid agreement between the City of Schertz and Joint Base San Antonio for Fire Emergency Services.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

City staff recommends Council approval of Resolution 21-R-109 to authorize the City Manager to sign the mutual aid agreement between the City of Schertz and Joint Base San Antonio for Fire Emergency Services.

Attachments

21R109

Exhibit A

RESOLUTION NO. 21-R-109

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT FOR MUTUAL AID IN FIRE EMERGENCY SERVICES BETWEEN THE CITY OF SCHERTZ AND THE SECRETARY OF THE AIR FORCE FOR MUTUAL AID WITH JOINT BASE SAN ANTONIO FIRE EMERGENCY SERVICES, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Schertz Fire Department is charged with the responsibility of regional fire suppression, protection, and prevention; and

WHEREAS, in order to fulfill its mandated responsibility as set forth above, the City has identified a need to enter into mutual aid agreements with surrounding jurisdictions, including Joint Base San Antonio; and

WHEREAS, the City Emergency Services and Joint Base San Antonio Emergency Services have enjoyed a long and mutually beneficial relationship; and

WHEREAS, this Mutual Aid Agreement is for a period of five years, thereafter, automatically renews for an additional 5 years for a total period not to exceed twenty years;

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

Section 1. The City Manager is hereby authorized to enter into agreement with the Secretary of the Air Force to mutually provide fire emergency services as set forth in Exhibit A,

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

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

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

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

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

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

PASSED AND ADOPTED, this 28th day of September 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

MUTUAL AID IN FIRE AND EMERGENCY SERVICES
Agreement Number: FB3089-21297-0012

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 23rd day of October 2020, between the Secretary of the Air Force (the "Air Force") acting by and through the Joint Base Commander, Joint Base San Antonio - 502d Air Base Wing (JBSA - 502 ABW), pursuant to the authority of 42 U.S.C. § 1856a and the Fire Department of Schertz the "*Schertz Department*". Together the Air Force and the *Schertz Department* are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 Emergency Management and Assistance and AFI 32-2001, Fire and Emergency Services Program.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the JBSA - 502 ABW fire department by a representative of the *Schertz Department*, fire protection equipment and personnel of the JBSA - 502 ABW fire department will be dispatched to any point within the area for which the *Schertz Department* normally provides fire protection services as designated by the representatives of the *Schertz Department*.
- d. On request to a representative of the *Schertz Department* by a representative of the JBSA - 502ABW fire department, fire protection equipment and personnel of the *Schertz Department* will be dispatched to any point within the jurisdiction of the JBSA - 502 ABW as designated by the representative of the JBSA - 502 ABW) fire department.
- e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the *Schertz Department* normally provides fire protection services, the chief of the JBSA - 502 ABW fire department or his or her representative may assume full command on arrival at the scene of the crash.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), *Schertz Department* is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local IAW each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance. Furthermore, *Schertz Department* agrees to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the *Schertz Department*, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect *Schertz Department's* obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the *Schertz Department*, which obligation shall survive such termination.

(6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for JBSA - 502 ABW to observe Air Force operations.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW National Fire Protection Association Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by *Schertz Department* in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for *Schertz Department* under this Agreement will, at the time of such action, be an employee or volunteer member of *Schertz Department*.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Disputes. Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

2. By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may

be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

3. The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The *Schertz Department* obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

502 ABW
c/o Commander
2080 Wilson Way, Bldg 247
Joint Base San Antonio – Fort Sam Houston, Texas 78234-7680

And:

Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

502 ABW
c/o Fire Chief
1910 Kenly Avenue
Joint Base San Antonio - Lackland, Texas 78236

For *Schertz Department*

“attention to”
Fire Chief
1400 Schertz Parkway, Bldg #8
Schertz, TX 78154

TERMS OF THE AGREEMENT

o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years from that date of 23 October 2020 and automatically renews for an additional five year period with the right to renew for additional two five year terms not to exceed a total of 20 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

THE UNITED STATES OF AMERICA
for 502 ABW by the Secretary of the Air Force

FIRE DEPARTMENT
for Schertz, Texas

By: _____
CAROLINE M. MILLER
Brigadier General, USAF
Commander

By: _____
KADE LONG
Fire Chief

Date: 14 April 2021 _____

Date: _____

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021
Department: City Secretary
Subject: Resolution No. 21-R-53 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the acquisition of easements associated with the Homestead Lift Station Force Main. (M. Browne/B. James)

BACKGROUND

In May or 2020, the City Council approved resolution 20-R-52 that authorized the City to enter into an agreement with ILF N-T Owner, LP, the developer of the Homestead residential development. The agreement was a reimbursement agreement associated with the acquisition of the easements needed for a sewer force main. The developer is constructing a sewer lift station and associated force main. The lift station will serve the Homestead project and surrounding properties. The developer had been trying to acquire the necessary easements and sought the City's assistance. The City agreed to help acquire the easements to provide necessary sewer service to the area and the developer agreed to pay the cost associated with the acquisition.

Multiple easements are needed from two property owners. The developer has reached agreement to acquire the needed easements from one of the property owner.

The City has reached agreement with the other property owner for the 3 permanent easements and 3 temporary construction easements. Staff is seeking approval from City Council to purchase the needed easements. The developer will provide the funding to the City to acquire the easements.

GOAL

Acquire three permanent easements and three temporary construction easements from Nolley Lake Properties, LLC.

COMMUNITY BENEFIT

The easements are necessary to provide for sewer service to an area of northern Schertz.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 21-R-53 authorizing the City to acquire the necessary easements.

FISCAL IMPACT

There is no fiscal impact to the City as the developer of Homestead, ILF N-T Owner, LP will be reimbursing the City for the costs associated with acquiring the easements. The purchase price of the easements on the Nolley Lake Properties, LLC property is \$115,000.

RECOMMENDATION

Approval of Resolution 21-R-53.

Res 20 R 52

easements

RESOLUTION NO. 20-R-52

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT WITH THE DEVELOPER OF THE HOMESTEAD SUBDIVISION PROJECT FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH EASEMENT ACQUISITION NECESSARY FOR PUBLIC IMPROVEMENTS.

WHEREAS, there is a lack of sewer service to serve an area of northern Schertz near the intersection of IH-35 and Schwab road.

WHEREAS, the sewer forcemain improvements offsite sewer improvements are needed to provide adequate sewer service to these areas and there is limited space to provide this public infrastructure.

WHEREAS, the Developer of the Homestead Subdivision agrees to construct sewer infrastructure of which the capacity is more than is required by the Homestead property,

WHEREAS, there is a benefit to oversizing sewer infrastructure to serve other properties,

WHEREAS, the Developer of the Homestead Subdivision has acquired some of the easements necessary for construction of the sewer improvements, but has not been able acquire them all, and

WHEREAS, the Developer of the Homestead Subdivision has requested the City assist in acquiring the remaining easements,

WHEREAS, the City Council finds that it is in the best interest of the City to enter into the Agreement with Developer for acquisition of the easement necessary for the construction of Public Improvement in order to provide the infrastructure to serve other properties outside the boundary of the proposed Homestead Subdivision plat.

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

Section 1. The City Council hereby authorizes the City Manager to execute the agreement with Developer for easement acquisition associate with construction of Public Improvement with ILF N-T Owner, LP for infrastructure that will serve properties outside of the Homestead Subdivision and to defer construction of public improvements, generally in the form attached, subject to changes approved by the City Manager and City Attorney.

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

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

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

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

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

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

PASSED AND ADOPTED, this 26th day of May, 2020.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)

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

WASTEWATER EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

GRANT OF EASEMENT:

NOLLEY CARIBBEAN PROPERTIES, L.L.C., a Wyoming limited liability company, with offices located at 300 Arcadia Court Pittsburgh, PA 15237 ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF SCHERTZ, TEXAS**, a Texas home-rule city, with offices located at 1400 Schertz Parkway, Schertz, Texas 78154 ("Grantee"), an easement and right-of-way ("Easement") upon and across the property of Grantor which is shown on the sketch in **Exhibit "A"** and more particularly described on **Exhibit "B"**, attached hereto and incorporated herein by reference ("Easement Property"),

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights, and privileges and on the terms and conditions set forth below; and Grantor, subject to the Exceptions, to Warranty, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

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

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

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

3. *Purpose and Scope of Easement.* The Easement shall be used solely for one sanitary sewer pipeline, with the pipe measuring no more than 12 inches in diameter, and related necessary appurtenant facilities to the sanitary sewer pipeline, such pipeline to be buried to a minimum depth of 4 feet from the top of the pipeline to the surface of the ground, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of one 12 inch sanitary sewer pipeline and related necessary appurtenant facilities, to the sanitary sewer pipeline. Above-ground appurtenances are limited to air release valves for the sanitary sewer pipeline. The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, and replacement of the sanitary sewer pipeline and related necessary appurtenant facilities. After construction of the sanitary sewer pipeline, Holder shall grade the surface of the ground within the Easement Property and restore it to the condition in which it existed before construction of the sanitary sewer pipeline and related necessary appurtenances, and if Holder replaces, repairs, maintains, relocates, or removes the sanitary sewer pipeline and/or related necessary appurtenances, Holder shall restore Grantee's Property to the condition in which it existed before such replacement, repair, maintenance, relocation, or removal. Holder shall have no right to fence or enclose the Easement Property. The Easement is granted subject to other existing easements of record at the time of this grant.
4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
5. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor and Grantor's heirs, successors, and assigns retain the right to use all or part of the Easement Property in conjunction with Holder under the following conditions: such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose; and Grantor may not construct any building, vertical structure or obstruction on the Easement Property, but Grantor may construct streets, driveways, drive aisles and parking facilities, together with the necessary paving, on the Easement Property. Grantor retains the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement. Written approval of Holder must be obtained prior to any use or improvement of Easement Property not permitted herein, which approval shall not be unreasonably withheld.
6. *Temporary Construction Easement.* Holder has the right (the "Temporary Construction Easement") to use the surface of the 10-foot wide area adjacent to the Easement Property ("Temporary Construction Area"), to assist in the initial installation of the sanitary sewer pipeline, which Temporary Construction Easement shall expire on the 180th day after construction begins on the sanitary sewer pipeline on the property. Holder shall promptly restore the area of the

Temporary Construction Area to its previous physical condition if changed by use of the rights granted by this Temporary Construction Easement.

7. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 8, immediately below, improvement and maintenance of the Easement Property and the sanitary sewer pipeline and related necessary appurtenant facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments installed on the Easement Property in violation of the terms set forth in this instrument, but Holder agrees that Grantor shall have the right to construct streets, driveways and drive aisles, and parking facilities, together with the necessary parking, on the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the sanitary sewer pipeline and related necessary appurtenant facilities under or across any portion of the Easement Property. Above-ground appurtenances are limited to air release valves for the sanitary sewer pipeline. All matters concerning the sanitary sewer pipeline and related necessary appurtenant facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Holder will also replace to their original condition any landscaping, driveways or parking areas that were in existence prior to the granting of the Easement Property and are damaged in connection with the work.
8. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to maintain the surface of the Easement Property, including the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash. Any permitted improvement made by Grantor within the Easement Property must comply with applicable ordinances, development codes and engineering guidelines of the City of Schertz, and must not conflict with use of the Easement for its intended purpose as described herein.
9. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, with the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
10. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

11. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
12. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
13. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
14. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
15. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
16. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
17. *Exceptions to Warranty.* This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable.
18. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
19. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given

by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

20. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
21. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2020.

GRANTOR:

NOLLEY CARIBBEAN PROPERTIES, L.L.C.,
a Wyoming limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2020, by _____, as _____ of NOLLEY CARIBBEAN PROPERTIES, L.L.C., a Wyoming limited liability company, on behalf of said company.

(seal)

Notary Public Signature

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
_____, _____

ATTEST:

Brenda Dennis, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on _____, 2020, by
_____, _____ of the City of Schertz, Texas, a Texas
home-rule municipality, on behalf of said municipality.

(seal)

Notary Public Signature

Consent, Joinder and Subordination by Lender

The undersigned, _____, as _____ of PATE-CHEN INVESTMENTS, L.L.C., hereby joins in the execution of this Agreement to evidence its consent and agreement to the terms and provisions hereof, and to confirm and agree that any and all liens held by the undersigned, whether by Deed of Trust, reservation in a deed, constitutional, contractual or otherwise, are subject and subordinate to the terms and provisions of this wastewater easement, as the same may be amended or modified from time-to-time. Without limiting the preceding general statement, it is agreed that the following liens are hereby subordinated to the terms of this Wastewater Easement Agreement: *Deed of Trust to secure a Note: Grantor: Nolley Caribbean Properties, L.L.C., Trustee: Diego A. Lopez, Beneficiary: Pate-Chen Investments L.L.C., Dated: June 13, 2017, Recorded: June 15, 2017, in County Clerk's File No. 201706029110, of the Official Public records of Comal County, Texas.*

PATE-CHEN INVESTMENTS, L.L.C.

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____, as _____, of PATE-CHEN INVESTMENTS, L.L.C., on behalf of said company.

Notary Public, State of Texas

My Commission Expires: _____, 20____

EXHIBIT "A"

SKETCH OF EASEMENT PROPERTY

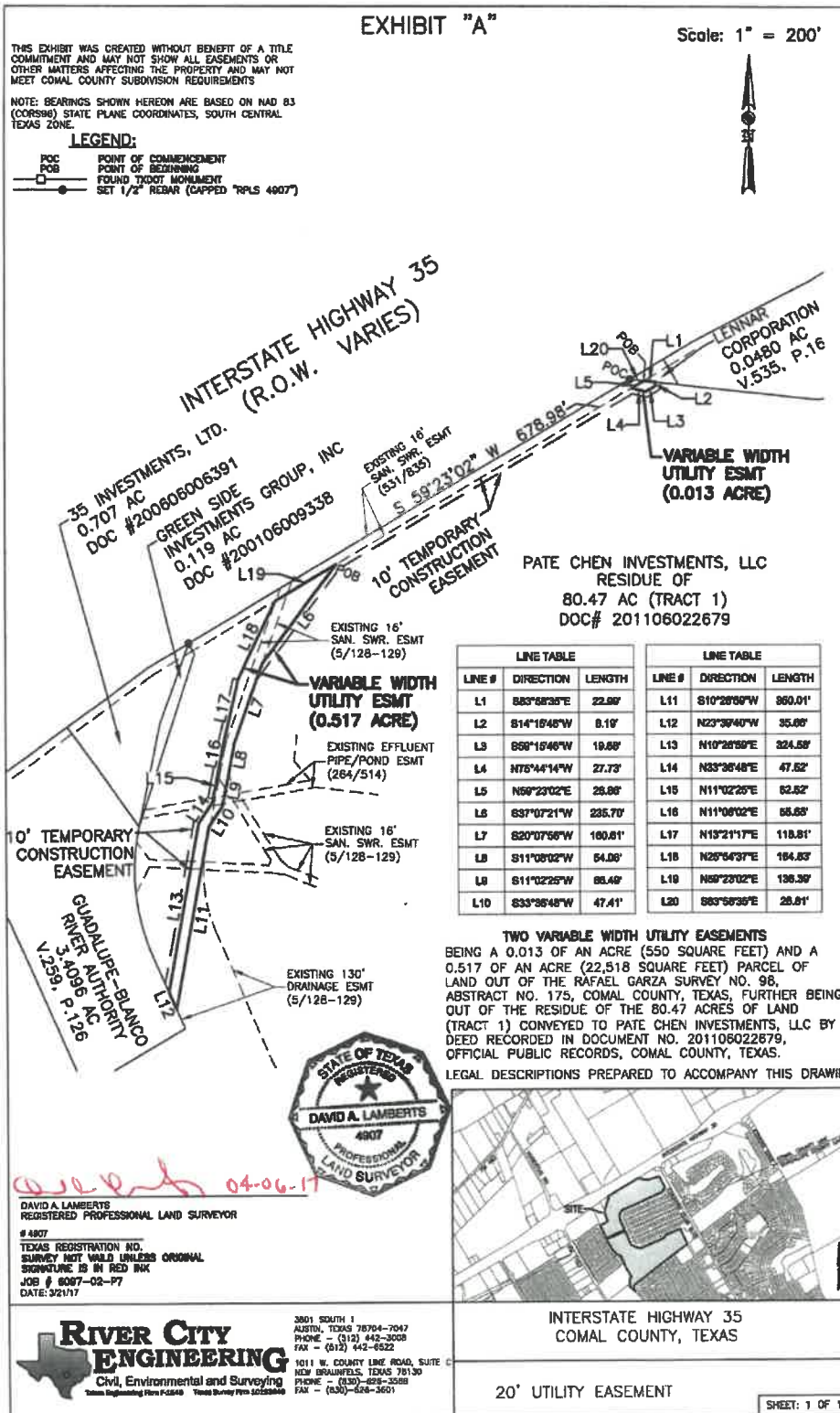


EXHIBIT "B"
LEGAL DESCRIPTION OF EASEMENT PROPERTY

River City Engineering
1011 W. County Line Road * NEW BRAUNFELS, TX. 78130
PHONE (830) 625-0337 FAX (830) 625-0858
dlamberts@rcetx.com
Firm Registration #10193949

VARIABLE WIDTH UTILITY EASEMENT
EXHIBIT "B"

Being a 0.517 of an acre (22,518 square feet) parcel of land out of the Rafael Garza Survey No. 98, Abstract No. 175, Comal County, Texas, further being out of the residue of that certain called 80.47 acre parcel (Tract 1) conveyed to Pate Chen Investments, LLC by deed recorded in Document No. 201106022679 of the Official Public Records of Comal County, Texas; Said 0.517 of an acre parcel being more particularly described by metes and bounds as follows with all bearings called for herein based on the Texas Coordinate System as established from the North American Datum of 1983 (CORS96) for the South Central Zone:

COMMENCING at a ½ inch rebar set (capped "RPLS 4907") on the southeasterly right-of-way line of Interstate Highway 35 for the most northerly corner of said residue of said 80.47 acre parcel, same being the most westerly corner of that certain called 0.0480 of an acre parcel conveyed to Lennar Corporation (U.S. Home Corporation) by deed recorded in Volume 535, Page 16 of said Official Public Records;

THENCE departing said right-of-way line and with the common line of said residue of said 80.47 acre parcel with said 0.0480 of an acre parcel, South 83 deg 58' 35" East, a distance of 26.81 feet to a point on the southeasterly line of an existing 16' wide sanitary sewer easement recorded in Volume 531, Page 835 of said Official Public Records;

THENCE with the southeasterly line of said 16' sanitary sewer easement, South 59 deg 23' 02" West, a distance of 678.98 feet to a point for a the northeasterly corner and POINT OF BEGINNING of this parcel;

THENCE into said residue of said 80.47 acre parcel, South 37 deg 07' 21" West, a distance of 235.70 feet to a point for angle;

THENCE South 20 deg 07' 56" West, a distance of 160.61 feet to a point for angle;

THENCE South 11 deg 08' 02" West, a distance of 54.06 feet to a point for angle;

THENCE South 11 deg 02' 25" West, a distance of 66.49 feet to a point for angle;

THENCE South 33 deg 36' 48" West, a distance of 47.41 feet to a point for angle;

EXHIBIT "B"
VARIABLE WIDTH UTILITY EASEMENT
(cont.)

THENCE South 10 deg 26' 59" West, a distance of 350.01 feet to a point on the common line of said residue of said 80.47 acre parcel with that certain called 3.4096 acre parcel conveyed to Guadalupe-Blanco River Authority by deed recorded in Volume 259, Page 126 of the Deed Records of Comal County, Texas for the southeasterly corner of this parcel;

THENCE with said common line, North 23 deg 39' 40" East, a distance of 35.66 feet to a point for the southwesterly corner of this parcel;

THENCE crossing said residue of said 80.47 acre parcel, North 10 deg 26' 59" East, a distance of 324.58 feet to a point for angle;

THENCE North 33 deg 36' 48" East, a distance of 47.52 feet to a point for angle;

THENCE North 11 deg 02' 25" East, a distance of 62.52 feet to a point for angle;

THENCE North 11 deg 08' 02" East, a distance of 55.65 feet to a point for angle;

THENCE North 13 deg 21' 17" East, a distance of 118.81 feet to a point for angle;

THENCE North 25 deg 54' 37" East, a distance of 164.83 feet to a point on the southeasterly line of the aforementioned 16' sanitary sewer easement for the northwesterly corner of this parcel;

THENCE with said southeasterly line of said easement, North 59 deg 23' 02" East, a distance of 136.39 feet to the POINT OF BEGINNING and containing 0.517 of an acre (22,518 square feet) of land.



David A. Lamberts 04-06-17
David A. Lamberts R.P.L.S. No. 4907
J.O. No. 6097-02-P7B
(Drawing prepared to accompany this description)

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

WASTEWATER EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

GRANT OF EASEMENT:

NOLLEY CARIBBEAN PROPERTIES, L.L.C., a Wyoming limited liability company, with offices located at 300 Arcadia Court Pittsburgh, PA 15237 ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF SCHERTZ, TEXAS**, a Texas home-rule city, with offices located at 1400 Schertz Parkway, Schertz, Texas 78154 ("Grantee"), an easement and right-of-way ("Easement") upon and across the property of Grantor which is shown on the sketch in **Exhibit "A"** and more particularly described on **Exhibit "B"**, attached hereto and incorporated herein by reference ("Easement Property"),

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights, and privileges and on the terms and conditions set forth below; and Grantor, subject to the Exceptions, to Warranty, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

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

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

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

3. *Purpose and Scope of Easement.* The Easement shall be used solely for one sanitary sewer pipeline, with the pipe measuring no more than 12 inches in diameter, and related necessary appurtenant facilities to the sanitary sewer pipeline, such pipeline to be buried to a minimum depth of 4 feet from the top of the pipeline to the surface of the ground, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of one 12 inch sanitary sewer pipeline and related necessary appurtenant facilities, to the sanitary sewer pipeline. Above-ground appurtenances are limited to air release valves for the sanitary sewer pipeline. The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, and replacement of the sanitary sewer pipeline and related necessary appurtenant facilities. After construction of the sanitary sewer pipeline, Holder shall grade the surface of the ground within the Easement Property and restore it to the condition in which it existed before construction of the sanitary sewer pipeline and related necessary appurtenances, and if Holder replaces, repairs, maintains, relocates, or removes the sanitary sewer pipeline and/or related necessary appurtenances, Holder shall restore Grantee's Property to the condition in which it existed before such replacement, repair, maintenance, relocation, or removal. Holder shall have no right to fence or enclose the Easement Property. The Easement is granted subject to other existing easements of record at the time of this grant.
4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
5. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor and Grantor's heirs, successors, and assigns retain the right to use all or part of the Easement Property in conjunction with Holder under the following conditions: such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose; and Grantor may not construct any building, vertical structure or obstruction on the Easement Property, but Grantor may construct streets, driveways, drive aisles and parking facilities, together with the necessary paving, on the Easement Property. Grantor retains the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement. Written approval of Holder must be obtained prior to any use or improvement of Easement Property not permitted herein, which approval shall not be unreasonably withheld.
6. *Temporary Construction Easement.* Holder has the right (the "Temporary Construction Easement") to use the surface of the 10-foot wide area adjacent to the Easement Property ("Temporary Construction Area"), to assist in the initial installation of the sanitary sewer pipeline, which Temporary Construction Easement shall expire on the 180th day after construction begins on the sanitary sewer pipeline on the property. Holder shall promptly restore the area of the

Temporary Construction Area to its previous physical condition if changed by use of the rights granted by this Temporary Construction Easement.

7. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 8, immediately below, improvement and maintenance of the Easement Property and the sanitary sewer pipeline and related necessary appurtenant facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments installed on the Easement Property in violation of the terms set forth in this instrument, but Holder agrees that Grantor shall have the right to construct streets, driveways and drive aisles, and parking facilities, together with the necessary parking, on the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the sanitary sewer pipeline and related necessary appurtenant facilities under or across any portion of the Easement Property. Above-ground appurtenances are limited to air release valves for the sanitary sewer pipeline. All matters concerning the sanitary sewer pipeline and related necessary appurtenant facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Holder will also replace to their original condition any landscaping, driveways or parking areas that were in existence prior to the granting of the Easement Property and are damaged in connection with the work.
8. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to maintain the surface of the Easement Property, including the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash. Any permitted improvement made by Grantor within the Easement Property must comply with applicable ordinances, development codes and engineering guidelines of the City of Schertz, and must not conflict with use of the Easement for its intended purpose as described herein.
9. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, with the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
10. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

11. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
12. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
13. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
14. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
15. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
16. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
17. *Exceptions to Warranty.* This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable.
18. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
19. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given

by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

20. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
21. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2020.

GRANTOR:

NOLLEY CARIBBEAN PROPERTIES, L.L.C.,
a Wyoming limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2020, by _____, as _____ of NOLLEY CARIBBEAN PROPERTIES, L.L.C., a Wyoming limited liability company, on behalf of said company.

Notary Public Signature

(seal)

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
_____, _____

ATTEST:

Brenda Dennis, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on _____, 2020, by
_____, _____ of the City of Schertz, Texas, a Texas
home-rule municipality, on behalf of said municipality.

(seal)

Notary Public Signature

Consent, Joinder and Subordination by Lender

The undersigned, _____, as _____ of PATE-CHEN INVESTMENTS, L.L.C., hereby joins in the execution of this Agreement to evidence its consent and agreement to the terms and provisions hereof, and to confirm and agree that any and all liens held by the undersigned, whether by Deed of Trust, reservation in a deed, constitutional, contractual or otherwise, are subject and subordinate to the terms and provisions of this wastewater easement, as the same may be amended or modified from time-to-time. Without limiting the preceding general statement, it is agreed that the following liens are hereby subordinated to the terms of this Wastewater Easement Agreement: *Deed of Trust to secure a Note: Grantor: Nolley Caribbean Properties, L.L.C., Trustee: Diego A. Lopez, Beneficiary: Pate-Chen Investments L.L.C., Dated: June 13, 2017, Recorded: June 15, 2017, in County Clerk's File No. 201706029110, of the Official Public records of Comal County, Texas.*

PATE-CHEN INVESTMENTS, L.L.C.,

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020,
by _____, as _____, of PATE-CHEN
INVESTMENTS, L.L.C., on behalf of said company.

Notary Public, State of Texas

My Commission Expires: _____, 20____

SKETCH OF EASEMENT PROPERTY

EXHIBIT "A"

Scale: 1" = 200'

THIS EXHIBIT WAS CREATED WITHOUT BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL EASEMENTS OR OTHER MATTERS AFFECTING THE PROPERTY AND MAY NOT MEET COJAL COUNTY SUBDIVISION REQUIREMENTS

NOTE: BEARINGS SHOWN HEREON ARE BASED ON NAD 83
(CORS96) STATE PLANE COORDINATES, SOUTH CENTRAL
TEXAS ZONE.

LEGEND:

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
FOUND TIDOT MONUMENT
SET 1/2" REBAR (CAPED "NPLS 4007")



INTERSTATE HIGHWAY 35
(R.O.W. VARIES)

35 INVESTMENTS, LTD.
0.707 AC
DOC #200606006391
GREEN SIDE
INVESTMENT
19 AC

0606006391
GREEN SIDE
INVESTMENTS GROUP, INC
0.119 AC
DOC #200106009338
L19

EXISTING 16'
SAN. SWR. ESMT
(531/835)

TING 16'
SWR. ESMT
28-129)

EXISTING 16'
SAN. SWR. ESMT
(5/128-129)

EXISTING EFFLUENT
PIPE/POND ESMT
(284/514)

EXISTING EFFLUENT
-PIPE/POND ESMT
(284/514)

EXISTING 16'
-SAN. SWR. ESMT
(5/128-129)

EXISTING 16'
-SAN. SWR. ESMT
(5/128-129)

EXISTING 130'
DRAINAGE ESMT
(5/128-129)

EXISTING 130'
DRAINAGE ESMT
(5/128-129)

PATE CHEN INVESTMENTS, LLC
RESIDUE OF
80.47 AC (TRACT 1)
DOC# 201106022679

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S85°58'30"E	22.99'	L11	N10°28'59"W	350.51'
L2	S14°15'48"W	61.16'	L12	N23°38'40"W	35.88'
L3	S59°15'45"W	19.85'	L13	N10°28'59"E	324.56'
L4	N75°44'14"W	27.73'	L14	N33°38'48"E	47.52'
L5	N56°23'02"E	25.85'	L15	N11°02'25"E	62.52'
L6	S37°07'21"W	238.70'	L16	N11°08'02"E	55.85'
L7	S20°07'56"W	180.51'	L17	N13°21'17"E	118.51'
L8	S11°08'02"W	54.05'	L18	N25°54'37"E	164.53'
L9	S11°02'25"W	88.48'	L19	N59°23'02"E	136.36'
L10	S33°35'48"W	37.41'	L20	S65°28'39"E	25.51'

TWO VARIABLE WIDTH UTILITY EASEMENTS
BEING A 0.013 OF AN ACRE (550 SQUARE FEET) AND A
0.517 OF AN ACRE (22,518 SQUARE FEET) PARCEL OF
LAND OUT OF THE RAFAEL GARZA SURVEY NO. 98,
ABSTRACT NO. 175, COMAL COUNTY, TEXAS, FURTHER BEING
OUT OF THE RESIDUE OF THE 80.47 ACRES OF LAND
(TRACT 1) CONVEYED TO PATE CHEN INVESTMENTS, LLC BY
DEED RECORDED IN DOCUMENT NO. 201106022879,
OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS.

LEGAL DESCRIPTIONS PREPARED TO ACCOMPANY THIS DRAWING



DAVID A. LAMBERTS
REGISTERED PROFESSIONAL LAND SURVEYOR

4907

TEXAS REGISTRATION NO.
SURVEY NOT VALID UNLESS ORIGINAL

SIGNATURE IS IN RED INK
100-4-2007-03-RT

DATE: 3/21/17



3801 SOUTH 1
AUSTIN, TEXAS 78704-7047
PHONE - (512) 642-3008
FAX - (512) 442-8822

1011 W. COUNTY LINE ROAD, SUITE C
NEW BRAUNFELS, TEXAS 78130
PHONE - (830)-626-3588
FAX - (830)-626-3601

INTERSTATE HIGHWAY 35
COMAL COUNTY, TEXAS

20' UTILITY EASEMENT

SHEET: 1 OF 1

EXHIBIT "B"
LEGAL DESCRIPTION OF EASEMENT PROPERTY

River City Engineering
1011 W. County Line Road * NEW BRAUNFELS, TX. 78130
PHONE (830) 625-0337 FAX (830) 625-0858
dlamberts@rcetx.com
Firm Registration #10193949

VARIABLE WIDTH UTILITY EASEMENT
EXHIBIT "B"

Being a 0.013 of an acre (550 square feet) parcel of land out of the Rafael Garza Survey No. 98, Abstract No. 175, Comal County, Texas, further being out of the residue of that certain called 80.47 acre parcel (Tract 1) conveyed to Pate Chen Investments, LLC by deed recorded in Document No. 201106022679 of the Official Public Records of Comal County, Texas; Said 0.013 of an acre parcel being more particularly described by metes and bounds as follows with all bearings called for herein based on the Texas Coordinate System as established from the North American Datum of 1983 (CORS96) for the South Central Zone:

COMMENCING at a ½ inch rebar set (capped "RPLS 4907") on the southeasterly right-of-way line of Interstate Highway 35 for the most northerly corner of said residue of said 80.47 acre parcel, same being the most westerly corner of that certain called 0.0480 of an acre parcel conveyed to Lennar Corporation (U.S. Home Corporation) by deed recorded in Volume 535, Page 16 of said Official Public Records;

THENCE departing said right-of-way line and with the common line of said residue of said 80.47 acre parcel with said 0.0480 of an acre parcel, South 83 deg 58' 35" East, a distance of 26.81 feet to a point on the southeasterly line of an existing 16' wide sanitary sewer easement recorded in Volume 531, Page 835 of said Official Public Records for the most northerly corner and POINT OF BEGINNING of this parcel;

THENCE continuing with said common line, South 83 deg 58' 35" East, a distance of 22.99 feet to a point for a corner of this parcel;

THENCE into said residue of said 80.47 acre parcel, South 14 deg 15' 46" West, a distance of 8.19 feet to a point for angle;


THENCE South 59 deg 15' 46" West, a distance of 19.88 feet to a point for the most southerly corner of this parcel;

THENCE North 75 deg 44' 14" West, a distance of 27.73 feet to a point on the southeasterly line of the aforementioned 16' sanitary sewer easement for the most westerly corner of this parcel;

EXHIBIT "B"
VARIABLE WIDTH UTILITY EASEMENT
(cont.)

THENCE with said southeasterly line of said easement, North 59 deg 23' 02" East, a distance of 26.86 feet to the POINT OF BEGINNING and containing 0.013 of an acre (550 square feet) of land.



 04-26-17
David A. Lamberts R.P.L.S. No. 4907
J.O. No. 6097-02-P7A
(Drawing prepared to accompany this description)

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

WASTEWATER EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

GRANT OF EASEMENT:

NOLLEY CARIBBEAN PROPERTIES, L.L.C., a Wyoming limited liability company, with offices located at 300 Arcadia Court Pittsburgh, PA 15237 ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF SCHERTZ, TEXAS**, a Texas home-rule city, with offices located at 1400 Schertz Parkway, Schertz, Texas 78154 ("Grantee"), an easement and right-of-way ("Easement") upon and across the property of Grantor which is shown on the sketch in **Exhibit "A"** and more particularly described on **Exhibit "B"**, attached hereto and incorporated herein by reference ("Easement Property"),

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights, and privileges and on the terms and conditions set forth below; and Grantor, subject to the Exceptions, to Warranty, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

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

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

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

3. *Purpose and Scope of Easement.* The Easement shall be used solely for one sanitary sewer pipeline, with the pipe measuring no more than 12 inches in diameter, and related necessary appurtenant facilities to the sanitary sewer pipeline, such pipeline to be buried to a minimum depth of 4 feet from the top of the pipeline to the surface of the ground, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of one 12 inch sanitary sewer pipeline and related necessary appurtenant facilities, to the sanitary sewer pipeline. Above-ground appurtenances are limited to air release valves for the sanitary sewer pipeline. The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, and replacement of the sanitary sewer pipeline and related necessary appurtenant facilities. After construction of the sanitary sewer pipeline, Holder shall grade the surface of the ground within the Easement Property and restore it to the condition in which it existed before construction of the sanitary sewer pipeline and related necessary appurtenances, and if Holder replaces, repairs, maintains, relocates, or removes the sanitary sewer pipeline and/or related necessary appurtenances, Holder shall restore Grantee's Property to the condition in which it existed before such replacement, repair, maintenance, relocation, or removal. Holder shall have no right to fence or enclose the Easement Property. The Easement is granted subject to other existing easements of record at the time of this grant.
4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
5. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor and Grantor's heirs, successors, and assigns retain the right to use all or part of the Easement Property in conjunction with Holder under the following conditions: such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose; and Grantor may not construct any building, vertical structure or obstruction on the Easement Property, but Grantor may construct streets, driveways, drive aisles and parking facilities, together with the necessary paving, on the Easement Property. Grantor retains the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement. Written approval of Holder must be obtained prior to any use or improvement of Easement Property not permitted herein, which approval shall not be unreasonably withheld.
6. *Temporary Construction Easement.* Holder has the right (the "Temporary Construction Easement") to use the surface of the 10-foot wide area adjacent to the Easement Property ("Temporary Construction Area"), to assist in the initial installation of the sanitary sewer pipeline, which Temporary Construction Easement shall expire on the 180th day after construction begins on the sanitary sewer pipeline on the property. Holder shall promptly restore the area of the

Temporary Construction Area to its previous physical condition if changed by use of the rights granted by this Temporary Construction Easement.

7. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 8, immediately below, improvement and maintenance of the Easement Property and the sanitary sewer pipeline and related necessary appurtenant facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments installed on the Easement Property in violation of the terms set forth in this instrument, but Holder agrees that Grantor shall have the right to construct streets, driveways and drive aisles, and parking facilities, together with the necessary parking, on the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the sanitary sewer pipeline and related necessary appurtenant facilities under or across any portion of the Easement Property. Above-ground appurtenances are limited to air release valves for the sanitary sewer pipeline. All matters concerning the sanitary sewer pipeline and related necessary appurtenant facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Holder will also replace to their original condition any landscaping, driveways or parking areas that were in existence prior to the granting of the Easement Property and are damaged in connection with the work.
8. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to maintain the surface of the Easement Property, including the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash. Any permitted improvement made by Grantor within the Easement Property must comply with applicable ordinances, development codes and engineering guidelines of the City of Schertz, and must not conflict with use of the Easement for its intended purpose as described herein.
9. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, with the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
10. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

11. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
12. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
13. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
14. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
15. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
16. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
17. *Exceptions to Warranty.* This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable.
18. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
19. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given

by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

20. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
21. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2020.

GRANTOR:

NOLLEY CARIBBEAN PROPERTIES, L.L.C.,
a Wyoming limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2020, by _____, as _____ of NOLLEY CARIBBEAN PROPERTIES, L.L.C., a Wyoming limited liability company, on behalf of said company.

Notary Public Signature

(seal)

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
_____, _____

ATTEST:

Brenda Dennis, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on _____, 2020, by
_____, _____ of the City of Schertz, Texas, a Texas
home-rule municipality, on behalf of said municipality.

(seal)

Notary Public Signature

Consent, Joinder and Subordination by Lender

The undersigned, _____, as _____ of PATE-CHEN INVESTMENTS, L.L.C., hereby joins in the execution of this Agreement to evidence its consent and agreement to the terms and provisions hereof, and to confirm and agree that any and all liens held by the undersigned, whether by Deed of Trust, reservation in a deed, constitutional, contractual or otherwise, are subject and subordinate to the terms and provisions of this wastewater easement, as the same may be amended or modified from time-to-time. Without limiting the preceding general statement, it is agreed that the following liens are hereby subordinated to the terms of this Wastewater Easement Agreement: *Deed of Trust to secure a Note: Grantor: Nolley Caribbean Properties, L.L.C., Trustee: Diego A. Lopez, Beneficiary: Pate-Chen Investments L.L.C., Dated: June 13, 2017, Recorded: June 15, 2017, in County Clerk's File No. 201706029110, of the Official Public records of Comal County, Texas.*

PATE-CHEN INVESTMENTS, L.L.C.,

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____, as _____, of PATE-CHEN INVESTMENTS, L.L.C., on behalf of said company.

Notary Public, State of Texas

My Commission Expires: _____, 20____

EXHIBIT "A"

SKETCH OF EASEMENT PROPERTY

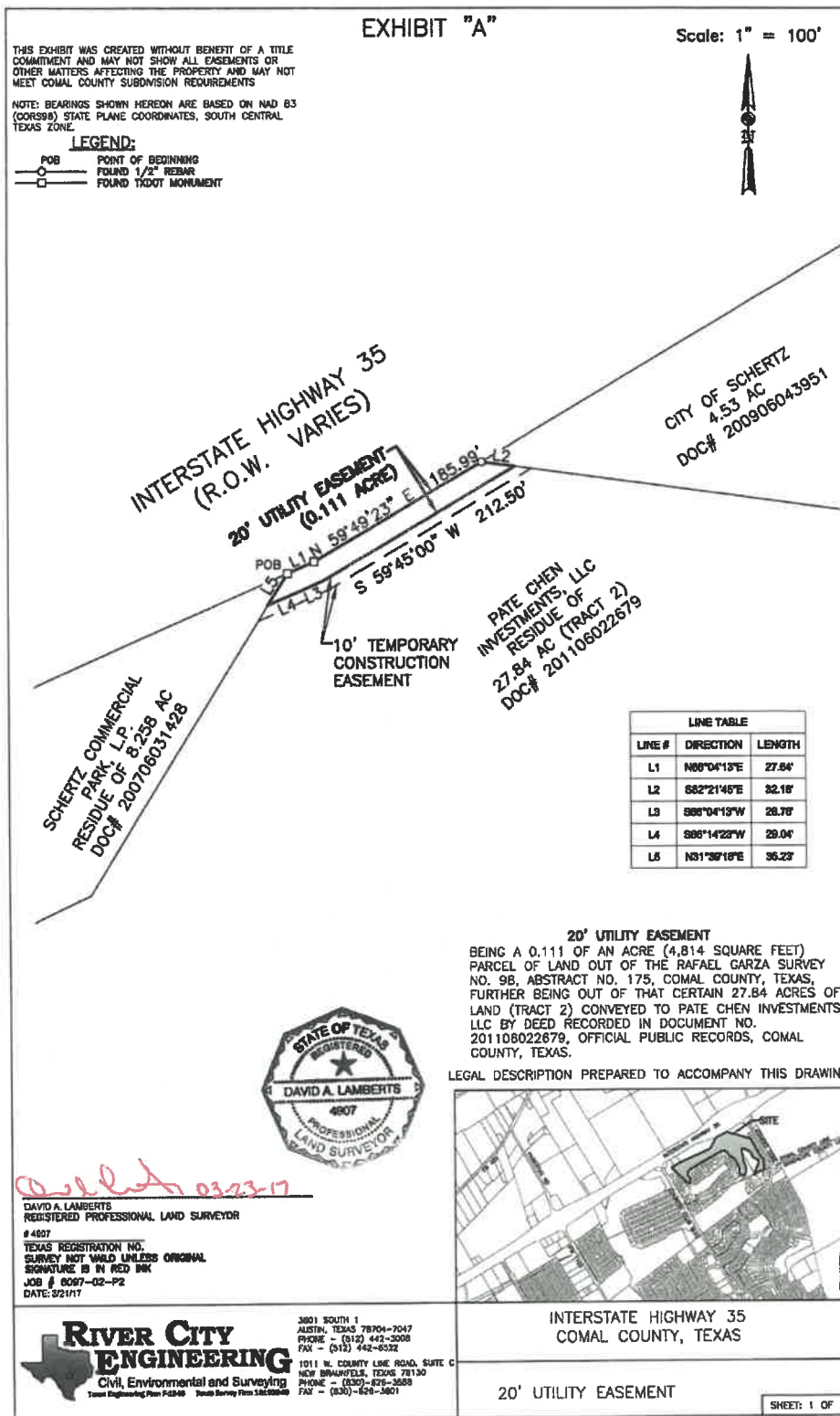


EXHIBIT "B"
LEGAL DESCRIPTION OF EASEMENT PROPERTY

River City Engineering
1011 W. County Line Road * NEW BRAUNFELS, TX. 78130
PHONE (830) 625-0337 FAX (830) 625-0858
dlamberts@rcetx.com
Firm Registration #10193949

20' UTILITY EASEMENT
EXHIBIT "B"

Being a 0.111 of an acre (4,814 square feet) parcel of land out of the Rafael Garza Survey No. 98, Abstract No. 175, Comal County, Texas, further being out of the residue of that certain called 27.84 acre parcel (Tract 2) conveyed to Pate Chen Investments, LLC by deed recorded in Document No. 201106022679 of the Official Public Records of Comal County, Texas; Said 0.111 of an acre parcel being more particularly described by metes and bounds as follows with all bearings called for herein based on the Texas Coordinate System as established from the North American Datum of 1983 (CORS96) for the South Central Zone:

BEGINNING at a TXDOT monument found on the southeasterly right-of-way line of Interstate Highway 35 for the most westerly corner and POINT OF BEGINNING of this parcel, same being the most westerly corner of said residue of said 27.84 acre parcel and the most northerly corner of the residue of that certain called 8.258 acre parcel conveyed to Schertz Commercial Park, L.P. by deed recorded in Document No. 200706031428 of said Official Public Records;

THENCE with said right-of-way line, the following two (2) courses:

- 1). North 66 deg 04' 13" East, a distance of 27.64 feet to a TXDOT monument found for angle;
- 2). North 59 deg 49' 23" East, a distance of 185.99 feet to a ½ inch rebar found for the most northerly corner of this parcel, same being the most northerly corner of said residue of said 27.84 acre parcel and the most westerly corner of that certain called 4.53 acre parcel conveyed to the City of Schertz by deed recorded in Document No. 200906043951 of said Official Public Records;

THENCE departing said right-of-way line and with the common line of said residue of said 27.84 acre parcel with said 4.53 acre parcel, South 82 deg 21' 45" East, a distance of 32.18 feet to a point for the most easterly corner of this parcel;

THENCE with a line 20.00 feet from and parallel to said right-of-way line of Interstate Highway 35, the following three (3) courses:

- 1). South 59 deg 45' 00" West, a distance of 212.50 feet to a point for angle;
- 2). South 66 deg 04' 13" West, a distance of 28.76 feet to a point for angle;
- 3) South 66 deg 14' 23" West, a distance of 29.04 feet to a point on the common line of said residue of said 27.84 acre parcel with the residue of said 8.258 acre parcel for the most southerly corner of this parcel;

EXHIBIT "B"
20' UTILITY EASEMENT
(cont.)

THENCE with said common line, North 31 deg 39' 18" East, a distance of 35.23 feet to the POINT OF BEGINNING and containing 0.111 of an acre (4,814 square feet) of land.



David A. Lamberts 03-23-17
David A. Lamberts R.P.L.S. No. 4907
J.O. No. 6097-02-P2
(Drawing prepared to accompany this description)

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021
Department: Finance
Subject: Ordinance No. 21-T-41 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the FY 2020-21 Budget, and other matters in connection therewith. *Final Reading* (M. Browne, B. James, J. Walters)

BACKGROUND

The City Budget for FY 2020-21 was approved by Ordinance 20-T-31. The budget can be modified by council authorization when necessary throughout the year.

As staff reviewed accounts coming to close at the end of the year, it became apparent some accounts would be over budget without further action. Many of those accounts will be covered by contingency authorized by the City Manager but some funds will need Council authorizations to authorize a transfer of budget between departments and an increase in the General Fund from sales taxes.

Staff proposes to increase the Fire Department's personnel lines by \$466,375 and cover the increase with \$40,000 from Planning & Zoning personnel and \$80,000 from Streets personnel, savings due to turnover and extended vacancies, to the Fire personnel lines and an increase in sales taxes of \$346,375.

Fire department's personnel increase was due to the pay structure changes in February 2021. EMS and Police also saw increases but were able to cover their increase with vacancy savings, operational savings, and use of contingency.

Staff also proposes to transfer the water meter purchase budget from the Water & Sewer Admin over to Utility Billing as Utility Billing has take over ordering the meters and were already responsible for managing the installs. This transfer will be \$125,000 of the existing budget for this purpose and will not change the overall budget in the Water & Sewer Fund.

UPDATE: Included in the second reading is an adjustment to provide funding for the Women Hollering Trunk Line project. This adjustment will transfer \$7,795,000 from Sewer Capital Recovery reserves to the project. This will leave \$125,000 remaining in the Sewer Impact Fee Fund for misc expenditures as needed.

GOAL

To approve the budget adjustment for projected overbudget accounts.

COMMUNITY BENEFIT

To maintain a complete and balanced budget.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Ordinance 21-T-41.

FISCAL IMPACT

This adjustment will recognize additional sales tax revenue of \$346,375 and allocate that to the Fire Department's personnel lines. All other adjustments are transfers between departments and do not change the overall approved budgets.

This adjustment will transfer \$7,795,000 from the Sewer Capital Recovery Fund to the Woman Hollering Trunk Line project. After the transfer, \$108,000 will remain in the fund for any misc expenditures related to the impact fees.

RECOMMENDATION

Staff recommends approval of Ordinance 21-T-41.

Attachments

Ordinance 21-T-41

ORDINANCE NO. 21-T-41

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2020-2021 BUDGET, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 20-T-31, the City of Schertz (the “City”) adopted the budget for the City for the fiscal year 2020-2021 (the “Budget”), which provides funding for the City’s operations throughout the 2020-2021 fiscal year; and

WHEREAS, the City needs to increase the budget by \$346,375 for Fire Department Personnel Costs; and

WHEREAS, the City needs to transfer \$40,000 from Planning & Zoning and \$80,000 from Streets to Fire Personnel Costs; and

WHEREAS, the City needs to transfer \$125,000 from Water & Sewer Administration to Utility Billing for water meter purchases; and

WHEREAS, the City needs to increase the budget by \$7,795,000 for the Woman Hollering Trunk Line project; and

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

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to adjust the Budget and approve the increase in Fire Department Personnel and to transfer the budget related to water meter purchases from Water & Sewer Administration to Utility Billing, as more fully set forth in this Ordinance.

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

Section 1. The City shall increase Fire Department’s Personnel Budget by \$466,375 for personnel costs related to the pay structure change.

Section 2. The City shall decrease Planning & Zoning Personnel Budget by \$40,000 and Streets Personnel Budgets by \$80,000 to reallocate savings due to position vacancies.

Section 3. The City shall recognize an additional \$346,375 in Sales Tax revenues.

Section 4. The City shall transfer \$125,000 from Water & Sewer Administration to Utility Billing for the purchase of water meters.

Section 5. The City shall increase the project budget of the Woman Hollering Trunk Line project by \$7,795,000 funded by a transfer from reserves in the Sewer Capital Impact Fee Fund.

Section 6. 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 7. 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 8. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 9. 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 10. 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 11. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED ON FIRST READING, the 14th day of September, 2021.

PASSED, APPROVED and ADOPTED ON SECOND READING, the 28th day of September, 2021.

CITY OF SCHERTZ, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021
Department: Finance
Subject: Resolution 21-R-111 - Consideration and approval of a Resolution relating to establishing the City's intention to reimburse itself for the prior lawful expenditure of funds relating to constructing various City Improvements from the proceeds of tax-exempt obligations to be issued by the City for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date. (Mark Browne/ James Walters/A. Freeman)

BACKGROUND

Section 1201.042 of the Texas Government Code allows for the city to reimburse itself for expenses made before debt is issued. This is most helpful when the intent of issuing debt is already established but the project needs to be started before the bonds are issued. This delay could be due to timing constraints or to consolidate debt to reduce issuing costs.

This resolution is related to the Woman Hollering Sewer Trunk Line project. Staff had been aware that there were not enough sewer impact fees available to complete the project. As this is an eligible impact fee project, any debt issued can be repaid from future impact fee collections. This way it would not affect current utility rates or impede other maintenance projects.

This resolution will allow the City to reimburse itself from bonds issued in July/August of 2022. This would be combined into any other bond issues to reduce costs related to the sale of bonds.

This resolution does not obligate the City to issue bonds for this project. Council can decide not to issue debt for this project if other funding sources become available.

GOAL

Ensure adequate funding is available for the Woman Hollering Trunk Line Project.

COMMUNITY BENEFIT

This line would provide sewer service for a large area in southern Schertz.

SUMMARY OF RECOMMENDED ACTION

Staff recommends adopting this resolution in order to reimburse the city with the sale of bonds.

FISCAL IMPACT

The estimated total construction cost is \$11,583,000. The project will be funded from the remainder of the 2013 Bonds for this project, \$7,795,000 million from Sewer Capital Recovery, and \$2,200,000 from the sale of debt.

RECOMMENDATION

Staff recommends approval of resolution 21-R-111 with the motion

"I MOVE THAT THE CITY COUNCIL ADOPT A REIMBURSEMENT RESOLUTION 21-R-111"

Attachments

Resolution 21-R-111

RESOLUTION NO. 21-R-111

A RESOLUTION RELATING TO ESTABLISHING THE CITY'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO CONSTRUCTING VARIOUS CITY IMPROVEMENTS FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE CITY FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the *Governing Body*) of the City of Schertz, Texas (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) designing, constructing, acquiring, purchasing, renovating, equipping, enlarging, and improving the City's utility system (and any necessary or related removal of existing facilities), and the purchase of materials, supplies, equipment, machinery, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements (the *Construction Costs*), (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*), (iii) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*), and (iv) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, project consultant, other professionals, and bond printer (the *Administrative Costs*) [the Construction Costs, the Engineering Costs, the Architectural Costs, and the Administrative Costs collectively constitute the costs of the Issuer's projects that are the subject of this Resolution (the *Project*)]; and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code (*Section 1201.042*) provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in the principal amount of not to exceed \$2,200,000 to finance a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the Issuer; now, therefore,

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

SECTION 1. This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) or to be incurred with respect to the Project from the Issuer's General Fund or other lawfully available funds of the Issuer.

SECTION 2. The Issuer intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

SECTION 3. The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 4. The Issuer intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

SECTION 5. This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

SECTION 6. With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of "replacement proceeds", as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations.

SECTION 7. 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 Governing Body.

SECTION 8. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10. 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 Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank]

PASSED, ADOPTED AND APPROVED on this the 28th day of September, 2021.

CITY OF SCHERTZ, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021
Department: Engineering
Subject: Resolution No. 21-R-106 – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with Thalle Construction Co., Inc., relating to construction of the Woman Hollering Creek Wastewater Project and other matters in connection therewith. (B. James/K. Woodlee)

BACKGROUND

The Woman Hollering Creek Wastewater Trunk Main and Lift Station Project (WHC WW Project) is part of the City's effort to establish and expand public wastewater collection and conveyance service to the southern portion of Schertz. The project generally consists of 13,000 linear feet (lf) of 30-inch diameter gravity main, 1,500 lf of 18-inch gravity main, 6,000 lf of 14-inch force main, and a wastewater lift station with 16-foot diameter storage and wet wells. The wastewater main will be installed within easements acquired from 20 separate property owners. Once constructed, the project will provide the backbone to a future system that will serve approximately 4,461 acres and 6,450 dwelling units in an area known as the WHC sewershed. The project will convey wastewater to the newly constructed CCMA water reclamation plant on Trainer Hale Road.

Proposals for the WHC WW Project were opened on July 28, 2021. Six responses were received and evaluated based on qualifications of bidder and experience on similar and public projects, available resources to complete the project, corporate history and stability, references, and cost. An evaluation team reviewed the bids and supporting documentation. Of the six proposals, the best qualified and lowest cost bid was from Thalle construction Co., Inc. Staff has determined that the offer from Thalle Construction Co., Inc., is acceptable.

In addition to bidding the project with standard materials historically used in the City of Schertz, and to the capacity required today, three alternatives were bid:

1. The first was for the use of fiberglass reinforced plastic (FRP) pipe in lieu of polyvinyl chloride (PVC) pipe. The use of FRP pipe was considered because of its expected cost competitiveness at the size required. Acceptance of this alternate results in a deduction from the base bid of \$190,075 and it is recommended by Staff.
2. The second alternative bid was for the use of polymer concrete manholes instead of more commonly used precast or cast in place concrete manholes. The benefits of the use of polymer concrete manholes include corrosion resistant characteristics, high structural strength with a thinner wall, and the fact that they are manufactured in taller sections than standard concrete manholes, thus minimizing the number of joints through which groundwater infiltration commonly occurs. The cost of the alternative using the polymer concrete manholes is an addition of \$433,970 to the base bid. Because of the positive attributes of the use of polymer manholes, and because the lowest cost bid came in lower than the budget considered, staff recommends acceptance of this alternate and installation of the polymer manholes.
3. The design of the lift station and forcemain was done in a manner that would operate under existing flow conditions and provide for ease of expansion to accommodate future flow with the

addition of another pump and a parallel second forcemain. The third alternate bid was for the installation of that second forcemain at this time. By doing that, future savings would be realized since additional mobilization and inflation costs would be eliminated. The cost impact of this alternate would be an additional \$2,053,130 on this contract and is cost prohibitive at this time. Staff recommends rejection of this bid alternate.

GOAL

The goal of this resolution is for City Council to authorize the execution of a construction contract for the Woman Hollering Creek Wastewater Project with Thalle Construction Co., Inc., including the acceptance of the Base Bid as well as Alternate 1 and Alternate 2, and rejection Alternate 3 for a total agreement amount of \$10,567,170. Approval of Resolution 21-R-106 will also authorize a contingency of expenditures with Thalle not to exceed \$11,100,100.

COMMUNITY BENEFIT

Construction of the Woman Hollering Creek Wastewater Project in southern Schertz will provide wastewater conveyance capacity for existing and new development in the Woman Hollering Creek sewershed. This project will provide the initial flow of wastewater to the CCMA southern water reclamation plant that is complete, but unused to this time. Without this project, further development in this part of Schertz will be curtailed and limited to projects for which wastewater is collected and transported by truck (pumped and hauled) or treated via on site sewage facilities (OSSFs). The Woman Hollering Creek Wastewater system will provide for the conveyance of flows from the Hallie's Cove Subdivision (currently served by a pump and haul scenario). The project will also allow for elimination of the existing Sedona lift station on FM 1518 and the package wastewater treatment plant that currently treats wastewater generated by the Crossvine Subdivision and is quickly nearing maximum capacity.

SUMMARY OF RECOMMENDED ACTION

It is recommended that Council approve Resolution 21-R-106 to authorize execution of the construction contract for the Woman Hollering Creek Wastewater Project with Thalle Construction Co., Inc. for \$10,567,170 and a not to exceed amount of \$11,100,000.

FISCAL IMPACT

The not to exceed amount being authorized with Resolution 21-R-106 is \$11,100,000. Total funding needed for the current construction effort, including this construction contract together with ancillary tasks such as construction management and quality assurance services, field quality control and laboratory testing services, and extension of electric power to the lift station site is \$11,783,000. That funding is budgeted to come from 2013 Bond Sales (\$1,788,000), Wastewater Capital Recovery Funds (\$7,795,000), and planned Future Bond Sales (\$2,200,000).

RECOMMENDATION

Staff recommends Council approve Resolution 21-R-106 and authorize award of the bid for the Woman Hollering Creek Wastewater Project - accepting the Base Bid, Alternate 1, and Alternate 2 and rejecting Alternate 3 - to Thalle Construction Co., Inc. for \$10,567,170 and authorize contingency expenditures to a not to exceed total of \$11,100,000.

Attachments

Project Exhibit
Resolution 21-R-106
Itemized Bid Tabulation

Thalle Bid Form
Agreement
Evaluation Summary

RESOLUTION NO. 21-R-106

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A CONTRACT WITH THALLE CONSTRUCTION CO., INC., FOR CONSTRUCTION OF THE WOMAN HOLLERING CREEK WASTEWATER PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City accept the base bid and alternates 1 and 2 and reject alternate 3 from Thalle Construction Co., Inc., (Thalle) relating to the Woman Hollering Creek Wastewater Project; and

WHEREAS, City staff has received qualifications statements indicating the Thalle is qualified to provide such services for the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an Agreement with Thalle for an amount of \$10,567,170.

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 Thalle Construction Co., Inc., in substantially the form set forth in Exhibit A for an amount of \$10,567,170 and authorize additional expenditures as needed up to an amount not to exceed \$11,100,000.

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 28th day of September, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A
AGREEMENT

<div><div><div><div><div></div><div>CobbFendley</div></div></div><div><div>City of Schertz:</div><div>WOMAN HOLLERING CREEK SANITARY SEWER PROJECT</div><div>#2021-009</div><div>Bidders Comparison</div></div></div></div>						<div><div>\$</div><div>0.01</div></div> <div>Items in red indicate bidder included a value even though the associated line item was removed from the bid per addendum 1.</div> <div><div>\$</div><div>0.01</div></div> <div>Items in green indicate a corrected value that replaces a miscalculated value provided by the Bidder in their submittal.</div>		LEGEND																					
						August 25, 2021		Pesado Construction Company		Spiess Construction Company, Inc.		Thalle Construction		BRH Garver Construction		SJ Louis Construction		DGuerra Construction											
Item No.	Item	Quantity	Unit	Unit Cost	EOPC	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost										
BASE BID																													
1	Mobilization	1	LS	\$ 475,381.70	\$ 475,381.70	\$ 654,398.00	\$ 654,398.00	\$ 550,000.00	\$ 550,000.00	\$ 466,000.00	\$ 466,000.00	\$ 245,000.00	\$ 245,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,100,000.00	\$ 1,100,000.00												
2	SWPPP	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 1,280.00	\$ 1,280.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 155,000.00	\$ 155,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00	\$ 12,000.00												
3	Trench Safety Plan	1	LS	\$ 4,350.00	\$ 4,350.00	\$ 58,077.00	\$ 58,077.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 1.00	\$ 1.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00												
4	Grading	1	LS	\$ 9,500.00	\$ 9,500.00	\$ 41,618.00	\$ 41,618.00	\$ 12,000.00	\$ 12,000.00	\$ 1,500.00	\$ 1,500.00	\$ 168,000.00	\$ 168,000.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00												
5	Clearing and Grubbing	28.32	AC	\$ 3,000.00	\$ 84,960.00	\$ 11,749.00	\$ 332,731.68	\$ 4,000.00	\$ 113,280.00	\$ 4,500.00	\$ 127,440.00	\$ 2,400.00	\$ 67,968.00	\$ 1,060.00	\$ 30,019.20	\$ 1,500.00	\$ 42,480.00												
6	Silt Fence	23,508	LF	\$ 5.50	\$ 129,294.00	\$ 1.70	\$ 39,963.60	\$ 2.00	\$ 47,016.00	\$ 3.50	\$ 82,278.00	\$ 2.00	\$ 47,016.00	\$ 1.25	\$ 29,385.00	\$ 1.50	\$ 35,262.00												
7	Rock Berm	718	LF	\$ 42.50	\$ 30,515.00	\$ 61.00	\$ 43,798.00	\$ 20.00	\$ 14,360.00	\$ 30.00	\$ 21,540.00	\$ 19.00	\$ 13,642.00	\$ 16.00	\$ 11,488.00	\$ 35.00	\$ 25,130.00												
8	Mulch Sock	25	LF	\$ 20.00	\$ 500.00	\$ 8.00	\$ 200.00	\$ 5.00	\$ 125.00	\$ 15.00	\$ 375.00	\$ 3.00	\$ 75.00	\$ 21.00	\$ 525.00	\$ 20.00	\$ 500.00												
9	Stabilized Construction Entrance	4	EA	\$ 2,050.00	\$ 8,200.00	\$ 1,920.00	\$ 7,680.00	\$ 2,000.00	\$ 8,000.00	\$ 3,500.00	\$ 14,000.00	\$ 1,300.00	\$ 5,200.00	\$ 2,100.00	\$ 8,400.00	\$ 3,350.00	\$ 13,400.00												
10	Remove and Replace Fence	1,993	LF	\$ 25.00	\$ 49,825.00	\$ 21.00	\$ 41,853.00	\$ 15.00	\$ 29,895.00	\$ 35.00	\$ 69,755.00	\$ 7.00	\$ 13,951.00	\$ 20.00	\$ 39,860.00	\$ 25.00	\$ 49,825.00												
11	Tree Protection Fencing - 4' Fluorescent Orange Fence	1,011	LF	\$ 5.00	\$ 5,055.00	\$ 2.00	\$ 2,022.00	\$ 5.00	\$ 5,055.00	\$ 2.00	\$ 2,022.00	\$ 2.00	\$ 2,022.00	\$ 7.00	\$ 7,077.00	\$ 5.00	\$ 5,055.00												
12	Temporary Cattle Fencing	5,452	LF	\$ 35.00	\$ 190,820.00	\$ 3.50	\$ 19,082.00	\$ 11.00	\$ 59,972.00	\$ 15.00	\$ 81,780.00	\$ 6.00	\$ 32,712.00	\$ 16.00	\$ 87,232.00	\$ 5.00	\$ 27,260.00												
13	5-Strand Barbed Wire Fence (T-Post)	2,474	LF	\$ 20.00	\$ 49,480.00	\$ 6.00	\$ 14,844.00	\$ 15.00	\$ 37,110.00	\$ 15.00	\$ 37,110.00	\$ 4.00	\$ 9,896.00	\$ 18.00	\$ 44,532.00	\$ 15.00	\$ 37,110.00												
14	Roadway Excavation	35	CY	\$ 50.00	\$ 1,750.00	\$ 2.00	\$ 70.00	\$ 200.00	\$ 7,000.00	\$ 5.00	\$ 175.00	\$ 10.00	\$ 350.00	\$ 10.00	\$ 350.00	\$ 50.00	\$ 1,750.00												
15	6" PVC Sanitary Sewer Laterals, SDR 26	27	LF	\$ 90.00	\$ 2,430.00	\$ 41.00	\$ 1,107.00	\$ 300.00	\$ 8,100.00	\$ 80.00	\$ 2,160.00	\$ 101.00	\$ 2,727.00	\$ 50.00	\$ 1,350.00	\$ 125.00	\$ 3,375.00												
16	8" PVC Sanitary Sewer Laterals, SDR 26	49	LF	\$ 100.00	\$ 4,900.00	\$ 48.00	\$ 2,352.00	\$ 300.00	\$ 14,700.00	\$ 85.00	\$ 4,165.00	\$ 107.00	\$ 5,243.00	\$ 60.00	\$ 2,940.00	\$ 130.00	\$ 6,370.00												
17	6" Sanitary Sewer Service Stubs or Reconections	3	EA	\$ 2,200.00	\$ 6,600.00	\$ 265.00	\$ 795.00	\$ 1,000.00	\$ 3,000.00	\$ 1,200.00	\$ 3,600.00	\$ 600.00	\$ 1,800.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00												
18	8" Sanitary Sewer Service Stubs or Reconections	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 567.00	\$ 1,701.00	\$ 1,000.00	\$ 3,000.00	\$ 1,400.00	\$ 4,200.00	\$ 700.00	\$ 2,100.00	\$ 2,000.00	\$ 6,000.00	\$ 2,600.00	\$ 7,800.00												
19	Pavement Repair and Resurfacing	60	SY	\$ 100.00	\$ 6,000.00	\$ 68.00	\$ 4,080.00	\$ 100.00	\$ 6,000.00	\$ 200.00	\$ 12,000.00	\$ 200.00	\$ 12,000.00	\$ 110.00	\$ 6,600.00	\$ 60.00	\$ 3,600.00												
20	Concrete Driveway Repair	4	EA			\$ 5.00	\$ 2,405.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
21	Hydromulch	481	SY	\$ 9.00	\$ 4,329.00	\$ 1,280.00	\$ 615,680.00	\$ 1.00	\$ 481.00	\$ 2.00	\$ 962.00	\$ 2.00	\$ 962.00	\$ 2.00	\$ 962.00	\$ 5.00	\$ 2,405.00												
GRAVITY LINE - PIPE DEPTHS																													
22	18" Gravity Wastewater Pipe (PVC) (6' - 10')	516	LF	\$ 135.00	\$ 69,660.00	\$ 91.00	\$ 46,956.00	\$ 140.00	\$ 72,240.00	\$ 90.00	\$ 46,440.00	\$ 147.00	\$ 75,852.00	\$ 171.00	\$ 88,236.00	\$ 140.00	\$ 72,240.00												
23	18" Gravity Wastewater Pipe (PVC) (10' - 14')	795	LF	\$ 150.00	\$ 119,250.00	\$ 97.00	\$ 77,115.00	\$ 150.00	\$ 119,250.00	\$ 100.00	\$ 79,500.00	\$ 147.00	\$ 116,865.00	\$ 171.00	\$ 135,945.00	\$ 140.00	\$ 111,300.00												
24	18" Gravity Wastewater Pipe (PVC) (14' - 18')	124	LF	\$ 165.00	\$ 20,460.00	\$ 117.00	\$ 14,580.00	\$ 170.00	\$ 21,080.00	\$ 110.00	\$ 13,640.00	\$ 147.00	\$ 18,228.00	\$ 171.00	\$ 21,204.00	\$ 160.00	\$ 19,840.00												
25	30" Gravity Wastewater Pipe - C1 (PVC) (6' - 10')	378	LF	\$ 235.00	\$ 88,830.00	\$ 204.00	\$ 77,112.00	\$ 360.00	\$ 136,080.00	\$ 195.00	\$ 73,710.00	\$ 322.00	\$ 121,716.00	\$ 319.00	\$ 120,582.00	\$ 260.00	\$ 98,280.00												
26	30" Gravity Wastewater Pipe - C1 (PVC) (10' - 14')	129	LF	\$ 265.00	\$ 34,185.00	\$ 213.00	\$ 27,477.00	\$ 370.00	\$ 47,730.00	\$ 200.00	\$ 25,800.00	\$ 322.00	\$ 41,538.00	\$ 319.00	\$ 41,151.00	\$ 265.00	\$ 34,185.00												
27	30" Gravity Wastewater Pipe - C1 (PVC) (14' - 18)	215	LF	\$ 270.00	\$ 58,050.00	\$ 224.00	\$ 48,160.00	\$ 380.00	\$ 81,700.00	\$ 215.00	\$ 46,225.00	\$ 322.00	\$ 69,230.00	\$ 319.00	\$ 68,585.00	\$ 275.00	\$ 59,125.00												
28	30" Gravity Wastewater Pipe - C1 (PVC) (18' - 22')	221	LF	\$ 310.00	\$ 68,510.00	\$ 280.00	\$ 61,880.00	\$ 390.00	\$ 86,190.00	\$ 250.00	\$ 55,250.00	\$ 322.00	\$ 71,162.00	\$ 319.00	\$ 70,499.00	\$ 290.00	\$ 64,090.00												
29	30" Gravity Wastewater Pipe (PVC) (6'-10')	47	LF	\$ 235.00	\$ 11,045.00	\$ 199.00	\$ 9,353.00	\$ 360.00	\$ 16,920.00	\$ 195.00	\$ 9,165.00	\$ 322.00	\$ 15,134.00	\$ 319.00	\$ 14,993.00	\$ 260.00	\$ 12,220.00												
30	30" Gravity Wastewater Pipe (PVC) (10'-14')	5,269	LF	\$ 265.00	\$ 1,396,285.00	\$ 214.00	\$ 1,127,566.00	\$ 370.00	\$ 1,949,530.00	\$ 200.00	\$ 1,053,800.00	\$ 322.00	\$ 1,696,618.00	\$ 319.00	\$ 1,680,811.00	\$ 265.00	\$ 1,396,285.00												
31	30" Gravity Wastewater Pipe (PVC) (14'-18')	1,655	LF	\$ 270.00	\$ 446,850.00	\$ 232.00	\$ 383,960.00	\$ 380.00	\$ 628,900.00	\$ 215.00	\$ 355,825.00	\$ 322.00	\$ 532,910.00	\$ 319.00	\$ 527,945.00	\$ 270.00	\$ 446,850.00												
32	30" Gravity Wastewater Pipe (PVC) (18'-22')	949	LF	\$ 310.00	\$ 294,190.00	\$ 249.00	\$ 236,301.00	\$ 390.00	\$ 370,110.00	\$ 250.00	\$ 237,250.00	\$ 322.00	\$ 305,578.00	\$ 319.00	\$ 302,731.00	\$ 290.00	\$ 275,210.00												
33	30" Gravity Wastewater Pipe (PVC) (22'-25')	1,098	LF	\$ 315.00	\$ 345,870.00	\$ 264.00	\$ 289,872.00	\$ 400.00	\$ 439,200.00	\$ 255.00	\$ 279,990.00	\$ 322.00	\$ 353,556.00	\$ 319.00	\$ 350,262.00	\$ 290.00	\$ 318,420.00												
34	30" Gravity Wastewater Pipe (PVC) (25'-30')	1,232	LF	\$ 330.00	\$ 406,560.00	\$ 277.00	\$ 341,264.00	\$ 450.00	\$ 554,400.00	\$ 335.00	\$ 412,720.00	\$ 322.00	\$ 396,704.00	\$ 319.00	\$ 393,008.00	\$ 315.00	\$ 388,080.00												
35	30" Gravity Wastewater Pipe (PVC) (30'-35')	1,157	LF	\$ 345.00	\$ 399,165.00	\$ 347.00	\$ 401,479.00	\$ 500.00	\$ 578,500.00	\$ 520.00	\$ 601,640.00	\$ 322.00	\$ 372,554.00	\$ 319.00	\$ 369,083.00	\$ 365.00	\$ 422,305.00												
14" FORCE MAIN-PIPE DEPTHS																													
36	14" Force Main Wastewater Pipe (HDPE) (6'- 10') - Including Tracer Wire	5,062	LF	\$ 150.00	\$ 759,300.00	\$ 72.00	\$ 364,464.00	\$ 110.00	\$ 556,820.00	\$ 85.00	\$ 430,270.00	\$ 159.00	\$ 804,858.00	\$ 110.50	\$ 559,351.00	\$ 105.00	\$ 531,510.00												
37	14" Force Main Wastewater Pipe (HDPE) (10'- 14') - Including Tracer Wire	674	LF	\$ 150.00	\$ 101,100.00	\$ 80.00	\$ 53,920.00	\$ 115.00	\$ 77,510.00	\$ 90.00	\$ 60,660.00	\$ 159.00	\$ 107,166.00	\$ 110.50	\$ 74,477.00	\$ 105.00	\$ 70,770.00												
38	14" Force Main Wastewater Pipe (HDPE) (14'-18') - Including Tracer Wire	57	LF	\$ 150.00	\$ 8,550.00	\$ 102.00	\$ 5,814.00	\$ 130.00	\$ 7,410.00	\$ 100.00	\$ 5,700.00	\$ 159.00	\$ 9,063.00	\$ 110.50	\$ 6,298.50	\$ 140.00	\$ 7,980.00												
39	14" Eccentric Plug Valve (Flanged) Fully Ported w/ Valve Box	3	EA	\$ 4,600.00	\$ 13,800.00	\$ 6,833.00	\$ 20,499.00	\$ 10,000.00	\$ 30,000.00	\$ 10,800.00	\$ 32,400.00	\$ 21,700.00	\$ 65,100.00	\$ 11,700.00	\$ 35,100.00	\$ 16,000.00	\$ 48,000.00												
40	2" Combination Air Release Valve	2	EA	\$ 7,300.00	\$ 14,600.00	\$ 7,345.00	\$ 14,690.00	\$ 18,000.00	\$ 36,000.00	\$ 14,400.00	\$ 28,800.00	\$ 24,700.00	\$ 49,400.00	\$ 15,000.00	\$ 30,000.00	\$ 14,000.00	\$ 28,000.00												
40B	1.5" Air Release Valve w/ 2" Diameter Air Intake Pipe	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 5,840.00	\$ 5,840.00	\$ 11,000.00	\$ 11,000.00	\$ 7,860.00	\$ 7,860.00	\$ 11,600.00	\$ 11,600.00	\$ 15,000.00	\$ 15,000.00	\$ 13,000.00	\$ 13,000.00												
40C	14" Blow Off Valve Assembly	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 30,581.00	\$ 30,581.00	\$ 37,000.00	\$ 37,000.00	\$ 46,400.00	\$ 46,400.00	\$ 28,390.00	\$ 28,390.00	\$ 53,400.00	\$ 53,400.00	\$ 47,000.00	\$ 47,000.00												
WASTEWATER STRUCTURES																													
41	5' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	42	EA	\$ 13,000.00	\$ 546,000.00	\$ 9,301.00	\$ 390,642.00	\$ 14,000.00	\$ 588,000.00	\$ 12,100.00	\$ 508,200.00	\$ 15,420.00	\$ 647,640.00	\$ 13,550.00	\$ 569,100.00	\$ 13,600.00	\$ 571,200.00												
42	6' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	1	EA	\$ 16,750.00	\$ 16,750.00	\$ 25,127.00	\$ 25,127.00	\$ 26,000.00	\$ 26,000.00	\$ 13,650.00	\$ 13,650.00	\$ 16,000.00	\$ 16,600.00	\$ 15,650.00	\$ 19,800.00	\$ 19,800.00	\$ 19,800.00												
43	8' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	2	EA	\$ 21,000.00	\$ 42,000.00	\$ 17,525.00	\$ 35,050.00	\$ 30,000.00	\$ 60,000.00	\$ 21,000.00	\$ 42,000.00	\$ 24,400.00	\$ 48,800.00	\$ 21,500.00	\$ 43,000.00	\$ 25,000.00	\$ 50,000.00												
44	Extra Depth Manhole for 5'-Manhole (Greater Than 6')	466	VF	\$ 650.00	\$ 302,900.00	\$ 1,250.00	\$ 582,500.00	\$ 225.00	\$ 104,850.00	\$ 360.00	\$ 167,760.00	\$ 3,590.00	\$ 1,672,940.00	\$ 440.00	\$ 205,040.00	\$ 860.00	\$ 400,760.00												
45	Extra Depth Manhole for 6'-Manhole (Greater than 6')	10	VF	\$ 850.00	\$ 8,500.00	\$ 1,204.00	\$ 12,040.00	\$ 310.00	\$ 3,100.00	\$ 460.00	\$ 4,600.00	\$ 3,770.00	\$ 37,700.00	\$ 555.00	\$ 5,550.00	\$ 1,000.00	\$ 10,000.00												
46	Extra Depth Manhole for 8'-Manhole (Greater than 6')	18	VF	\$ 1,000.00	\$ 18,000.00	\$ 1,720.00	\$ 30,960.00	\$ 500.00	\$ 9,000.00	\$ 870.00	\$ 15,660.00	\$ 4,300.00	\$ 77,400.00	\$ 960.00	\$ 17,280.00	\$ 1,405.00	\$ 25,290.00												
47	Jacking or Boring 30" Steel Encasement Pipe (Carrier Pipe and Encasement)	170	LF	\$ 725.00	\$ 123,250.00	\$ 610.00	\$ 103,700.00	\$ 820.00	\$ 139,400.00	\$ 950.00	\$ 161,500.00	\$ 1,030.00	\$ 175,100.00	\$ 570.00															

Item No.	Item	Quantity	Unit	Unit Cost	EOPC	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
62	12" D.I. Swing Check Valve (Flanged)	4	EA	\$ 8,150.00	\$ 32,600.00	\$ 6,705.00	\$ 26,820.00	\$ 7,150.00	\$ 28,600.00	\$ 6,860.00	\$ 27,440.00	\$ 7,540.00	\$ 30,160.00	\$ 5,900.00	\$ 23,600.00	\$ 6,500.00	\$ 26,000.00
63	Liquid Filled Pressure Gauge (0-200 PSI) (Flanged with Ball Valve)	1	EA	\$ 150.00	\$ 150.00	\$ 204.00	\$ 204.00	\$ 1,870.00	\$ 1,870.00	\$ 1,390.00	\$ 1,390.00	\$ 242.00	\$ 242.00	\$ 1,800.00	\$ 1,800.00	\$ 1,700.00	\$ 1,700.00
64	12" Mag Meter/Flow Meter Transducer (Krohne Model Enviromag 2000)	1	EA	\$ 21,650.00	\$ 21,650.00	\$ 7,885.00	\$ 7,885.00	\$ 8,800.00	\$ 8,800.00	\$ 9,000.00	\$ 9,000.00	\$ 17,521.00	\$ 17,521.00	\$ 12,100.00	\$ 12,100.00	\$ 12,500.00	\$ 12,500.00
65	36"x54" Single Leaf Aluminum Hatch Cover Halliday Products (Model W1C3648) 72"x48" Double Leaf Aluminum Hatch Cover, Halliday Products (Model W2C7248)	4	EA	\$ 2,200.00	\$ 8,800.00	\$ 1,313.00	\$ 5,252.00	\$ 2,200.00	\$ 8,800.00	\$ 1,600.00	\$ 6,400.00	\$ 1,160.00	\$ 4,640.00	\$ 2,100.00	\$ 8,400.00	\$ 2,000.00	\$ 8,000.00
66	Jib Crane - 3 TON Capacity	1	EA	\$ 3,700.00	\$ 3,700.00	\$ 2,052.00	\$ 2,052.00	\$ 3,080.00	\$ 3,080.00	\$ 2,800.00	\$ 2,800.00	\$ 1,160.00	\$ 1,160.00	\$ 2,200.00	\$ 2,200.00	\$ 2,800.00	\$ 2,800.00
68	Electric Hoist	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 1,177.00	\$ 1,177.00	\$ 27,500.00	\$ 27,500.00	\$ 15,700.00	\$ 15,700.00	\$ 17,400.00	\$ 17,400.00	\$ 20,300.00	\$ 20,300.00	\$ 25,000.00	\$ 25,000.00
69	Air-Scrubber-Pad	4	LS			\$ 6,761.00	\$ 6,761.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
70	24" x 12" D.I. Tee	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 4,110.00	\$ 4,110.00	\$ 6,380.00	\$ 6,380.00	\$ 7,320.00	\$ 7,320.00	\$ 7,580.00	\$ 7,580.00	\$ 4,700.00	\$ 4,700.00	\$ 5,800.00	\$ 5,800.00
71	24" x 12" D.I. Concentric Reducer	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 2,720.00	\$ 2,720.00	\$ 4,840.00	\$ 4,840.00	\$ 6,070.00	\$ 6,070.00	\$ 4,630.00	\$ 4,630.00	\$ 3,500.00	\$ 3,500.00	\$ 4,400.00	\$ 4,400.00
72	12" Coupling (Flanged)	4	EA	\$ 250.00	\$ 1,000.00	\$ 385.00	\$ 1,540.00	\$ 550.00	\$ 2,200.00	\$ 390.00	\$ 1,560.00	\$ 2,090.00	\$ 8,360.00	\$ 1,500.00	\$ 6,000.00	\$ 500.00	\$ 2,000.00
73	12" D.I. Spool Pipe (Flanged)	49	LF			\$ 5,851.00	\$ 286,699.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
74	Link Seal w/ Casing	4	EA	\$ 500.00	\$ 2,000.00	\$ 2,641.00	\$ 10,564.00	\$ 1,540.00	\$ 6,160.00	\$ 1,130.00	\$ 4,520.00	\$ 461.00	\$ 1,844.00	\$ 1,100.00	\$ 4,400.00	\$ 1,400.00	\$ 5,600.00
75	24" D.I. Blind Flange	1	EA	\$ 350.00	\$ 350.00	\$ 255.00	\$ 255.00	\$ 5,610.00	\$ 5,610.00	\$ 6,640.00	\$ 6,590.00	\$ 6,590.00	\$ 6,590.00	\$ 4,100.00	\$ 4,100.00	\$ 5,100.00	\$ 5,100.00
76	12" D.I. 90 Degree Long Radius Bend (Flanged)	4	EA	\$ 290.00	\$ 1,160.00	\$ 1,938.00	\$ 7,752.00	\$ 2,750.00	\$ 11,000.00	\$ 2,610.00	\$ 10,440.00	\$ 2,810.00	\$ 11,240.00	\$ 2,000.00	\$ 8,000.00	\$ 2,500.00	\$ 10,000.00
77	12" D.I. Discharge Pipe (Flanged)	218	LF	\$ 350.00	\$ 76,300.00	\$ 2,582.00	\$ 562,876.00	\$ 715.00	\$ 155,870.00	\$ 420.00	\$ 91,560.00	\$ 314.00	\$ 68,452.00	\$ 390.00	\$ 85,020.00	\$ 650.00	\$ 141,700.00
78	12" D.I. 45 Degree Bend (Flanged)	2	EA	\$ 750.00	\$ 1,500.00	\$ 1,504.00	\$ 3,008.00	\$ 1,760.00	\$ 3,520.00	\$ 2,550.00	\$ 5,100.00	\$ 1,690.00	\$ 3,380.00	\$ 1,275.00	\$ 2,550.00	\$ 1,600.00	\$ 3,200.00
79	12" D.I. Discharge Pipe (Flanged) to 14" FM	22	LF			\$ 3,114.00	\$ 68,508.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
80	12" x 12" D.I. Tee (Flanged)	3	EA	\$ 1,200.00	\$ 3,600.00	\$ 1,848.00	\$ 5,544.00	\$ 2,530.00	\$ 7,590.00	\$ 2,700.00	\$ 8,100.00	\$ 2,740.00	\$ 8,220.00	\$ 1,900.00	\$ 5,700.00	\$ 2,300.00	\$ 6,900.00
81	12" x 8" Eccentric Reducer (Flanged)	4	EA	\$ 500.00	\$ 2,000.00	\$ 236,602.00	\$ 946,408.00	\$ 1,485.00	\$ 5,940.00	\$ 1,720.00	\$ 6,880.00	\$ 1,590.00	\$ 6,360.00	\$ 1,100.00	\$ 4,400.00	\$ 1,350.00	\$ 5,400.00
82	12" x 12" x 6" D.I. Wye (Flanged)	1	EA	\$ 50.00	\$ 50.00	\$ 247,381.00	\$ 247,381.00	\$ 6,050.00	\$ 6,050.00	\$ 4,800.00	\$ 4,800.00	\$ 3,260.00	\$ 3,260.00	\$ 7,400.00	\$ 7,400.00	\$ 5,500.00	\$ 5,500.00
83	6" Stainless Steel Vent Pipe with Stainless Steel Insect Screen	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 6,555.00	\$ 13,110.00	\$ 1,320.00	\$ 2,640.00	\$ 980.00	\$ 1,960.00	\$ 1,990.00	\$ 3,980.00	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	\$ 2,400.00
84	Galvanized Steel Post-Up Ladder with Extension	4	EA			\$ 228,574.00	\$ 228,574.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
85	Rubber Gasket Manhole Boot with Stainless Steel Clamp	3	EA	\$ 250.00	\$ 750.00	\$ 3,255.00	\$ 9,765.00	\$ 1,100.00	\$ 3,300.00	\$ 320.00	\$ 960.00	\$ 4,849.00	\$ 14,547.00	\$ 2,000.00	\$ 6,000.00	\$ 1,000.00	\$ 3,000.00
86	Pipe Supports (Adjustable)	12	EA	\$ 1,400.00	\$ 16,800.00	\$ 416.00	\$ 4,992.00	\$ 2,310.00	\$ 27,720.00	\$ 1,920.00	\$ 23,040.00	\$ 304.00	\$ 3,648.00	\$ 2,150.00	\$ 25,800.00	\$ 2,500.00	\$ 30,000.00
87	Electrical Service, Pump Controller and Transfer Switch	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 767,482.00	\$ 767,482.00	\$ 825,000.00	\$ 825,000.00	\$ 845,000.00	\$ 845,000.00	\$ 1,256,000.00	\$ 1,256,000.00	\$ 745,000.00	\$ 745,000.00	\$ 800,000.00	\$ 800,000.00
88	Area Lighting on Pole with Photo Cell	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 3,296.00	\$ 3,296.00	\$ 16,500.00	\$ 16,500.00	\$ 4,000.00	\$ 4,000.00	\$ 13,300.00	\$ 13,300.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
89	8' Rock Style Fence	435	LF	\$ 115.00	\$ 50,025.00	\$ 119.00	\$ 51,765.00	\$ 162.00	\$ 70,470.00	\$ 120.00	\$ 52,200.00	\$ 167.00	\$ 72,645.00	\$ 100.00	\$ 43,500.00	\$ 155.00	\$ 67,425.00
90	(2) 12' Wide, Double Swing, Gates with 180" Hinges and Key Pad Locked	2	EA	\$ 6,000.00	\$ 12,000.00	\$ 3,605.00	\$ 7,210.00	\$ 4,400.00	\$ 8,800.00	\$ 3,730.00	\$ 7,460.00	\$ 5,060.00	\$ 10,120.00	\$ 3,500.00	\$ 7,000.00	\$ 5,000.00	\$ 10,000.00
91	1' Concrete Ribbon Curb	504	LF	\$ 30.00	\$ 15,120.00	\$ 135.00	\$ 68,040.00	\$ 33.00	\$ 16,632.00	\$ 37.00	\$ 18,648.00	\$ 30.00	\$ 15,120.00	\$ 35.00	\$ 17,640.00	\$ 30.00	\$ 15,120.00
92	Stand up curb	83	LF	\$ 50.00	\$ 4,150.00	\$ 21.00	\$ 1,743.00	\$ 33.00	\$ 2,739.00	\$ 27.00	\$ 1,241.00	\$ 411.00	\$ 34,113.00	\$ 200.00	\$ 16,600.00	\$ 30.00	\$ 2,490.00
93	Concrete Driveway	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 24,327.00	\$ 24,327.00	\$ 8,800.00	\$ 8,800.00	\$ 5,330.00	\$ 5,330.00	\$ 7,530.00	\$ 7,530.00	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00
94	24" RCP Culvert	128	LF	\$ 132.00	\$ 16,896.00	\$ 142.00	\$ 18,176.00	\$ 127.00	\$ 16,256.00	\$ 86.00	\$ 11,008.00	\$ 150.00	\$ 19,200.00	\$ 235.00	\$ 30,080.00	\$ 115.00	\$ 14,720.00
95	Asphalt Paved Area	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 16,975.00	\$ 16,975.00	\$ 55,000.00	\$ 55,000.00	\$ 29,100.00	\$ 29,100.00	\$ 145,300.00	\$ 145,300.00	\$ 78,000.00	\$ 78,000.00	\$ 50,000.00	\$ 50,000.00
96	Steel Bollards (Concrete Filled)	7	EA	\$ 2,000.00	\$ 14,000.00	\$ 1,047.00	\$ 7,329.00	\$ 1,100.00	\$ 7,700.00	\$ 130.00	\$ 910.00	\$ 1,129.00	\$ 7,903.00	\$ 900.00	\$ 6,300.00	\$ 1,000.00	\$ 7,000.00
97	450 KW (MIN.) 563 KVA, 677A 3-Phase Diesel Generator with Appurtenances	1	LS	\$ 145,000.00	\$ 145,000.00	\$ 81,370.00	\$ 81,370.00	\$ 143,000.00	\$ 143,000.00	\$ 85,000.00	\$ 85,000.00	\$ 184,400.00	\$ 184,400.00	\$ 130,000.00	\$ 130,000.00	\$ 135,000.00	\$ 135,000.00
98	SCADA with Appurtenances	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 75,190.00	\$ 75,190.00	\$ 99,000.00	\$ 99,000.00	\$ 75,000.00	\$ 75,000.00	\$ 124,000.00	\$ 124,000.00	\$ 85,000.00	\$ 85,000.00	\$ 100,000.00	\$ 100,000.00
99	Coating	500	SY	\$ 35.00	\$ 17,500.00	\$ 143.00	\$ 71,500.00	\$ 240.00	\$ 120,000.00	\$ 120.00	\$ 60,000.00	\$ 208.00	\$ 104,000.00	\$ 1.00	\$ 500.00	\$ 220.00	\$ 110,000.00
100	Structural Concrete Pad for Generator	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 22,447.22	\$ 22,447.22	\$ 22,000.00	\$ 22,000.00	\$ 14,000.00	\$ 14,000.00	\$ 66,800.00	\$ 66,800.00	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00
101	Non-structural Concrete Pad for Control Panel	1	EA	\$ 14,725.00	\$ 14,725.00	\$ 34,204.00	\$ 34,204.00	\$ 2,200.00	\$ 2,200.00	\$ 36,900.00	\$ 36,900.00	\$ 49,800.00	\$ 49,800.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
102	Jib Crane Foundation	1	EA	\$ 25,000.00	\$ 25,000.00	\$ 15,992.00	\$ 15,992.00	\$ 18,700.00	\$ 18,700.00	\$ 19,600.00	\$ 19,600.00	\$ 38,040.00	\$ 38,040.00	\$ 20,000.00	\$ 20,000.00	\$ 17,000.00	\$ 17,000.00
103	Air-Scrubber-Pad	4	EA														
104	Commissioning Pumps, Generator and SCADA	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 10,300.00	\$ 10,300.00	\$ 5,500.00	\$ 5,500.00	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00
105	Combination Guard & Handrail Prefab, Galvanized Steel Stairway & Platform	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 8,527.00	\$ 34,108.00	\$ 27,500.00	\$ 110,000.00	\$ 6,170.00	\$ 24,680.00	\$ 4,500.00	\$ 18,000.00	\$ 20,000.00	\$ 80,000.00	\$ 25,000.00	\$ 100,000.00
105B	6" Concrete Sidewalk	79	SY	\$ 85.00	\$ 6,715.00	\$ 77.00	\$ 6,083.00	\$ 110.00	\$ 8,690.00	\$ 48.00	\$ 3,792.00	\$ 113.00	\$ 8,927.00	\$ 100.00	\$ 7,900.00	\$ 100.00	\$ 7,900.00
105C	TxDOT Grade 1 Crushed Stone (860 SY)	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 13,898.00	\$ 13,898.00	\$ 13,200.00	\$ 13,200.00	\$ 9,530.00	\$ 9,530.00	\$ 53,010.00	\$ 53,010.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
105C	12" D.I. 45 Degree Bend (Flanged) - Inside Wet Well	8	EA	\$ 850.00	\$ 6,800.00	\$ 1,477.00	\$ 11,816.00	\$ 2,000.00	\$ 16,000.00	\$ 1,320.00	\$ 10,560.00	\$ 2,896.00	\$ 23,168.00	\$ 1,800.00	\$ 14,400.00	\$ 2,050.00	\$ 16,400.00
105D	12" D.I. Pipe to 14" HDPE Pipe Transition Coupling	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00	\$ 2,400.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,650.00	\$ 2,650.00	\$ 16,860.00	\$ 3,400.00	\$ 3,400.00	\$ 5,850.00	\$ 5,850.00
LIFT STATION																	
106	Sedona Lift Station Decommissioning	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 23,345.00	\$ 23,345.00	\$ 60,000.00	\$ 60,000.00	\$ 23,400.00	\$ 23,400.00	\$ 214,400.00	\$ 214,400.00	\$ 45,000.00	\$ 45,000.00	\$ 60,000.00	\$ 60,000.00
107	Diversion Pumping	1	LS	\$ 13,800.00	\$ 13,800.00	\$ 15,807.00	\$ 15,807.00	\$ 12,000.00	\$ 12,000.00	\$ 10,500.00	\$ 10,500.00	\$ 92,000.00	\$ 92,000.00	\$ 27,000.00	\$ 27,000.00	\$ 30,000.00	\$ 30,000.00
Subtotal Base Bid				\$ 10,007,365.70				\$ 13,535,015.82		\$ 14,177,156.00		\$ 10,323,275.00		\$ 18,199,527.00		\$ 11,578,286.70	
BID ALTERNATIVE 1 - REPLACE PVC WITH CCFRPM																	
Bid Item	Item	Quantity	Unit	Unit Cost	EOPC	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
108	Mobilization	-1	LS	\$ 475,381.70	\$ (475,381.70)	\$ 225,554.00	\$ (225,554.00)	\$ -	\$ -	\$ -	\$ -	\$ 245,000.00	\$ (245,000.00)	\$ 1,000,000.00	\$ (1,000,000.00)	\$ 1,100,000.00	\$ (1,100,000.00)
109	18" Gravity Wastewater Pipe (PVC) (6' - 10')	-516	LF	\$ 135.00	\$ (69,660.00)	\$ 91.00	\$ (46,956.00)	\$ 140.00	\$ (72,240.00)	\$ 90.00	\$ (46,440.00)	\$ 147.00	\$ (75,852.00)	\$ 171.00	\$ (88,236.00)	\$ 140.00	\$ (72,240.00)
110	18" Gravity Wastewater Pipe (PVC) (10' - 14')	-795	LF	\$ 150.00	\$ (119,250.00)	\$ 97.00	\$ (77,115.00)	\$ 150.00	\$ (119,250.00)	\$ 100.00	\$ (79,500.00)	\$ 147.00	\$ (116,865.00)	\$ 171.00	\$ (135,945.00)	\$ 140.00	\$ (111,300.00)
111	18" Gravity Wastewater Pipe (PVC) (14' - 18')	-124	LF	\$ 165.00	\$ (20,460.00)	\$ 117.00</											

Item No.	Item	Quantity	Unit	Unit Cost	EOPC	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
137	30" Gravity Waterwater Pipe (CCFRPM) (30'-35')	1,157	LF	\$ 460.00	\$ 532,220.00	\$ 327.00	\$ 378,339.00	\$ 470.00	\$ 543,790.00	\$ 480.00	\$ 555,360.00	\$ 311.00	\$ 359,827.00	\$ 298.00	\$ 344,786.00	\$ 345.00	\$ 399,165.00
Subtotal Construction (Bid Alternative 1)					\$ 1,291,488.00		\$ (194,268.00)		\$ (306,538.00)		\$ (190,075.00)		\$ (76,693.00)		\$ (228,896.00)		\$ (211,425.00)
BID ALTERNATIVE 2 - REPLACE PRECAST CONCRETE MANHOLES WITH POLYMER MANHOLES																	
138	Mobilization (Base Bid)	-1	LS	\$ 475,381.70	\$ (475,381.70)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,000.00	\$ (245,000.00)	\$ 1,000,000.00	\$ (1,000,000.00)	\$ 1,100,000.00	\$ (1,100,000.00)
139	5' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	-42	EA	\$ 13,000.00	\$ (546,000.00)	\$ 9,301.00	\$ (390,642.00)	\$ 14,000.00	\$ (588,000.00)	\$ 12,100.00	\$ (508,200.00)	\$ 15,420.00	\$ (647,640.00)	\$ 13,550.00	\$ (569,100.00)	\$ 13,600.00	\$ (571,200.00)
140	6' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	-1	EA	\$ 16,750.00	\$ (16,750.00)	\$ 25,127.00	\$ (25,127.00)	\$ 26,000.00	\$ (26,000.00)	\$ 13,650.00	\$ (13,650.00)	\$ 16,000.00	\$ (16,000.00)	\$ 15,650.00	\$ (15,650.00)	\$ 19,800.00	\$ (19,800.00)
141	8' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	-2	EA	\$ 21,000.00	\$ (42,000.00)	\$ 17,525.00	\$ (35,050.00)	\$ 30,000.00	\$ (60,000.00)	\$ 21,000.00	\$ (42,000.00)	\$ 24,400.00	\$ (48,800.00)	\$ 21,500.00	\$ (43,000.00)	\$ 25,000.00	\$ (50,000.00)
142	Extra Depth Manhole for 5'-Manhole (Greater Than 6')	-466	VF	\$ 650.00	\$ (302,900.00)	\$ 1,250.00	\$ (582,500.00)	\$ 225.00	\$ (104,850.00)	\$ 360.00	\$ (167,760.00)	\$ 3,590.00	\$ (1,672,940.00)	\$ 440.00	\$ (205,040.00)	\$ 860.00	\$ (400,760.00)
143	Extra Depth Manhole for 6'-Manhole (Greater than 6')	-10	VF	\$ 850.00	\$ (8,500.00)	\$ 1,204.00	\$ (12,040.00)	\$ 310.00	\$ (3,100.00)	\$ 460.00	\$ (4,600.00)	\$ 3,770.00	\$ (37,700.00)	\$ 555.00	\$ (5,550.00)	\$ 1,000.00	\$ (10,000.00)
144	Extra Depth Manhole for 8'-Manhole (Greater than 6')	-18	VF	\$ 1,000.00	\$ (18,000.00)	\$ 1,720.00	\$ (30,960.00)	\$ 500.00	\$ (9,000.00)	\$ 870.00	\$ (15,660.00)	\$ 4,300.00	\$ (17,280.00)	\$ 960.00	\$ (17,280.00)	\$ 1,405.00	\$ (25,290.00)
145	Mobilization	1	LS	\$ 490,592.20	\$ 490,592.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,000.00	\$ 245,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,100,000.00	\$ 1,100,000.00
146	5' Pre-Cast Polymer Manhole (Water Tight Ring and Cover)	42	EA	\$ 14,400.00	\$ 604,800.00	\$ 9,000.00	\$ 378,000.00	\$ 23,000.00	\$ 966,000.00	\$ 16,900.00	\$ 709,800.00	\$ 32,300.00	\$ 1,356,600.00	\$ 28,000.00	\$ 1,176,000.00	\$ 24,550.00	\$ 1,031,100.00
147	6' Pre-Cast Polymer Manhole (Water Tight Ring and Cover)	1	EA	\$ 21,000.00	\$ 21,000.00	\$ 12,550.00	\$ 12,550.00	\$ 35,000.00	\$ 35,000.00	\$ 22,000.00	\$ 22,000.00	\$ 42,000.00	\$ 42,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,300.00	\$ 32,300.00
148	8' Pre-Cast Polymer Manhole (Water Tight Ring and Cover)	2	EA	\$ 47,250.00	\$ 94,500.00	\$ 22,015.00	\$ 44,030.00	\$ 39,000.00	\$ 78,000.00	\$ 39,000.00	\$ 78,000.00	\$ 83,800.00	\$ 167,600.00	\$ 62,100.00	\$ 124,200.00	\$ 61,000.00	\$ 122,000.00
149	Extra Depth Polymer Manhole for 5'-Manhole (Greater Than 6')	466	VF	\$ 960.00	\$ 447,360.00	\$ 1,910.00	\$ 890,060.00	\$ 225.00	\$ 104,850.00	\$ 720.00	\$ 335,520.00	\$ 2,920.00	\$ 1,360,720.00	\$ 20.00	\$ 9,320.00	\$ 505.00	\$ 235,330.00
150	Extra Depth Polymer Manhole for 6'-Manhole (Greater than 6')	10	VF	\$ 1,400.00	\$ 14,000.00	\$ 2,450.00	\$ 24,500.00	\$ 310.00	\$ 3,100.00	\$ 920.00	\$ 9,200.00	\$ 2,920.00	\$ 29,200.00	\$ 92.00	\$ 920.00	\$ 560.00	\$ 5,600.00
151	Extra Depth Polymer Manhole for 8'-Manhole (Greater than 6')	18	VF	\$ 3,150.00	\$ 56,700.00	\$ 7,000.00	\$ 126,000.00	\$ 500.00	\$ 9,000.00	\$ 1,740.00	\$ 31,320.00	\$ 2,920.00	\$ 52,560.00	\$ 116.00	\$ 2,088.00	\$ 600.00	\$ 10,800.00
Subtotal Construction (Bid Alternative 2)					\$ 319,420.50		\$ 398,821.00		\$ 405,000.00		\$ 433,970.00		\$ 508,200.00		\$ 488,908.00		\$ 360,080.00
BID ALTERNATIVE 3 - CONSTRUCT PROPOSED 30" HDPE FORCE MAIN																	
152	Mobilization	-1	LS	\$ 475,381.70	\$ (475,381.70)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,000.00	\$ (245,000.00)	\$ 1,000,000.00	\$ (1,000,000.00)	\$ 1,100,000.00	\$ (1,100,000.00)
153	Mobilization	1	LS	\$ 602,348.70	\$ 602,348.70	\$ 49,261.00	\$ 49,261.00	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00	\$ 348,000.00	\$ 348,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,100,000.00	\$ 1,100,000.00
154	30" Eccentric Plug Valve (Flanged) Fully Ported w/ Valve Box	3	EA	\$ 20,000.00	\$ 60,000.00	\$ 42,261.00	\$ 126,783.00	\$ 9,000.00	\$ 27,000.00	\$ 52,000.00	\$ 156,000.00	\$ 32,100.00	\$ 96,300.00	\$ 56,200.00	\$ 168,600.00	\$ 60,000.00	\$ 180,000.00
155	24" Eccentric Plug Valve (Flanged) Fully Ported	1	EA	\$ 40,000.00	\$ 40,000.00	\$ 28,138.00	\$ 28,138.00	\$ 8,500.00	\$ 8,500.00	\$ 33,000.00	\$ 33,000.00	\$ 148,000.00	\$ 148,000.00	\$ 36,600.00	\$ 36,600.00	\$ 39,000.00	\$ 39,000.00
156	24" Mag Meter/Flow Meter Transducer (Krohne Model Enviromag 2000)	1	EA	\$ 25,000.00	\$ 25,000.00	\$ 14,300.00	\$ 14,300.00	\$ 25,000.00	\$ 25,000.00	\$ 16,000.00	\$ 16,000.00	\$ 38,000.00	\$ 38,000.00	\$ 16,000.00	\$ 16,000.00	\$ 20,000.00	\$ 20,000.00
157	24" D.I. Spool Pipe (Flanged)	8	LF			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
158	24" D.I. Discharge Pipe (Flanged)	38	LF	\$ 500.00	\$ 19,000.00	\$ 501.00	\$ 19,038.00	\$ 1,450.00	\$ 55,100.00	\$ 900.00	\$ 34,200.00	\$ 2,100.00	\$ 79,800.00	\$ 795.00	\$ 30,210.00	\$ 900.00	\$ 34,200.00
159	24" D.I. Pipe to 30" HDPE Pipe Transition Coupling	1	LF	\$ 2,500.00	\$ 2,500.00	\$ 11,584.00	\$ 11,584.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 27,400.00	\$ 27,400.00	\$ 15,700.00	\$ 15,700.00	\$ 13,500.00	\$ 13,500.00
160	30" Gravity Wastewater Pipe (PVC) (14'-18')	13	LF	\$ 270.00	\$ 3,510.00	\$ 240.00	\$ 3,120.00	\$ 600.00	\$ 7,800.00	\$ 205.00	\$ 2,665.00	\$ 1,260.00	\$ 16,380.00	\$ 319.00	\$ 4,147.00	\$ 400.00	\$ 5,200.00
161	Liquid Filled Pressure Gauge (0-200 PSI) (Flanged with Ball Valve)	1	EA	\$ 150.00	\$ 150.00	\$ 586.00	\$ 586.00	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00	\$ 11,900.00	\$ 11,900.00	\$ 2,100.00	\$ 2,100.00	\$ 1,600.00	\$ 1,600.00
162	8' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 32,501.00	\$ 32,501.00	\$ 25,000.00	\$ 25,000.00	\$ 21,000.00	\$ 21,000.00	\$ 34,700.00	\$ 34,700.00	\$ 21,500.00	\$ 21,500.00	\$ 30,300.00	\$ 30,300.00
163	Extra Depth Manhole for 8'-Manhole (Greater than 6')	11	VF	\$ 1,500.00	\$ 16,500.00	\$ 1,082.00	\$ 11,902.00	\$ 700.00	\$ 7,700.00	\$ 930.00	\$ 10,230.00	\$ 4,480.00	\$ 49,280.00	\$ 960.00	\$ 10,560.00	\$ 1,600.00	\$ 17,600.00
164	1.5" Air Release Valve w/ 2" Diameter Air Intake Pipe	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 11,571.00	\$ 11,571.00	\$ 8,500.00	\$ 8,500.00	\$ 6,000.00	\$ 6,000.00	\$ 18,600.00	\$ 18,600.00	\$ 15,000.00	\$ 15,000.00	\$ 11,500.00	\$ 11,500.00
165	2" Combination Air Release Valve	2	EA	\$ 8,000.00	\$ 16,000.00	\$ 28,650.00	\$ 57,300.00	\$ 16,000.00	\$ 32,000.00	\$ 13,000.00	\$ 26,000.00	\$ 23,900.00	\$ 47,800.00	\$ 15,000.00	\$ 30,000.00	\$ 19,000.00	\$ 38,000.00
166	30" Force Main Wastewater Pipe (HDPE) (6'-10') - Including Tracer Wire	3,659	LF	\$ 360.00	\$ 1,317,240.00	\$ 193.00	\$ 706,187.00	\$ 257.00	\$ 940,363.00	\$ 196.00	\$ 717,164.00	\$ 330.00	\$ 1,207,470.00	\$ 190.50	\$ 697,039.50	\$ 230.50	\$ 843,399.50
167	30" Force Main Wastewater Pipe (HDPE) (10'-14') - Including Tracer Wire	2,003	LF	\$ 360.00	\$ 721,080.00	\$ 199.00	\$ 398,597.00	\$ 275.00	\$ 550,825.00	\$ 217.00	\$ 434,651.00	\$ 372.00	\$ 745,116.00	\$ 190.50	\$ 381,671.50	\$ 240.00	\$ 480,720.00
168	30" Force Main Wastewater Pipe (HDPE) (14'-18') - Including Tracer Wire	101	LF	\$ 360.00	\$ 36,360.00	\$ 222.00	\$ 22,422.00	\$ 300.00	\$ 30,300.00	\$ 220.00	\$ 22,220.00	\$ 261.00	\$ 26,361.00	\$ 190.50	\$ 19,240.50	\$ 260.00	\$ 26,260.00
169	Jacking or Boring 48" Steel Encasement Pipe	170	LF	\$ 1,050.00	\$ 178,500.00	\$ 1,048.00	\$ 178,160.00	\$ 1,325.00	\$ 225,250.00	\$ 1,500.00	\$ 255,000.00	\$ 2,140.00	\$ 363,800.00	\$ 1,065.00	\$ 181,050.00	\$ 1,250.00	\$ 212,500.00
170	48" Steel Encasement Pipe	219	LF	\$ 300.00	\$ 65,700.00	\$ 529.00	\$ 115,851.00	\$ 860.00	\$ 188,340.00	\$ 600.00	\$ 131,400.00	\$ 1,050.00	\$ 229,950.00	\$ 310.00	\$ 67,890.00	\$ 615.00	\$ 134,685.00
170B	30" Blow Off Valve Assembly	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 62,801.00	\$ 62,801.00	\$ 34,000.00	\$ 34,000.00	\$ 60,000.00	\$ 60,000.00	\$ 38,300.00	\$ 38,300.00	\$ 71,700.00	\$ 71,700.00	\$ 69,000.00	\$ 69,000.00
170C	24" D.I. 45 Degree Bend (Flanged)	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 5,964.00	\$ 11,928.00	\$ 1,600.00	\$ 3,200.00	\$ 4,500.00	\$ 9,000.00	\$ 2,280.00	\$ 4,560.00	\$ 4,200.00	\$ 8,400.00	\$ 4,000.00	\$ 8,000.00
170D	Pipe Supports (Adjustable)	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 982.00	\$ 1,964.00	\$ 1,300.00	\$ 2,600.00	\$ 1,000.00	\$ 2,000.00	\$ 1,720.00	\$ 3,440.00	\$ 2,150.00	\$ 4,300.00	\$ 3,950.00	\$ 7,900.00
Subtotal Construction (Bid Alternative 3)					\$ 2,666,307.00		\$ 1,863,994.00		\$ 2,187,978.00		\$ 2,053,130.00		\$ 3,290,157.00		\$ 1,781,608.50		\$ 2,173,364.50

Base Bid	\$ 10,007,365.70	\$ 13,535,015.82	\$ 14,177,156.00	\$ 10,323,275.00	\$ 18,199,527.00	\$ 11,578,286.70	\$ 13,187,872.00
Bid Alternative 1 - Hobas Pipe	\$ 1,291,488.00	\$ (194,268.00)	\$ (306,538.00)	\$ (190,075.00)	\$ (76,693.00)	\$ (228,896.00)	\$ (211,425.00)
Bid Alternative 2 - Polymer MH	\$ 319,420.50	\$ 398,821.00	\$ 405,000.00	\$ 433,970.00	\$ 508,200.00	\$ 488,908.00	\$ 360,080.00
Bid Alternative 3 - 30" FM	\$ 2,666,307.00	\$ 1,863,994.00	\$ 2,187,978.00	\$ 2,053,130.00	\$ 3,290,157.00	\$ 1,781,608.50	\$ 2,173,364.50

BID ALTERNATIVE SCENARIOS:

Bid Alternative 1: Deduct PVC and Replace with Hobas (Base Bid + Bid Alternative 1) <i>Hobas Pipe</i>	\$ 11,298,853.70	\$ 13,340,747.82	\$ 13,870,618.00	\$ 10,133,200.00	\$ 18,122,834.00	\$ 11,349,390.70	\$ 12,976,447.00
Bid Alternative 2A: Deduct PreCast MH and Replace with Polymer MH (Base Bid + Bid Alternative 2) <i>PVC Pipe + Polymer MH</i>	\$ 10,326,786.20	\$ 13,933,836.82	\$ 14,582,156.00	\$ 10,757,245.00	\$ 18,707,727.00	\$ 12,067,194.70	\$ 13,547,952.00
Bid Alternative 2B: Deduct PreCast MH and Replace with Polymer MH (Base Bid +Bid Alternative 1+Bid Alternative 2) <i>Hobas Pipe + Polymer MH</i>	\$ 11,618,274.20	\$ 13,739,568.82	\$ 14,275,618.00	\$ 10,567,170.00	\$ 18,631,034.00	\$ 11,838,298.70	\$ 13,336,527.00
Bid Alternative 3A: (Base Bid + Bid Alternative 3) <i>PVC Pioe + 30in FM</i>	\$ 12,673,672.70	\$ 15,399,009.82	\$ 16,365,134.00	\$ 12,376,405.00	\$ 21,489,684.00	\$ 13,359,895.20	\$ 15,361,236.50
Bid Alternative 3B: (Base Bid +Bid Alternative 1+ Bid Alternative 3) <i>Hobas Pipe + 30in FM</i>	\$ 13,965,160.70	\$ 15,204,741.82	\$ 16,058,596.00	\$ 12,186,330.00	\$ 21,412,991.00	\$ 13,130,999.20	\$ 15,149,811.50
Bid Alternative 3C: (Base Bid + Bid Alternative 2+Bid Alternative 3) <i>PVC Pipe + Polymer MH + 30in FM</i>	\$ 12,993,093.20	\$ 15,797,830.82	\$ 16,770,134.00	\$ 12,810,375.00	\$ 21,997,884.00	\$ 13,848,803.20	\$ 15,721,316.50
Bid Alternative 3D: (Base Bid +Bid Alternative 1+Bid Alternative 2+ Bid Alternative 3) <i>Hobas Pipe + Polymer MH + 30in FM</i>	\$ 14,284,581.20	\$ 15,603,562.82	\$ 16,463,596.00	\$ 12,620,300.00	\$ 21,921,191.00	\$ 13,619,907.20	\$ 15,509,891.50

ARTICLE 5 – BASIS OF BID

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

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
BASE BID					
General					
1	1	LS	Mobilization	\$ 466,000.00	\$ 466,000.00
2	1	LS	SWPPP	\$ 20,000.00	\$ 20,000.00
3	1	LS	Trench Safety Plan	\$ 10,000.00	\$ 10,000.00
4	1	LS	Grading	\$ 1,500.00	\$ 1,500.00
5	28.32	AC	Clearing and Grubbing	\$ 4,500.00	\$ 127,440.00
6	23,508	LF	Silt Fence	\$ 3.50	\$ 82,278.00
7	718	LF	Rock Berm	\$ 30.00	\$ 21,540.00
8	25	LF	Mulch Sock	\$ 15.00	\$ 375.00
9	4	EA	Stabilized Construction Entrance	\$ 3,500.00	\$ 14,000.00
10	1847 1993	LF	Remove and Replace Fence	\$ 35.00	\$ 69,755.00
11	1,011	LF	Tree Protection Fencing - 4' Fluorescent Orange Fence	\$ 2.00	\$ 2,022.00
12	5454 5452	LF	Temporary Cattle Fencing	\$ 15.00	\$ 81,780.00
13	2562 2474	LF	5-Strand Barbed Wire Fence (T-Post)	\$ 15.00	\$ 37,110.00
14	35	CY	Roadway Excavation	\$ 5.00	\$ 175.00
15	24 27	LF	6" PVC Sanitary Sewer Laterals, SDR 26	\$ 80.00	\$ 2,160.00
16	54 49	LF	8" PVC Sanitary Sewer Laterals, SDR 26	\$ 85.00	\$ 4,165.00
17	2 3	EA	6" Sanitary Sewer Service Stubs or Reconnections	\$ 1,200.00	\$ 3,600.00
18	3	EA	8" Sanitary Sewer Service Stubs or Reconnections	\$ 1,400.00	\$ 4,200.00
19	60	SY	Pavement Repair and Resurfacing	\$ 200.00	\$ 12,000.00
20	4	EA	Concrete Driveway Repair		
21	481	SY	Hydromulch	\$ 2.00	\$ 962.00

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
Gravity Line (Pipe Depths)					
22	516	LF	18" Gravity Wastewater Pipe (PVC) (6' - 10')	\$ 90.00	\$ 46,440.00
23	795	LF	18" Gravity Wastewater Pipe (PVC) (10' - 14')	\$ 100.00	\$ 79,500.00
24	124	LF	18" Gravity Wastewater Pipe (PVC) (14' - 18')	\$ 110.00	\$ 13,640.00
25	378	LF	30" Gravity Wastewater Pipe - C1 (PVC) (6' - 10')	\$ 195.00	\$ 73,710.00
26	129	LF	30" Gravity Wastewater Pipe - C1 (PVC) (10' - 14')	\$ 200.00	\$ 25,800.00
27	215	LF	30" Gravity Wastewater Pipe - C1 (PVC) (14'- 18)	\$ 215.00	\$ 46,225.00
28	221	LF	30" Gravity Wastewater Pipe - C1 (PVC) (18' - 22')	\$ 250.00	\$ 55,250.00
29	47	LF	30" Gravity Wastewater Pipe (PVC) (6'-10')	\$ 195.00	\$ 9,165.00
30	5,269	LF	30" Gravity Wastewater Pipe (PVC) (10'-14')	\$ 200.00	\$ 1,053,800.00
31	1,655	LF	30" Gravity Wastewater Pipe (PVC) (14'-18')	\$ 215.00	\$ 355,825.00
32	949	LF	30" Gravity Wastewater Pipe (PVC) (18'-22')	\$ 250.00	\$ 237,250.00
33	1,098	LF	30" Gravity Wastewater Pipe (PVC) (22'-25')	\$ 255.00	\$ 279,990.00
34	1,232	LF	30" Gravity Wastewater Pipe (PVC) (25'-30')	\$ 335.00	\$ 412,720.00
35	4156 1157	LF	30" Gravity Wastewater Pipe (PVC) (30'-35')	\$ 520.00	\$ 601,640.00
14" Force Main (Pipe Depths)					
36	5,062	LF	14" Force Main Wastewater Pipe (HDPE) (6'- 10') - Including Tracer Wire	\$ 85.00	\$ 430,270.00
37	674	LF	14" Force Main Wastewater Pipe (HDPE) (10'- 14') - Including Tracer Wire	\$ 90.00	\$ 60,660.00
38	57	LF	14" Force Main Wastewater Pipe (HDPE) (14'-18') - Including Tracer Wire	\$ 100.00	\$ 5,700.00
39	3	EA	42" 14" Eccentric Plug Valve (Flanged) Fully Ported w/ Valve Box	\$ 10,800.00	\$ 32,400.00
40	2	EA	2" Combination Air Release Valve	\$ 14,400.00	\$ 28,800.00
40B	1	EA	1.5" Air Release Valve w/ 2" Diameter Air Intake Pipe	\$ 7,860.00	\$ 7,860.00
40C	1	EA	14" Blow Off Valve Assembly	\$ 46,400.00	\$ 46,400.00

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
Wastewater Structures					
41	42	EA	5' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	\$ 12,100.00	\$ 508,200.00
42	1	EA	6' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	\$ 13,650.00	\$ 13,650.00
43	2	EA	8' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	\$ 21,000.00	\$ 42,000.00
44	466	VF	Extra Depth Manhole for 5'-Manhole (Greater Than 6')	\$ 360.00	\$ 167,760.00
45	10	VF	Extra Depth Manhole for 6'-Manhole (Greater than 6')	\$ 460.00	\$ 4,600.00
46	18	VF	Extra Depth Manhole for 8'-Manhole (Greater than 6')	\$ 870.00	\$ 15,660.00
47	170	LF	Jacking or Boring 30" Steel Encasement Pipe (Carrier Pipe and Encasement)	\$ 950.00	\$ 161,500.00
48	44	LF	Jacking or Boring 36" Steel Encasement Pipe (Carrier Pipe and Encasement)	\$ 1,050.00	\$ 46,200.00
49	1,127	LF	Jacking or Boring 48" Steel Encasement Pipe (Carrier Pipe and Encasement)	\$ 1,537.00	\$ 1,732,199.00
50	220	LF	30" Steel Encasement Pipe	\$ 300.00	\$ 66,000.00
51	100	LF	48" Steel Encasement Pipe	\$ 600.00	\$ 60,000.00
52	19	EA	16' Cattle/Utility Gate with Chain (Lock to be Provided by City of Schertz)	\$ 950.00	\$ 18,050.00
53	12	EA	14' Cattle Gate with Chain (Lock to be Provided by City of Schertz)	\$ 1,260.00	\$ 15,120.00
54	2	CY	Thrust Blocking at Bends on Force Mains (10 Degree to 90 Degree)	\$ 110.00	\$ 220.00
55	45	EA	Square Reflectors	\$ 400.00	\$ 18,000.00

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
Lift Station					
56	1	EA	16' D x 29.5' H Cast-In-Place Storage Well	\$ 300,000.00	\$ 300,000.00
57	1	EA	16' D x 35.5' H Cast-In-Place Wet Well	\$ 320,000.00	\$ 320,000.00
58	4	EA	Concrete Pads for Wet Wells (Bottoms and Tops)	\$ 17,000.00	\$ 68,000.00
59	2	EA	Submersible Wastewater Pump with Appurtenances	\$ 120,000.00	\$ 240,000.00
60	1	EA	6" D.I. Eccentric Plug Valve w/ Quick Connect (Flanged)	\$ 8,270.00	\$ 8,270.00
61	5	EA	12" Eccentric Plug Valve (Flanged) Fully Ported	\$ 3,950.00	\$ 19,750.00
62	4	EA	12" D.I. Swing Check Valve (Flanged)	\$ 6,860.00	\$ 27,440.00
63	1	EA	Liquid Filled Pressure Gauge (0-200 PSI) (Flanged with Ball Valve)	\$ 1,390.00	\$ 1,390.00
64	1	EA	12" Mag Meter/Flow Meter Transducer (Krohne Model Enviromag 2000)	\$ 9,000.00	\$ 9,000.00
65	4	EA	36"x54" Single Leaf Aluminum Hatch Cover Halliday Products (Model W1C3648)	\$ 1,600.00	\$ 6,400.00
66	1	EA	72"x48" Double Leaf Aluminum Hatch Cover, Halliday Products (Model W2C7248)	\$ 2,800.00	\$ 2,800.00
67	1	EA	Jib Crane - 3 TON Capacity	\$ 28,800.00	\$ 28,800.00
68	1	EA	Electric Hoist	\$ 15,700.00	\$ 15,700.00
69	4	LS	Air Scrubber		
70	1	EA	24" x 12" D.I. Tee	\$ 7,320.00	\$ 7,320.00
71	1	EA	24" x 12" D.I. Concentric Reducer	\$ 6,070.00	\$ 6,070.00
72	4	EA	12" Coupling (Flanged)	\$ 390.00	\$ 1,560.00
73	49	LF	12" D.I. Spool Pipe (Flanged)		
74	4	EA	Link Seal w/ Casing	\$ 1,130.00	\$ 4,520.00
75	1	EA	24" D.I. Blind Flange	\$ 6,640.00	\$ 6,640.00
76	4	EA	12" D.I. 90 Degree Long Radius Bend (Flanged)	\$ 2,610.00	\$ 10,440.00
77	68 218	LF	12" D.I. Discharge Pipe (Flanged)	\$ 420.00	\$ 91,560.00
78	2	EA	12" D.I. 45 Degree Bend (Flanged)	\$ 2,550.00	\$ 5,100.00
79	22	LF	12" D.I. Discharge Pipe (Flanged) to 14" FM		
80	3	EA	12" x 12" D.I. Tee (Flanged)	\$ 2,700.00	\$ 8,100.00
81	4	EA	12" x 8" Eccentric Reducer (Flanged)	\$ 1,720.00	\$ 6,880.00
82	1	EA	12" x 12" x 6" D.I. Wye (Flanged)	\$ 4,800.00	\$ 4,800.00
83	2	EA	6" Stainless Steel Vent Pipe with Stainless Steel Insect Screen	\$ 980.00	\$ 1,960.00
84	4	EA	Galvanized Steel Post Up Ladder with Extension		

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
85	3	EA	Rubber Gasket Manhole Boot with Stainless Steel Clamp	\$ 320.00	960.00
86	12	EA	Pipe Supports (Adjustable)	\$ 1,920.00	23,040.00
87	1	LS	Electrical Service, Pump Controller and Transfer Switch	\$ 845,000.00	\$ 845,000.00
88	1	LS	Area Lighting on Pole with Photo Cell	\$ 4,000.00	\$ 4,000.00
89	435	LF	8' Rock Style Fence	\$ 120.00	52,200.00
90	2	EA	(2) 12' Wide, Double Swing, Gates with 180° Hinges and Key Pad Locked	\$ 3,730.00	7,460.00
91	504	LF	1' Concrete Ribbon Curb	\$ 37.00	18,648.00
92	83	LF	Stand up curb	\$ 27.00	2,241.00
93	1	EA	Concrete Driveway	\$ 5,330.00	\$ 5,330.00
94	64 128	LF	24" RCP Culvert	\$ 86.00	11,008.00
95	1	LS	Asphalt Paved Area	29,100.00	29,100.00
96	7	EA	Steel Bollards (Concrete Filled)	\$ 130.00	910.00
97	1	LS	450 KW (MIN.) 563 KVA, 677A 3-Phase Diesel Generator with Appurtenances	\$ 85,000.00	\$ 85,000.00
98	1	LS	SCADA with Appurtenances	\$ 75,000.00	\$ 75,000.00
99	500	SY	Coating	\$ 120.00	60,000.00
100	1	EA	Structural Concrete Pad for Generator	\$ 14,000.00	\$ 14,000.00
101	1	EA	Non-structural Concrete Pad for Control Panel	\$ 36,900.00	\$ 36,900.00
102	1	EA	Jib Crane Foundation	\$ 19,600.00	\$ 19,600.00
403	4	EA	Air Scrubber Pad		
104	1	LS	Commissioning Pumps, Generator and SCADA	12,000.00	12,000.00
105	4	EA	Combination Guard & Handrail Prefab, Galvanized Steel Stairway & Platform	6,170.00	24,680.00
105B	79	SY	6' Concrete Sidewalk	48.00	3,792.00
105C	1	LS	TxDOT Grade 1 Crushed Stone (860 SY)	9,530.00	9,530.00
105C	8	EA	12" D.I. 45 Degree Bend (Flanged) - Inside Wet Well	1,320.00	10,560.00
105D	1	EA	12" D.I. Pipe to 14" HDPE Pipe Transition Coupling	2,650.00	2,650.00
Lift Station Demolition					
106	1	LS	Sedona Lift Station Decommissioning	23,400.00	23,400.00
107	1	LS	Diversion Pumping	10,500.00	10,500.00
Total Construction (Base Bid)					\$ 10,323,275.00

TABULATION OF ALTERNATIVE 1 IS FURTHER ITEMIZED AS FOLLOWS:

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
BID ALTERNATIVE 1 - REPLACE PVC WITH CCFRPM					
108	-1	LS	Mobilization		
109	-516	LF	18" Gravity Wastewater Pipe (PVC) (6' - 10')	\$ 90.00	(\$ 46,440.00)
110	-795	LF	18" Gravity Wastewater Pipe (PVC) (10' - 14')	\$ 100.00	(\$ 79,500.00)
111	-124	LF	18" Gravity Wastewater Pipe (PVC) (14' - 18')	\$ 110.00	(\$ 13,640.00)
112	-378	LF	30" Gravity Wastewater Pipe - C1 (PVC) (6' - 10')	\$ 195.00	(\$ 73,710.00)
113	-129	LF	30" Gravity Wastewater Pipe - C1 (PVC) (10' - 14')	\$ 200.00	(\$ 25,800.00)
114	-215	LF	30" Gravity Wastewater Pipe - C1 (PVC) (14'- 18)	\$ 215.00	(\$ 46,225.00)
115	-221	LF	30" Gravity Wastewater Pipe - C1 (PVC) (18' - 22')	\$ 250.00	(\$ 55,250.00)
116	-47	LF	30" Gravity Wastewater Pipe (PVC) (6'-10')	\$ 195.00	(\$ 9,165.00)
117	-5269	LF	30" Gravity Wastewater Pipe (PVC) (10'-14')	\$ 200.00	(\$ 1,053,800.00)
118	-1655	LF	30" Gravity Wastewater Pipe (PVC) (14'-18')	\$ 215.00	(\$ 355,825.00)
119	-949	LF	30" Gravity Wastewater Pipe (PVC) (18'-22')	\$ 250.00	(\$ 237,250.00)
120	-1098	LF	30" Gravity Wastewater Pipe (PVC) (22'-25')	\$ 255.00	(\$ 279,990.00)
121	-1232	LF	30" Gravity Wastewater Pipe (PVC) (25'-30')	\$ 335.00	(\$ 412,720.00)
122	-1156	LF	30" Gravity Wastewater Pipe (PVC) (30'-35')	\$ 520.00	(\$ 601,120.00)
123	1	LS	Mobilization		
124	516	LF	18" Gravity Waterwater Pipe (CCFRPM) (6'-10')	\$ 100.00	\$ 51,600.00
125	795	LF	18" Gravity Waterwater Pipe (CCFRPM) (10'-14')	\$ 105.00	\$ 83,475.00
126	124	LF	18" Gravity Waterwater Pipe (CCFRPM) (14'-18')	\$ 115.00	\$ 14,260.00
127	378	LF	30" Gravity Wastewater Pipe - C1 (CCFRPM) (6' - 10')	\$ 185.00	\$ 69,930.00
128	129	LF	30" Gravity Wastewater Pipe - C1 (CCFRPM) (10' - 14')	\$ 190.00	\$ 24,510.00
129	215	LF	30" Gravity Wastewater Pipe - C1 (CCFRPM) (14'- 18)	\$ 205.00	\$ 44,075.00
130	221	LF	30" Gravity Wastewater Pipe - C1 (CCFRPM) (18' - 22')	\$ 235.00	\$ 51,935.00
131	47	LF	30" Gravity Waterwater Pipe (CCFRPM) (6'-10')	\$ 185.00	\$ 8,695.00
132	5,269	LF	30" Gravity Waterwater Pipe (CCFRPM) (10'-14')	\$ 190.00	\$ 1,001,110.00
133	1,655	LF	30" Gravity Waterwater Pipe (CCFRPM) (14'-18')	\$ 205.00	\$ 339,275.00
134	949	LF	30" Gravity Waterwater Pipe (CCFRPM) (18'-22')	\$ 235.00	\$ 223,015.00
135	1,098	LF	30" Gravity Waterwater Pipe (CCFRPM) (22'-25')	\$ 240.00	\$ 263,520.00
136	1,232	LF	30" Gravity Waterwater Pipe (CCFRPM) (25'-30')	\$ 300.00	\$ 369,600.00
137	1456 1157	LF	30" Gravity Waterwater Pipe (CCFRPM) (30'-35')	\$ 480.00	\$ 555,360.00
Total Construction (Bid Alternative 1)					\$ (190,075.00)

TABULATION OF ALTERNATIVE 2 IS FURTHER ITEMIZED AS FOLLOWS:

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
BID ALTERNATIVE 2 - REPLACE PRECAST CONCRETE MANHOLES WITH POLYMER MANHOLES					
138	-1	LS	Mobilization (Base Bid)		
139	-42	EA	5' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	\$ 12,100.00	(\$ 508,200.00)
140	-1	EA	6' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	\$ 13,650.00	(\$ 13,650.00)
141	-2	EA	8' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	\$ 21,000.00	(\$ 42,000.00)
142	-466	VF	Extra Depth Manhole for 5'-Manhole (Greater Than 6')	\$ 360.00	(\$ 167,760.00)
143	-10	VF	Extra Depth Manhole for 6'-Manhole (Greater than 6')	\$ 460.00	(\$ 4,600.00)
144	-18	VF	Extra Depth Manhole for 8'-Manhole (Greater than 6')	\$ 870.00	(\$ 15,660.00)
145	1	LS	Mobilization		
146	42	EA	5' Pre-Cast Polymer Manhole (Water Tight Ring and Cover)	\$ 16,900.00	\$ 709,800.00
147	1	EA	6' Pre-Cast Polymer Manhole (Water Tight Ring and Cover)	\$ 22,000.00	\$ 22,000.00
148	2	EA	8' Pre-Cast Polymer Manhole (Water Tight Ring and Cover)	\$ 39,000.00	\$ 78,000.00
149	466	VF	Extra Depth Polymer Manhole for 5'-Manhole (Greater Than 6')	\$ 720.00	\$ 335,520.00
150	10	VF	Extra Depth Polymer Manhole for 6'-Manhole (Greater than 6')	\$ 920.00	\$ 9,200.00
151	18	VF	Extra Depth Polymer Manhole for 8'-Manhole (Greater than 6')	\$ 1,740.00	\$ 31,320.00
Total Construction (Bid Alternative 2)					\$ 433,970.00

TABULATION OF ALTERNATIVE 3 IS FURTHER ITEMIZED AS FOLLOWS:

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
BID ALTERNATIVE 3 - CONSTRUCT PROPOSED 30" HDPE FORCE MAIN					
152	-1	LS	Mobilization		
153	1	LS	Mobilization	\$ 100,000.00	\$ 100,000.00
154	2 3	EA	24" 30" Eccentric Plug Valve (Flanged) Fully Ported w/ Valve Box	\$ 52,000.00	\$ 156,000.00
155	1	EA	24" Eccentric Plug Valve (Flanged) Fully Ported	\$ 33,000.00	\$ 33,000.00
156	1	EA	24" Mag Meter/Flow Meter Transducer (Krohne Model Enviromag 2000)	\$ 16,000.00	\$ 16,000.00
157	8	LF	24" D.I. Spool Pipe (Flanged)		
158	23 38	LF	24" D.I. Discharge Pipe (Flanged) -To 30" FM	\$ 900.00	\$ 34,200.00
159	1	LF	24" D.I. Pipe to 30" HDPE Pipe Transition Coupling	\$ 15,000.00	\$ 15,000.00
160	13	LF	30" Gravity Wastewater Pipe (PVC) (14'-18')	\$ 205.00	\$ 2,665.00
161	1	EA	Liquid Filled Pressure Gauge (0-200 PSI) (Flanged with Ball Valve)	\$ 1,600.00	\$ 1,600.00
162	1	EA	8' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	\$ 21,000.00	\$ 21,000.00
163	11	VF	Extra Depth Manhole for 8'-Manhole (Greater than 6')	\$ 930.00	\$ 10,230.00
164	2 1	EA	1.5" Air Release Valve w/ 2" Diameter Air Intake Pipe	\$ 6,000.00	\$ 6,000.00
165	2	EA	2" Combination Air Release Valve	\$ 13,000.00	\$ 26,000.00
166	3,659	LF	30" Force Main Wastewater Pipe (HDPE) (6'-10') - Including Tracer Wire	\$ 196.00	\$ 717,164.00
167	2,003	LF	30" Force Main Wastewater Pipe (HDPE) (10'-14') - Including Tracer Wire	\$ 217.00	\$ 434,651.00
168	101	LF	30" Force Main Wastewater Pipe (HDPE) (14'-18') - Including Tracer Wire	\$ 220.00	\$ 22,220.00
169	170	LF	Jacking or Boring 48" Steel Encasement Pipe	\$ 1,500.00	\$ 255,000.00
170	219	LF	48" Steel Encasement Pipe	\$ 600.00	\$ 131,400.00
170B	1	EA	30" Blow Off Valve Assembly	\$ 60,000.00	\$ 60,000.00
170C	2	EA	24" D.I. 45 Degree Bend (Flanged)	\$ 4,500.00	\$ 9,000.00
170D	2	EA	Pipe Supports (Adjustable)	\$ 1,000.00	\$ 2,000.00
Total Construction (Bid Alternative 3)					\$ 2,053,130.00

BID SUMMARY

DESCRIPTION	BID PRICE
BASE BID	\$10,323,275.00
BID ALTERNATIVE 1	\$ (190,075.00)
BID ALTERNATIVE 2	\$ 433,970.00
BID ALTERNATIVE 3	\$2,053,130.00

CITY OF SCHERTZ
WOMAN HOLLERING CREEK SANITARY SEWER PROJECT

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

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

ARTICLE 8 – DEFINED TERMS

- 8.01 Unless otherwise specified herein, the terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
- 8.02 The terms "Bidders", "Respondents", "Proposers", and "Offerors" and their associated word forms are used interchangeably to mean firms who participate in this RFCSP process.

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

THIS AGREEMENT is by and between City of Schertz ("Owner") and
Thalle Construction Co., Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2018 Street Preservation and Maintenance Project

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Cobb, Fendley & Associates, Inc.
- 3.02 The Owner has retained AG/CM, Inc., ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Contract Times: Days
- B. The Work is expected to be substantially completed within the time agreed to during contract negotiation (anticipated duration 365 calendar days) calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date of substantial completion. The number of days to substantial completion will be negotiated with the successful bidder and shall be within the range listed in this paragraph.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further

acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of:

1. **One thousand two hundred dollars (\$1200.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by Owner as a result of the failure of Contractor to complete within the Contract Time.

ARTICLE 5 – CONTRACT PRICE

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

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Descripti	To be replaced with values from Bid Form	ted ity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and final determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based

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

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages A-1 to A-7, inclusive).
 - 2. Performance bond (pages PB-1 to PB-3, inclusive).
 - 3. Payment bond (pages PYB-1 to PYB-3, inclusive).
 - 4. General Conditions consisting of 66 pages of a modified version of EJCDC C-700, having a title page with the general title: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.
 - 5. Supplementary Conditions consisting of 151 pages as listed in table of contents (pages SC-1 to SC-6, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 101 sheets with each sheet bearing the following general title: Woman Hollering Creek Wastewater Line.
 - 8. Addenda (numbers 1 to 2, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - 10. Contractor's Bid (pages BF-1 to BF-12, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as

expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect

the execution of the Contract.

10.06 Other Provisions

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

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

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

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

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

BID FORM - to replace unit price table in Agreement

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
BASE BID					
General					
1	1	LS	Mobilization	\$ 466,000.00	\$ 466,000.00
2	1	LS	SWPPP	\$ 20,000.00	\$ 20,000.00
3	1	LS	Trench Safety Plan	\$ 10,000.00	\$ 10,000.00
4	1	LS	Grading	\$ 1,500.00	\$ 1,500.00
5	28.32	AC	Clearing and Grubbing	\$ 4,500.00	\$ 127,440.00
6	23,508	LF	Silt Fence	\$ 3.50	\$ 82,278.00
7	718	LF	Rock Berm	\$ 30.00	\$ 21,540.00
8	25	LF	Mulch Sock	\$ 15.00	\$ 375.00
9	4	EA	Stabilized Construction Entrance	\$ 3,500.00	\$ 14,000.00
10	1847 1993	LF	Remove and Replace Fence	\$ 35.00	\$ 69,755.00
11	1,011	LF	Tree Protection Fencing - 4' Fluorescent Orange Fence	\$ 2.00	\$ 2,022.00
12	5454 5452	LF	Temporary Cattle Fencing	\$ 15.00	\$ 81,780.00
13	2562 2474	LF	5-Strand Barbed Wire Fence (T-Post)	\$ 15.00	\$ 37,110.00
14	35	CY	Roadway Excavation	\$ 5.00	\$ 175.00
15	24 27	LF	6" PVC Sanitary Sewer Laterals, SDR 26	\$ 80.00	\$ 2,160.00
16	54 49	LF	8" PVC Sanitary Sewer Laterals, SDR 26	\$ 85.00	\$ 4,165.00
17	2 3	EA	6" Sanitary Sewer Service Stubs or Reconnections	\$ 1,200.00	\$ 3,600.00
18	3	EA	8" Sanitary Sewer Service Stubs or Reconnections	\$ 1,400.00	\$ 4,200.00
19	60	SY	Pavement Repair and Resurfacing	\$ 200.00	\$ 12,000.00
20	4	EA	Concrete Driveway Repair		
21	481	SY	Hydromulch	\$ 2.00	\$ 962.00

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
Gravity Line (Pipe Depths)					
22	516	LF	18" Gravity Wastewater Pipe (PVC) (6' - 10')	\$ 90.00	\$ 46,440.00
23	795	LF	18" Gravity Wastewater Pipe (PVC) (10' - 14')	\$ 100.00	\$ 79,500.00
24	124	LF	18" Gravity Wastewater Pipe (PVC) (14' - 18')	\$ 110.00	\$ 13,640.00
25	378	LF	30" Gravity Wastewater Pipe - C1 (PVC) (6' - 10')	\$ 195.00	\$ 73,710.00
26	129	LF	30" Gravity Wastewater Pipe - C1 (PVC) (10' - 14')	\$ 200.00	\$ 25,800.00
27	215	LF	30" Gravity Wastewater Pipe - C1 (PVC) (14'- 18)	\$ 215.00	\$ 46,225.00
28	221	LF	30" Gravity Wastewater Pipe - C1 (PVC) (18' - 22')	\$ 250.00	\$ 55,250.00
29	47	LF	30" Gravity Wastewater Pipe (PVC) (6'-10')	\$ 195.00	\$ 9,165.00
30	5,269	LF	30" Gravity Wastewater Pipe (PVC) (10'-14')	\$ 200.00	\$ 1,053,800.00
31	1,655	LF	30" Gravity Wastewater Pipe (PVC) (14'-18')	\$ 215.00	\$ 355,825.00
32	949	LF	30" Gravity Wastewater Pipe (PVC) (18'-22')	\$ 250.00	\$ 237,250.00
33	1,098	LF	30" Gravity Wastewater Pipe (PVC) (22'-25')	\$ 255.00	\$ 279,990.00
34	1,232	LF	30" Gravity Wastewater Pipe (PVC) (25'-30')	\$ 335.00	\$ 412,720.00
35	4156 1157	LF	30" Gravity Wastewater Pipe (PVC) (30'-35')	\$ 520.00	\$ 601,640.00
14" Force Main (Pipe Depths)					
36	5,062	LF	14" Force Main Wastewater Pipe (HDPE) (6'- 10') - Including Tracer Wire	\$ 85.00	\$ 430,270.00
37	674	LF	14" Force Main Wastewater Pipe (HDPE) (10'- 14') - Including Tracer Wire	\$ 90.00	\$ 60,660.00
38	57	LF	14" Force Main Wastewater Pipe (HDPE) (14'-18') - Including Tracer Wire	\$ 100.00	\$ 5,700.00
39	3	EA	42" 14" Eccentric Plug Valve (Flanged) Fully Ported w/ Valve Box	\$ 10,800.00	\$ 32,400.00
40	2	EA	2" Combination Air Release Valve	\$ 14,400.00	\$ 28,800.00
40B	1	EA	1.5" Air Release Valve w/ 2" Diameter Air Intake Pipe	\$ 7,860.00	\$ 7,860.00
40C	1	EA	14" Blow Off Valve Assembly	\$ 46,400.00	\$ 46,400.00

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
Wastewater Structures					
41	42	EA	5' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	\$ 12,100.00	\$ 508,200.00
42	1	EA	6' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	\$ 13,650.00	\$ 13,650.00
43	2	EA	8' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	\$ 21,000.00	\$ 42,000.00
44	466	VF	Extra Depth Manhole for 5'-Manhole (Greater Than 6')	\$ 360.00	\$ 167,760.00
45	10	VF	Extra Depth Manhole for 6'-Manhole (Greater than 6')	\$ 460.00	\$ 4,600.00
46	18	VF	Extra Depth Manhole for 8'-Manhole (Greater than 6')	\$ 870.00	\$ 15,660.00
47	170	LF	Jacking or Boring 30" Steel Encasement Pipe (Carrier Pipe and Encasement)	\$ 950.00	\$ 161,500.00
48	44	LF	Jacking or Boring 36" Steel Encasement Pipe (Carrier Pipe and Encasement)	\$ 1,050.00	\$ 46,200.00
49	1,127	LF	Jacking or Boring 48" Steel Encasement Pipe (Carrier Pipe and Encasement)	\$ 1,537.00	\$ 1,732,199.00
50	220	LF	30" Steel Encasement Pipe	\$ 300.00	\$ 66,000.00
51	100	LF	48" Steel Encasement Pipe	\$ 600.00	\$ 60,000.00
52	19	EA	16' Cattle/Utility Gate with Chain (Lock to be Provided by City of Schertz)	\$ 950.00	\$ 18,050.00
53	12	EA	14' Cattle Gate with Chain (Lock to be Provided by City of Schertz)	\$ 1,260.00	\$ 15,120.00
54	2	CY	Thrust Blocking at Bends on Force Mains (10 Degree to 90 Degree)	\$ 110.00	\$ 220.00
55	45	EA	Square Reflectors	\$ 400.00	\$ 18,000.00

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
Lift Station					
56	1	EA	16' D x 29.5' H Cast-In-Place Storage Well	\$ 300,000.00	\$ 300,000.00
57	1	EA	16' D x 35.5' H Cast-In-Place Wet Well	\$ 320,000.00	\$ 320,000.00
58	4	EA	Concrete Pads for Wet Wells (Bottoms and Tops)	\$ 17,000.00	\$ 68,000.00
59	2	EA	Submersible Wastewater Pump with Appurtenances	\$ 120,000.00	\$ 240,000.00
60	1	EA	6" D.I. Eccentric Plug Valve w/ Quick Connect (Flanged)	\$ 8,270.00	\$ 8,270.00
61	5	EA	12" Eccentric Plug Valve (Flanged) Fully Ported	\$ 3,950.00	\$ 19,750.00
62	4	EA	12" D.I. Swing Check Valve (Flanged)	\$ 6,860.00	\$ 27,440.00
63	1	EA	Liquid Filled Pressure Gauge (0-200 PSI) (Flanged with Ball Valve)	\$ 1,390.00	\$ 1,390.00
64	1	EA	12" Mag Meter/Flow Meter Transducer (Krohne Model Enviromag 2000)	\$ 9,000.00	\$ 9,000.00
65	4	EA	36"x54" Single Leaf Aluminum Hatch Cover Halliday Products (Model W1C3648)	\$ 1,600.00	\$ 6,400.00
66	1	EA	72"x48" Double Leaf Aluminum Hatch Cover, Halliday Products (Model W2C7248)	\$ 2,800.00	\$ 2,800.00
67	1	EA	Jib Crane - 3 TON Capacity	\$ 28,800.00	\$ 28,800.00
68	1	EA	Electric Hoist	\$ 15,700.00	\$ 15,700.00
69	4	LS	Air Scrubber		
70	1	EA	24" x 12" D.I. Tee	\$ 7,320.00	\$ 7,320.00
71	1	EA	24" x 12" D.I. Concentric Reducer	\$ 6,070.00	\$ 6,070.00
72	4	EA	12" Coupling (Flanged)	\$ 390.00	\$ 1,560.00
73	49	LF	12" D.I. Spool Pipe (Flanged)		
74	4	EA	Link Seal w/ Casing	\$ 1,130.00	\$ 4,520.00
75	1	EA	24" D.I. Blind Flange	\$ 6,640.00	\$ 6,640.00
76	4	EA	12" D.I. 90 Degree Long Radius Bend (Flanged)	\$ 2,610.00	\$ 10,440.00
77	68 218	LF	12" D.I. Discharge Pipe (Flanged)	\$ 420.00	\$ 91,560.00
78	2	EA	12" D.I. 45 Degree Bend (Flanged)	\$ 2,550.00	\$ 5,100.00
79	22	LF	12" D.I. Discharge Pipe (Flanged) to 14" FM		
80	3	EA	12" x 12" D.I. Tee (Flanged)	\$ 2,700.00	\$ 8,100.00
81	4	EA	12" x 8" Eccentric Reducer (Flanged)	\$ 1,720.00	\$ 6,880.00
82	1	EA	12" x 12" x 6" D.I. Wye (Flanged)	\$ 4,800.00	\$ 4,800.00
83	2	EA	6" Stainless Steel Vent Pipe with Stainless Steel Insect Screen	\$ 980.00	\$ 1,960.00
84	4	EA	Galvanized Steel Post Up Ladder with Extension		

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
85	3	EA	Rubber Gasket Manhole Boot with Stainless Steel Clamp	\$ 320.00	960.00
86	12	EA	Pipe Supports (Adjustable)	\$ 1,920.00	23,040.00
87	1	LS	Electrical Service, Pump Controller and Transfer Switch	\$ 845,000.00	\$ 845,000.00
88	1	LS	Area Lighting on Pole with Photo Cell	\$ 4,000.00	\$ 4,000.00
89	435	LF	8' Rock Style Fence	\$ 120.00	52,200.00
90	2	EA	(2) 12' Wide, Double Swing, Gates with 180° Hinges and Key Pad Locked	\$ 3,730.00	7,460.00
91	504	LF	1' Concrete Ribbon Curb	\$ 37.00	18,648.00
92	83	LF	Stand up curb	\$ 27.00	2,241.00
93	1	EA	Concrete Driveway	\$ 5,330.00	\$ 5,330.00
94	64 128	LF	24" RCP Culvert	\$ 86.00	11,008.00
95	1	LS	Asphalt Paved Area	29,100.00	29,100.00
96	7	EA	Steel Bollards (Concrete Filled)	\$ 130.00	910.00
97	1	LS	450 KW (MIN.) 563 KVA, 677A 3-Phase Diesel Generator with Appurtenances	\$ 85,000.00	\$ 85,000.00
98	1	LS	SCADA with Appurtenances	\$ 75,000.00	\$ 75,000.00
99	500	SY	Coating	\$ 120.00	60,000.00
100	1	EA	Structural Concrete Pad for Generator	\$ 14,000.00	\$ 14,000.00
101	1	EA	Non-structural Concrete Pad for Control Panel	\$ 36,900.00	\$ 36,900.00
102	1	EA	Jib Crane Foundation	\$ 19,600.00	\$ 19,600.00
403	4	EA	Air Scrubber Pad		
104	1	LS	Commissioning Pumps, Generator and SCADA	12,000.00	12,000.00
105	4	EA	Combination Guard & Handrail Prefab, Galvanized Steel Stairway & Platform	6,170.00	24,680.00
105B	79	SY	6' Concrete Sidewalk	48.00	3,792.00
105C	1	LS	TxDOT Grade 1 Crushed Stone (860 SY)	9,530.00	9,530.00
105C	8	EA	12" D.I. 45 Degree Bend (Flanged) - Inside Wet Well	1,320.00	10,560.00
105D	1	EA	12" D.I. Pipe to 14" HDPE Pipe Transition Coupling	2,650.00	2,650.00
Lift Station Demolition					
106	1	LS	Sedona Lift Station Decommissioning	23,400.00	23,400.00
107	1	LS	Diversion Pumping	10,500.00	10,500.00
Total Construction (Base Bid)					\$ 10,323,275.00

TABULATION OF ALTERNATIVE 1 IS FURTHER ITEMIZED AS FOLLOWS:

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
BID ALTERNATIVE 1 - REPLACE PVC WITH CCFRPM					
108	-1	LS	Mobilization		
109	-516	LF	18" Gravity Wastewater Pipe (PVC) (6' - 10')	\$ 90.00	(\$ 46,440.00)
110	-795	LF	18" Gravity Wastewater Pipe (PVC) (10' - 14')	\$ 100.00	(\$ 79,500.00)
111	-124	LF	18" Gravity Wastewater Pipe (PVC) (14' - 18')	\$ 110.00	(\$ 13,640.00)
112	-378	LF	30" Gravity Wastewater Pipe - C1 (PVC) (6' - 10')	\$ 195.00	(\$ 73,710.00)
113	-129	LF	30" Gravity Wastewater Pipe - C1 (PVC) (10' - 14')	\$ 200.00	(\$ 25,800.00)
114	-215	LF	30" Gravity Wastewater Pipe - C1 (PVC) (14'- 18)	\$ 215.00	(\$ 46,225.00)
115	-221	LF	30" Gravity Wastewater Pipe - C1 (PVC) (18' - 22')	\$ 250.00	(\$ 55,250.00)
116	-47	LF	30" Gravity Wastewater Pipe (PVC) (6'-10')	\$ 195.00	(\$ 9,165.00)
117	-5269	LF	30" Gravity Wastewater Pipe (PVC) (10'-14')	\$ 200.00	(\$ 1,053,800.00)
118	-1655	LF	30" Gravity Wastewater Pipe (PVC) (14'-18')	\$ 215.00	(\$ 355,825.00)
119	-949	LF	30" Gravity Wastewater Pipe (PVC) (18'-22')	\$ 250.00	(\$ 237,250.00)
120	-1098	LF	30" Gravity Wastewater Pipe (PVC) (22'-25')	\$ 255.00	(\$ 279,990.00)
121	-1232	LF	30" Gravity Wastewater Pipe (PVC) (25'-30')	\$ 335.00	(\$ 412,720.00)
122	-1156	LF	30" Gravity Wastewater Pipe (PVC) (30'-35')	\$ 520.00	(\$ 601,120.00)
123	1	LS	Mobilization		
124	516	LF	18" Gravity Waterwater Pipe (CCFRPM) (6'-10')	\$ 100.00	\$ 51,600.00
125	795	LF	18" Gravity Waterwater Pipe (CCFRPM) (10'-14')	\$ 105.00	\$ 83,475.00
126	124	LF	18" Gravity Waterwater Pipe (CCFRPM) (14'-18')	\$ 115.00	\$ 14,260.00
127	378	LF	30" Gravity Wastewater Pipe - C1 (CCFRPM) (6' - 10')	\$ 185.00	\$ 69,930.00
128	129	LF	30" Gravity Wastewater Pipe - C1 (CCFRPM) (10' - 14')	\$ 190.00	\$ 24,510.00
129	215	LF	30" Gravity Wastewater Pipe - C1 (CCFRPM) (14'- 18)	\$ 205.00	\$ 44,075.00
130	221	LF	30" Gravity Wastewater Pipe - C1 (CCFRPM) (18' - 22')	\$ 235.00	\$ 51,935.00
131	47	LF	30" Gravity Waterwater Pipe (CCFRPM) (6'-10')	\$ 185.00	\$ 8,695.00
132	5,269	LF	30" Gravity Waterwater Pipe (CCFRPM) (10'-14')	\$ 190.00	\$ 1,001,110.00
133	1,655	LF	30" Gravity Waterwater Pipe (CCFRPM) (14'-18')	\$ 205.00	\$ 339,275.00
134	949	LF	30" Gravity Waterwater Pipe (CCFRPM) (18'-22')	\$ 235.00	\$ 223,015.00
135	1,098	LF	30" Gravity Waterwater Pipe (CCFRPM) (22'-25')	\$ 240.00	\$ 263,520.00
136	1,232	LF	30" Gravity Waterwater Pipe (CCFRPM) (25'-30')	\$ 300.00	\$ 369,600.00
137	1456 1157	LF	30" Gravity Waterwater Pipe (CCFRPM) (30'-35')	\$ 480.00	\$ 555,360.00
Total Construction (Bid Alternative 1)					\$ (190,075.00)

TABULATION OF ALTERNATIVE 2 IS FURTHER ITEMIZED AS FOLLOWS:

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
BID ALTERNATIVE 2 - REPLACE PRECAST CONCRETE MANHOLES WITH POLYMER MANHOLES					
138	-1	LS	Mobilization (Base Bid)		
139	-42	EA	5' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	\$ 12,100.00	(\$ 508,200.00)
140	-1	EA	6' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	\$ 13,650.00	(\$ 13,650.00)
141	-2	EA	8' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	\$ 21,000.00	(\$ 42,000.00)
142	-466	VF	Extra Depth Manhole for 5'-Manhole (Greater Than 6')	\$ 360.00	(\$ 167,760.00)
143	-10	VF	Extra Depth Manhole for 6'-Manhole (Greater than 6')	\$ 460.00	(\$ 4,600.00)
144	-18	VF	Extra Depth Manhole for 8'-Manhole (Greater than 6')	\$ 870.00	(\$ 15,660.00)
145	1	LS	Mobilization		
146	42	EA	5' Pre-Cast Polymer Manhole (Water Tight Ring and Cover)	\$ 16,900.00	\$ 709,800.00
147	1	EA	6' Pre-Cast Polymer Manhole (Water Tight Ring and Cover)	\$ 22,000.00	\$ 22,000.00
148	2	EA	8' Pre-Cast Polymer Manhole (Water Tight Ring and Cover)	\$ 39,000.00	\$ 78,000.00
149	466	VF	Extra Depth Polymer Manhole for 5'-Manhole (Greater Than 6')	\$ 720.00	\$ 335,520.00
150	10	VF	Extra Depth Polymer Manhole for 6'-Manhole (Greater than 6')	\$ 920.00	\$ 9,200.00
151	18	VF	Extra Depth Polymer Manhole for 8'-Manhole (Greater than 6')	\$ 1,740.00	\$ 31,320.00
Total Construction (Bid Alternative 2)					\$ 433,970.00

TABULATION OF ALTERNATIVE 3 IS FURTHER ITEMIZED AS FOLLOWS:

Bid Line Item	Quantity	Unit	Item Description	Unit Price	Amount
BID ALTERNATIVE 3 - CONSTRUCT PROPOSED 30" HDPE FORCE MAIN					
152	-1	LS	Mobilization		
153	1	LS	Mobilization	\$ 100,000.00	\$ 100,000.00
154	2 3	EA	24" 30" Eccentric Plug Valve (Flanged) Fully Ported w/ Valve Box	\$ 52,000.00	\$ 156,000.00
155	1	EA	24" Eccentric Plug Valve (Flanged) Fully Ported	\$ 33,000.00	\$ 33,000.00
156	1	EA	24" Mag Meter/Flow Meter Transducer (Krohne Model Enviromag 2000)	\$ 16,000.00	\$ 16,000.00
157	8	LF	24" D.I. Spool Pipe (Flanged)		
158	23 38	LF	24" D.I. Discharge Pipe (Flanged) -To 30" FM	\$ 900.00	\$ 34,200.00
159	1	LF	24" D.I. Pipe to 30" HDPE Pipe Transition Coupling	\$ 15,000.00	\$ 15,000.00
160	13	LF	30" Gravity Wastewater Pipe (PVC) (14'-18')	\$ 205.00	\$ 2,665.00
161	1	EA	Liquid Filled Pressure Gauge (0-200 PSI) (Flanged with Ball Valve)	\$ 1,600.00	\$ 1,600.00
162	1	EA	8' Pre-Cast Concrete Manhole (Water Tight Ring and Cover)	\$ 21,000.00	\$ 21,000.00
163	11	VF	Extra Depth Manhole for 8'-Manhole (Greater than 6')	\$ 930.00	\$ 10,230.00
164	2 1	EA	1.5" Air Release Valve w/ 2" Diameter Air Intake Pipe	\$ 6,000.00	\$ 6,000.00
165	2	EA	2" Combination Air Release Valve	\$ 13,000.00	\$ 26,000.00
166	3,659	LF	30" Force Main Wastewater Pipe (HDPE) (6'-10') - Including Tracer Wire	\$ 196.00	\$ 717,164.00
167	2,003	LF	30" Force Main Wastewater Pipe (HDPE) (10'-14') - Including Tracer Wire	\$ 217.00	\$ 434,651.00
168	101	LF	30" Force Main Wastewater Pipe (HDPE) (14'-18') - Including Tracer Wire	\$ 220.00	\$ 22,220.00
169	170	LF	Jacking or Boring 48" Steel Encasement Pipe	\$ 1,500.00	\$ 255,000.00
170	219	LF	48" Steel Encasement Pipe	\$ 600.00	\$ 131,400.00
170B	1	EA	30" Blow Off Valve Assembly	\$ 60,000.00	\$ 60,000.00
170C	2	EA	24" D.I. 45 Degree Bend (Flanged)	\$ 4,500.00	\$ 9,000.00
170D	2	EA	Pipe Supports (Adjustable)	\$ 1,000.00	\$ 2,000.00
Total Construction (Bid Alternative 3)					\$ 2,053,130.00

BID SUMMARY

DESCRIPTION	BID PRICE
BASE BID	\$10,323,275.00
BID ALTERNATIVE 1	\$ (190,075.00)
BID ALTERNATIVE 2	\$ 433,970.00
BID ALTERNATIVE 3	\$2,053,130.00

BID/RFP#

2021-009

EVALUATION SUMMARY

Date: _____

Project Name: Woman Hollering Creek Sanitary Sewer Project

INSTRUCTIONS: Enter a number 0 through 4 for each category for each proposer. You may use 0.25 increments if necessary.

0 = Not Compliant, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent

You may NOT enter a number higher than 4.0. An explanation is required for a score of 0

Criteria	Points	BRH Garver Construction LP	Spiess Construction Co Inc	D Guerra Construction	Pesado Construction	Thalle Construction	SJ Louis Construction of Texas
Financial Consideration (Cost Proposal)	50	\$18,199,127.00	\$14,177,156.00	\$13,187,872.00	\$10,667,620.50	\$10,323,275.00	\$11,578,286.70
		28.36	36.41	39.14	48.39	50	44.58032206
Qualifications of Offeror and Experience on Similar Projects	25	3.35	2.50	3.05	3.05	3.45	2.95
		20.94	15.63	19.06	19.06	21.56	18.44
Available Resources to Complete the Project	15	3.10	2.70	3.20	3.35	3.55	3.40
		11.63	10.13	12.00	12.56	13.31	12.75
Corporate History and Stability	5	3.25	2.35	2.70	3.15	3.10	2.75
		4.06	2.94	3.38	3.94	3.88	3.44
References	5	2.30	2.10	2.60	2.55	3.20	2.40
		2.88	2.63	3.25	3.19	4.00	3.00
Average Total %	100	67.86	67.72	76.83	87.14	92.75	82.21

(Lowest Price / Evaluated Price) * Pts for Section

VENDOR	BASE BID	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3
BRH Garver Construction LP	\$18,199,127.00	-\$76,693.00	\$508,200.00	\$3,290,157.00
Spiess Construction Co Inc	\$14,177,156.00	-\$307,038.00	\$405,000.00	\$2,187,978.00
D Guerra Construction	\$13,187,872.00	-\$211,425.00	\$360,080.00	\$2,173,364.50
Pesado Construction	\$10,667,620.50	-\$194,268.00	\$398,821.00	\$1,865,074.00
Thalle Construction	\$10,323,275.00	-\$190,075.00	\$433,970.00	\$2,053,130.00
SJ Louis Construction of Texas	\$11,578,286.70	-\$63,476.00	\$488,908.00	\$1,697,208.50

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021

Department: Engineering

Subject: Resolution No. 21-R-107 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with AG|CM, Inc., for Owner's Representative Services related to the Woman Hollering Creek Wastewater Project. (B. James/K. Woodlee)

BACKGROUND

The Woman Hollering Creek Wastewater Trunk Main and Lift Station Project (WHC WW Project) is part of the City's effort to establish and expand public wastewater collection and conveyance service to the southern portion of Schertz. The project generally consists of 13,000 linear feet (lf) of 30-inch diameter gravity main, 1,500 lf of 18-inch gravity main, 6,000 lf of 14-inch force main, and a wastewater lift station with 16-foot diameter storage and wet wells. Once constructed, the project will provide the backbone to a future system that will serve approximately 4,461 acres and 6,450 dwelling units in an area known as the WHC sewershed. The project will convey wastewater to the newly constructed CCMA water reclamation plant on Trainer Hale Road.

Construction of the WHC WW Project is expected to cost \$11,100,000 and will take 12 to 15 months to be fully complete. In order to ensure that construction is managed appropriately and that it is done in compliance with City and other applicable standards, and considering current workload, City staff must be augmented by qualified professional contractual assistance.

AG|CM has an existing master agreement to provide on-call owner's rep services on behalf of the City. This task order falls under the scope of the master agreement established and approved by council on resolution 19-R-112.

GOAL

The goal of the owner's representative contract is to provide the appropriate level of construction management and quality assurance through installation of the Woman Hollering Creek Wastewater trunk main, lift station, and forcemain (WHC Project). Management and inspection of the WHC Project will demand significantly more time than current city staff has available. By providing for contracted owner's rep services, the project can be managed more thoroughly and properly. AG|CM personnel will function on the WHC Project as an extension of staff resources during the construction period.

COMMUNITY BENEFIT

The community benefits from having well run projects that are completed on-time and on-budget, to ensure that taxpayer funds are used responsibly. AG|CM will work for the city to accomplish those goals.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approve Resolution 21-R-107.

FISCAL IMPACT

Funding needed for the not to exceed amount of this agreement is \$333,000. That amount will be covered under the total funding for construction and ancillary tasks associated with the WHC WW Project. Total funding for the current construction effort comes from a combination of 2013 Bond Sales, Wastewater Capital Recovery Funds, and planned Future Bond Sales, and totals \$11,783,000.

RECOMMENDATION

Staff recommends Council approve Resolution 21-R-107.

Attachments

Resolution 21-R-107

Attachment A AGCM Agreement

RESOLUTION NO. 21-R-107

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A CONTRACT WITH AG|CM, INC., FOR OWNER'S REPRESENTATIVE SERVICES RELATED TO THE WOMAN HOLLERING CREEK WASTEWATER PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has determined that the City requires construction management and quality assurance services relating to the construction of the Woman Hollering Creek Wastewater Project; and

WHEREAS, City staff has determined that AG|CM, Inc., is an approved project management firm with the City, and is qualified to provide such owner's representative services for the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an Agreement with AG|CM, Inc., for a base amount of \$302,550, pursuant to the proposal attached hereto as Exhibit A ("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 AGCM, Inc., in substantially the form set forth on Exhibit A and in accordance with the "Owners Rep Professional Services Agreement" in place between the City and AG|CM, for an amount of \$302,550 and authorize additional expenditures as needed up to an amount not to exceed \$333,000.

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 28th day of September, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A
AGREEMENT

Friday, September 10, 2021

Ms. Kathryn J. Woodlee, PE
City Engineer – City of Schertz
10 Commercial Place, Bldg 2
Schertz, TX 78154

SUBJECT: CONSTRUCTION MGMT/QA SERVICES
WOMAN HOLLERING WASTEWATER PROJECT

Ms. Woodlee:

AG|CM, Inc. is pleased to provide a proposal for CM/QA Services on The Woman Hollering Wastewater Project, in accordance with the “Owners Rep Professional Services Agreement” recently awarded us by The City of Schertz.

- AG|CM, Inc. will perform Construction Management/Quality Assurance Observation duties assigned by The City of Schertz, and other duties requested consistent with the scope awarded in the contract, estimated 15-40 hours/week, at a “Not To Exceed” amount of **\$302,550** over a period of 14 months.
- Billable rates are as follows
 - 2021 rate is \$130/hr
 - 2022 rate is \$135/hr

Please indicate your acceptance of this proposal by signing below. Let me know of any questions, and thank you again for the opportunity. We look forward to working with you!

Respectfully,



Ryan K. Rosborough
Vice President, Central Region
AG|CM, Inc.

Attached: Manpower Exhibit A

Signature - Accepted By: _____

Name and Title: _____

Date: _____

Exhibit A Manpower
Woman Hollering Project

AG CM, Inc. City of Schertz Wastewater Project Construction Manager/QA Inspector					
			Year	Year	Total
		Title/Position/Item	2021	2022	
		PERSONNEL			
	1	Construction Manager - Marcus Garc	\$48,750	\$253,800	\$302,550
		Manhour Subtotal	\$48,750	\$253,800	\$302,550

Exhibit A Manpower
City of Schertz WW Project

[illegible]

Exhibit A Manpower
City of Schertz WW Project

[illegible]

Rate Sheet
AG|CM, Inc.
January 1, 2020

Personnel			
Title/Position		2021	2022
1	Construction Manager - Marcus Garcia	\$130.00	\$135.00
Project Specific			
General Conditions			

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021
Department: Executive Team
Subject: The City Staff is recommending to renovate the Borgfeld Facility to administrative space.

BACKGROUND

The Borgfeld facility was originally built in 1992 as the Schertz Kennel. In 2014, Animal Services relocated from the facility on Borgfeld to their new location on Community Circle. Since 2015, the facility has been empty and in need of repairs.

City Staff is currently in need of approximately 30,000 square feet for different functions across the City with an increasing demand on administrative space. Renovating the Borgfeld facility will provide at least 2400 square feet of administrative space with the opportunity for up to 5000 square feet of useable space.

The Staff is proposing to renovate the space using budgeted FY 21-22 operations and maintenance funds from the Public Works Budget for a cost of \$26.33/sqft. New construction of a similar sized facility is approximately \$300/sqft. The current total estimate to renovate the space is \$63,000.

Renovation costs are a significant savings over new construction costs and will provide much needed space for employees and services to the City of Schertz.

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 2021

Department: Engineering

Subject: Monthly update - on Major Projects in progress/CIP. (B. James/K. Woodlee)

Attachments

September 2021 Major Project Update

CITY COUNCIL MEMORANDUM

City Council Meeting: September 28, 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: Construction Phase
- Construction Start: June 2021
- Estimated Completion: September 2021
- Cost of Construction: \$1,372,794
- Project Update: Construction has progressed on schedule throughout the project and substantial completion is still expected to be achieved on September 30th. Fleet is scheduled to begin moving into the facility at the start of October. Weekly project meetings continue with City Staff and the contractor to discuss progress and any project issues.

2. Animal Adoption Center HVAC Replacement Project

- Project Status: Pre-Construction Phase
- Estimated Construction Start: October 2021
- Estimated Cost of Construction: \$700,000
- Project Update: Team Mechanical was issued the building permit on August 12th. Construction is expected to begin in early October and be completed in Late 2021.

3. Fire Station #1 HVAC Replacement Project

- Project Status: Complete
- Construction Start: July 2021
- Estimated Completion: Summer 2021
- Cost of Construction: \$38,214.00
- Project Update: Beyer Mechanical completed all of the work and it has been accepted by City Staff.

Drainage Projects:

1. Castle Hills Channel, Colony Drive Channel, Osage Avenue Channel

- Project Status: Complete
- Start: November 2020
- Estimated Completion: Summer 2021
- Cost of Construction: \$378,425.15 (NTE \$416,267.68)
- Project Update: C-3 Environmental has completed all three projects and has completed all punch list items.

2. Savannah Square Detention Basin, Sycamore Creek at Westchester Drive, and Dietz Creek at Arroyo Verde (2020 Silt Removal Projects)

- Project Status: Construction Phase
- Consultant: Ford Engineering
- Construction Start: July 26, 2021
- Cost of Construction: \$291,627.47 (NTE \$320,000)
- Project Update: Myers Concrete Construction continues to progress through the silt removal at all three sites. Savannah Square Detention Basin has been prepped for sodding. Dietz Creek silt removal is complete and the channel has passed compaction tests. The next step is placing erosion control along the channel bottom and side slopes. Work is ongoing at Sycamore Creek. The estimated construction completion date is April 22, 2022.

3. Fire Station #2 Channel Improvements

- Project Status: Project Closeout
- Consultant: Ford Engineering
- Construction Start: May 24, 2021
- Construction Completion: Week of August 2, 2021
- Project Update: C3 Environmental Specialties has continued revegetate the work area. However, all project tasks have been complete as of September 13, 2021.

Water and Wastewater Projects:

1. FM 1103 Sewer Extension Project

- Project Status: Project Closeout
- Construction Start: May 2021
- Construction Completion: Summer 2021
- Cost of Construction: \$74,235.00 (NTE: \$81,659.00)
- Project Update: M&C Fonseca Construction has completed all of the project scope of work. The only outstanding item on the project is re-establishing vegetation which is ongoing. The project will be closed out once vegetation is re-established.

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: The concrete pavement grinding is partially complete and is expected to be completed this week. The ground surface will look a little mottled at first. As traffic drives on the surface, the surface will begin to look more uniform.

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: No change from last report. No bids were received for the fog seal bid package. Based on feedback from fog seal suppliers and contractors, the lack of bids was likely due to the contractors being very busy and not able to take on more work at that time. One contractor indicated he is now able to take on more work. The fog seal work is being re-bid.

4. Cibolo Valley Drive Expansion Project

- Project Status: Construction Closeout
- Construction Start: May 2020
- Construction Completion: Summer 2021
- Cost of Construction: \$4,806,762 total (\$1,300,000 City of Schertz Contribution)
- Project Update: Project is complete. Staff is working with a landscaping company to develop plans for finishing the medians in the roadway. As soon as plans are developed, staff will proceed with bidding/getting quotes for the work as soon as possible. The general concept for the plans are to duplicate the rock landscaping around the Schertz sign at I-35 and Schertz Parkway with some low maintenance plants.

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: No change from last report. The project is fully complete.

6. Elbel Road Storm Drain and Paving

- Project Status: Design
- Consultant: Ford Engineering
- Project Start Date: October 4, 2021
- Project Completion Date: Spring 2022
- Total Project Cost: \$1,964,000
- Project Update: R.L. Jones will begin work on the project on Monday, October 4th. Traffic control for the project will be set up on Saturday, October 2nd to allow R.L. Jones to move some equipment and supplies into the project area. The initial traffic control set up will restrict Elbel to one lane in each direction in front of the Post Office. Access to the Post Office will be provided during construction. The first week of work will be confirming the locations of existing utilities and beginning the installation of the new storm drain system. The week of October 11th, the contractor expects to start extending the construction area westward towards Schertz Parkway as the new storm drain piping is installed. The contractor is in contact with the School and will continue to coordinate his activities with their schedule to ensure their drive approaches are accessible when they need to be. Weekly traffic control and project updates will be provided on the City's website.

7. 2020 Street Preservation and Maintenance (Resurfacing) Project

- Project Status: Design
- Consultant: Kimley-Horn & Associates
- Project Update: Two bids were received for the project. Staff recommends award of the contract to Intermountain Slurry Seal, Inc. At the September 28th Council Meeting. The street "prep work" on the project is expected to begin in November and will take a few months to complete. The slurry seal application will likely occur in April/May of 2022.

8. Tri-County Parkway Reconstruction Project

- Project Status: Design
- Consultant: Halff Associates
- Project Update: Bids were opened on September 21st. Six bids were received ranging from about \$4.5 million to about \$5.9 million. Halff Associates and Staff are reviewing the bids and expect to make an award recommendation to Council in October.

9. Woman Hollering Creek Wastewater Interceptor Main and Lift Station

- Project Status: Construction Contract Pending Council Approval
- Consultant: Cobb, Fendley & Associates, Inc.
- Estimated Construction Start: Fall 2021
- Estimated Cost of Construction: \$12 million
- Project Update: A contract for construction with Thalle Construction Co., Inc., is being considered by City Council on September 28, 2021. Additional service agreements are also pending Council approval for owner's representative and construction testing services associated with this project.

10. 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: The construction work on Live Oak is nearing completion. The contractor expects to have the major work items completed by the end of this week. The contractor will have some clean up, backfill, sodding, and some other work to complete in October. This remaining work is expected to have minimal impacts to traffic on Live Oak in October.

11. 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 2022
- Total Project Cost: \$467,280 (NTE \$500,000)
- Project Update: Staff continues to work with LAN to have models and future land use and development projections finalized. Completion of the future conditions evaluation is underway and the Land Use Technical Memo is expected to be submitted in September. 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.

12.16 Dedicated Transmission Main Phase II

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: Design Phase
- Consultant: Kimley-Horn & Associates
- Design Project Start Date: June 1, 2021
- Project Completion Date: Winter 2022
- Project Cost (Phase 2 Design): \$1,508,875.50
- Project Update: No change from last update. Field work for environmental investigations near the Chevron Pipeline crossing, topographic surveying, and geotechnical borings is ongoing. Full survey is expected the week of October 7, 2021 which will be utilized to set final alignment and compare impacts to trees. The 60% Design package is anticipated to be received on December 1, 2021. The project team continues to coordinate with properties with approved right-of-entries for field work.

13. 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: Winter 2021
- Total Project Cost: \$35,000
- Project Update: Consultant and City staff have visited City sites for information collection. Consultant has submitted a final draft from the compiled information and Inventory Assessment is under review by staff.

14. 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)
- Design Project Start Date: August 2020
- Expected Design Project Completion Date: Summer 2021
- Total Project Cost: \$129,795 (NTE \$143,000)
- Project Update: UEG is working on the property/easement acquisition for the site and sewer mains.

15. 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: Construction Phase
- Consultant: Ford Engineering
- Project Start Date: October 11, 2021
- Expected Project Completion Date: January 24, 2023
- Total Project Cost: \$1,785,484.25
- Project Update: MC Fonseca met with the Engineer and City Staff for a pre-construction meeting on September 20, 2021. MC Fonseca will notify residents within the project area that work is anticipated to begin on October 11, 2021.

16. 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
- Design Project Start Date: July 7, 2021
- Project Completion Date: September 7, 2021
- Total Project Cost: \$16,555.00 for the capacity analysis
- Project Update: A technical memo was provided by Kimley-Horn to identify current and future contributing flows. Based on the information provided in the technical

memo, pipe bursting can likely be utilized to upgrade the existing 10” sanitary sewer main to a 15” sanitary sewer main.

17. FM 1518 Utility Relocations

Overall project intent is to relocate the water and sewer utilities to avoid conflicts as part of the TXDOT FM 1518 Project. The current contract is for the design services of the project.

- Project Status: Design Phase
- Consultant: Halff Associates
- Design Project Start Date: June 2021
- Expected Design Project Completion Date: September 2022
- Total Project Cost: \$548,370 (NTE \$600,000)
- Project Update: TXDOT has provided comments to the 90% plan set and Halff is addressing those comments to complete the 95% design. A separate contract for design work has been approved for water line realigned along Aztec Lane which will cross the creek near the CCMA lift station. This is due to limited available ROW along FM 78.

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: Design Phase
- Consultant: Ford Engineering
- Design Project Start Date: June 7, 2021
- Expected Project Completion Date: May 2022
- Total Project Cost: \$466,265.00
- Project Update: The study and report phase (including geotechnical investigation and topographic survey) was completed in August 2021 and the Project Team met with City staff to outline design requirements of the ground storage tank. Design work is ongoing for the ground storage tank and pump station

TxDOT Roadway Projects:

- 1. FM 1103 Improvement Project:** TxDOT is working with the construction contractor for the FM 1103 Improvement project. Construction is expected to begin in September 2021. Further information will be provided with next month’s update.
- 2. FM 1518 Improvement Project:** TxDOT is in the Plans, Specs, and Estimates (PS&E) stage of the project. At this time, the design consultant for TxDOT has prepared 90% construction plans and is working toward 95% completion. The project is scheduled to be let for construction in September 2022.

3. **I-35 Operational Improvements Project (FM 2252 to Schwab Road):** No change from August update. Contractor continues work and estimated final cost of the project is \$25.5 million. The current schedule includes an expectation of substantial completion in late fall 2021.
4. **I-35 NEX (I-410 South to FM 1103):** A design-build contract for the central segment of the I-35 Northeast Expansion project has been awarded to Alamo NEX Construction. The central section runs from 410 N to FM 3009 is fully funded. A groundbreaking ceremony is scheduled for October 14, 2021. Significant construction is expected to begin in Spring 2022.
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 and utility relocations are underway. (No City of Schertz utilities need to be relocated for this project.) Ramp and lane closures take place as necessary and occasionally include full closure of the main lanes for work such as bridge demolitions. The construction timeline for the project is 53 months.

Planning and Community Development Projects:

1. CityView Permitting and Development Software

The CityView software is currently being configured by the CityView implementation team. City Staff participated in validation/testing of the software in August and are currently working on that validation effort. Validation involves testing the software from both sides – what customers will see and what City Staff will see once the system is complete and operational. Once validation is complete, the project moves to end user staff training and then goes live.

- Total Project Cost: \$523,766.00
- Project Start Date: June 2018
- Project Completion Date: TBD – Fall/Winter 2021