



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
February 22, 2022

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, FEBRUARY 22, 2022 at 6:00 p.m.

City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, February 22, 2022, 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 Brown)**

Presentations

- Proclamation recognizing George Washington's Birthday.
- Proclamation recognizing National Engineers Week.

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 February 8, 2022, and the minutes of the Special meeting of February 11, 2022. (B. Dennis)
2. **Ordinance No. 22-S-07** - Consideration and/or action on a request to amend the Comprehensive Land Use Plan by changing approximately 44 acres of the Future Land Use Map from Mixed-Use Neighborhood land use designation to the Single-Family Residential land use designation, generally located 3,650 feet east from the intersection of Schaefer Road and FM 1518, also known as Bexar County Property Identification Numbers, 309807, 309837, 309814 City of Schertz, Bexar County, Texas. ***Final Reading*** (B. James/L. Wood/M.Harrison)
3. **Resolution No. 22-R-21** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas amending the Professional Services Agreement with Cobb, Fendley & Associates, Inc., relating to Engineering Services for the Woman Hollering Creek Wastewater Project. (B. James/K. Woodlee)
4. **Resolution No. 22-R-24** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas establishing a public hearing date to consider the approval of updated land use assumptions, capital improvements plan and impact fees for roads; and providing an effective date. (M. Browne/B. James)
5. **Resignations to Boards/Commissions/Committees** - Consideration and/or action regarding resignations to various Boards/Commissions/Committees. (Council/B. Dennis)
 - Resignation of Ms. Jackie Hollis - Historical Preservation Commission
 - Resignation of Mr. Jason Blataric - Historical Preservation Commission
 - Resignation of Mr. Howard Alperin - Historical Preservation Commission
 - Resignation of Dean Midlick - Historical Preservation Commission
 - Resignation of Mr. Earl Platt - Planning & Zoning Commission

6. **Resolution No. 22-R-20** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Memorandum of Understanding between 502 Air Base Wing and Schertz Police Department for Law Enforcement Response Assistance and Information Sharing (C. Kelm/M. Bane)

Discussion and Action Items

7. **Resignation** - Consideration and/or action regarding the Resignation of Councilmember Rosemary Scott, City Council Place 2.
8. **Resolution No. 22-R-18** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a letter of support for a Housing Tax Credit application by the NRP Group for a multifamily project on FM 1518. (M. Browne/B. James)
9. **Resolution No. 22-R-19** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a letter of support for a Housing Tax Credit application by Schertz Hidden Oaks, LP for a multifamily project on Schertz Parkway. (M.Browne/B. James)
10. **Capital Recovery Fee Credit Request** - Consideration and/or action on a request by HLH Development, LLC to receive Sewer Capital Recovery Fee Credit and other matters relating to the Hallie's Cove Pump and Haul Facility. (C. Kelm/S. Williams)
11. **Ordinance No. 22-S-08** - Consideration and/or action on a request to amend the Comprehensive Land Use Plan by changing approximately 15 acres of the Future Land Use Map from Estate Neighborhood land use designation to the Mixed-Use Neighborhood Center land use designation, generally located 2,500 feet southeast from the intersection of Lower Seguin Road and FM 1518, known as 9120 E FM 1518 N, also known as Bexar County Property Identification Numbers, 309999 and 309997, City of Schertz, Bexar County, Texas. **Final Reading** (B.James/L.Wood/M.Harrison)
12. **Ordinance No. 22-T-05** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the Fiscal Year 2021-2022 budget to construct a splashpad at Wendy Swan Memorial Park, repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. **First Reading** (B. James/L. Shrum)

Roll Call Vote Confirmation

Closed Session

13. The City Council will meet in closed session in accordance with Section 551.071 of the Texas Government Code, Consultation with the Attorney regarding American Rescue Plan Act (ARPA) Business Grant Program.

14. City Council will meet in closed session in accordance with Section 551.074 of the Texas Government Code, regarding filling the vacancy of City Council Place 2.
15. City Council will meet in closed session in accordance with Section 551.072 of the Texas Government Code regarding the purchase, sale, exchange or lease of real property in support of City Water and Wastewater Services in Northern Schertz.

Reconvene into Regular Session

- 13a. Take any action based on discussions held in Closed Session under Agenda Item 13.
- 14a. Take any action based on discussions held in Closed Session under Agenda Item 14.
- 15a. Take any action based on discussions held in Closed Session under Agenda Item 15.

Roll Call Vote Confirmation

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 18th DAY OF FEBRUARY 2022 AT 12:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

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 _____, 2022. 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 Place 2 - Vacant
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: February 22, 2022
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the regular meeting of February 8, 2022, and the minutes of the Special meeting of February 11, 2022. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on February 8, 2022, and a Special meeting on February 11, 2022.

RECOMMENDATION

Recommend Approval.

Attachments

2-8-2022 draft min
2-11-2022 Draft min

DRAFT

MINUTES REGULAR MEETING February 8, 2022

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on February 8, 2022, 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 David Scagliola; Councilmember Mark Davis; Councilmember Rosemary Scott; Councilmember Jill Whittaker; Councilmember Michael Dahle; Councilmember Allison Heyward; Councilmember Tim Brown

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

Call to Order

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

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

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

Presentations

- Proclamation recognizing the Official San Antonio Stock Show & Rodeo Season. (Mayor/B. Hall/Ambassadors)

Mayor Gutierrez read and presented the Official San Antonio Stock Show & Rodeo Season Proclamation to Ms. Barbara Hall Ambassador from the San Antonio Stock Show Ambassador Program. Other Ambassadors were present along with members from the Discovery 4H of Schertz Club.

City Events and Announcements

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

Mayor Gutierrez recognized Assistant City Manager Brian James who announced upcoming City Events.

Friday, February 11th

Chuck Wagon Breakfast

7:30 AM – 9:30 AM

Schertz Financial Center, 16895 IH 35 North

Scrambled eggs, sausage, biscuits, gravy, peach cobbler, and coffee will be served.

Strategic Planning Retreat

9:00 AM

Community Room, Fire Station #3
11917 Lower Seguin Road

Tuesday, February 15th

Council on the Go
Meet and Greet – 6:00 PM – 6:30 PM
Meeting – 6:30 PM
John Paul II Catholic High School
6720 FM 482, New Braunfels

Friday, February 18th

Mother/Son Dance
6:00-8:00 PM
Schertz Civic Center

Saturday, February 19th

Daddy/Daughter Dance
4:00-6:00 PM or 7:00-9:00 PM
Schertz Civic Center

Tuesday, February 22nd

Next regular scheduled Council meeting, 6:00 PM, Council Chambers

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

Mayor Gutierrez recognized City Manager Dr. Mark Browne who thanked the Emergency Management Coordinator, Summer Hall and the Emergency Management Team for the work they did last week during the winter storm. The city was able to open a fully operational Emergency Operation Center that was able to assist citizens during the inclement weather.

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

Mayor Gutierrez thank the City Staff for the preparation, coordination and responding to the winter storm this past week.

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.

Mayor Gutierrez recognized the following residents who spoke:

- Discovery 4H Club of Schertz- 9120 FM 1518: Ms. Autumn Hagen, President of the Discover 4H of Schertz introduced their club and explained that the members learn leadership, citizenship, responsibility and animal care.
- Dana Eldridge-2628 Gallant Fox Drive: Mr. Eldridge has attended many city council meetings and his concern is about employee turnover and employees leaving to go to another city for a higher wage. He stated the city needs to address this issue and retain these trained employees.
- Adrian Perez-12015 Rockroot: Mr. Perez is not in favor of approving Ordinance No. 22-S-08 proposing to amend the Comprehensive Land Use Plan by changing approx. 15 acres from Estate Neighborhood Land Use to Mixed-Use Neighborhood Land Use designation. He stated that the information that the NRP

Group that presented at the February 1, 2022, City Council meeting was disingenuous with their information.

- Rose Hendrix-3047 Turquoise: Ms. Hendrix is concerned of all the development occurring in south Schertz. She would like to address the flooding in that area, current TIA's with the roadway expansions, turn lanes on Lower Seguin Road and the truck traffic that uses streets in her neighborhood for truck thoroughfares.

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 the following Agenda Items 1 through 3 into record.

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of the regular meeting of February 1, 2022. (B. Dennis)
2. **Ordinance No. 22-M-06** - Consider action approving an Ordinance amending Chapter 21 Community Development of the City of Schertz Code of Ordinances by adding Article III Enterprise Zones, enabling nomination of qualifying projects to the State of Texas for Enterprise Project Designation. **Final Reading** (M. Browne/A. Perez)
3. **Resolution No. 22-R-15** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a program and expenditures as provided for in the Economic Development Performance Agreement between Sysco Corporation 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. As there were none, Mayor Gutierrez asked for a motion to approve Consent Agenda Items 1 through 3.

Moved by Councilmember Jill Whittaker, seconded by Councilmember Michael Dahle to approve Consent Agenda Items 1-3.

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

Passed

Discussion and Action Items

Public Hearings

4. **Resolution No. 22-R-16** - Conduct a Public hearing and consideration and/or action adopting a resolution nominating Sysco USA I, Inc. as an Enterprise Zone Project under the provisions established in State Law and Chapter 21 of the Code of the City of Schertz. (M. Browne/A. Perez)

Mayor Gutierrez read the following into record:

Resolution No. 22-R-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS
NOMINATING AN ENTERPRISE ZONE PROJECT UNDER THE PROVISIONS
ESTABLISHED IN STATE LAW AND CHAPTER 21 OF THE CODE OF THE CITY OF
SCHERTZ; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE**

Mayor Gutierrez recognized Economic Development Corporation (EDC) Director Adrian Perez who provided a brief PowerPoint presentation regarding the nomination of Sysco USA I, Inc. as an Enterprise Zone Project nominee.

Mayor Gutierrez opened the Public Hearing and as no one spoke; closed the Public Hearing for Council comments.

Mayor Gutierrez recognized Councilmember Dahle who stated he agreed with EDC Director Perez and stated Sysco has been a great corporate citizen and offer good high paying jobs. He appreciates the commitment they have made to the City. Mayor Pro-Tem Scagliola agreed with Councilmember Dahle and stated Sysco has been a good partner with our City.

Mayor Gutierrez asked for a motion to approve Resolution No. 22-R-16.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michael Dahle

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

Passed

5. **Ordinance No. 22-S-07** - Conduct a public hearing and consideration and/or action on a request to amend the Comprehensive Land Use Plan by changing approximately 44 acres of the Future Land Use Map from Mixed-Use Neighborhood land use designation to the Single-Family Residential land use designation, generally located 3,650 feet east from the intersection of Schaefer Road and FM 1518, also known as Bexar County Property Identification Numbers, 309807, 309837, 309814 City of Schertz, Bexar County, Texas. ***First Reading*** (B. James/L. Wood/M.Harrison)

Mayor Gutierrez read the following into record:

ORDINANCE NO. 22-S-07

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS
AMENDING THE COMPREHENSIVE LAND USE PLAN BY CHANGING
APPROXIMATELY 44 ACRES OF THE FUTURE LAND USE MAP FROM THE MIXED-USE
NEIGHBORHOOD LAND USE DESIGNATION TO THE SINGLE FAMILY RESIDENTIAL
LAND USE DESIGNATION, GENERALLY LOCATED APPROXIMATELY 3,650 FEET EAST
OF THE INTERSECTION OF SCHAEFER ROAD AND FM 1518, ALSO KNOWN AS BEXAR
COUNTY PROPERTY IDENTIFICATION NUMBERS 309807, 309814, AND 309837 CITY OF
SCHERTZ, BEXAR COUNTY, TEXAS.**

Mayor Gutierrez recognized City Planner Megan Harrison who presented a PowerPoint presentation regarding the proposed change to the Comprehensive Land Use Plan.

Mayor Gutierrez recognized Mr. Raymond Tarin, MTR Engineers who came forward also providing a presentation regarding the proposed amendment to the Comprehensive Land Use Plan and information regarding their proposed project and requests Council approval.

Mayor Gutierrez opened the public hearing and recognized the following who spoke:

- Mr. J. C. Herrera, owner of Shady Oaks Ranch, which parallels this property. He stated that he did send the Developer, City Staff and Council a letter from their attorney, and they should have had the opportunity to read it. Mr. Herrera stated he has been in the area 21 years, many utilize his place for various celebratory events such as graduation events, weddings, music events and that he has his beer and wine licenses through the State and the City. He expressed concern about developer to make sure that the potential clients that will be purchasing the homes are aware of his place and that the proposed homes will be backing up against his property.

Mayor Gutierrez stated that the attorney representing Mr. J.C Herrera sent a letter to all Councilmembers stating his concerns and wanted the letter to be entered as part of the official record/minutes.

- Mr. Wayne Ashbruner-1200 N. Old Bastrop, San Marcos, TX- Mr. Ashbruner explained that the developer is asking Council to change the land use to bring in a higher product with 9000 sq. ft lots vs. the current zoning use that could be to build numerous apartments. He is asking Council to support this resolution.

Mayor Gutierrez closed the Public Hearing and opened up for Council Comments.

City Council had questions and concerns that Mr. Brian James was able to answer concerning the development and noise concerns of the owners of Shady Oaks Ranch.

Councilmember Rosemary Scott left the council meeting due to illness at 7:15p.m.

Mayor Gutierrez asked for a motion to approve Ordinance No. 22-S-07 on the first reading.

Moved by Councilmember Jill Whittaker, seconded by Councilmember Allison Heyward to approve Ordinance No. 22-S-07 on the first reading.

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

6. **Ordinance No. 22-S-08** - Conduct a public hearing and consideration and/or action on a request to amend the Comprehensive Land Use Plan by changing approximately 15 acres of the Future Land Use Map from Estate Neighborhood land use designation to the Mixed-Use Neighborhood Center land use designation, generally located 2,500 feet southeast from the intersection of Lower Seguin Road and FM 1518, known as 9120 E FM 1518 N, also known as Bexar County Property Identification Numbers, 309999 and 309997, City of Schertz, Bexar County, Texas. ***First Reading*** (B.James/L.Wood/M.Harrison)

Mayor Gutierrez stated let the record reflect that is 7:16p.m. and Councilmember Dahle stepped down from the dais.

For full disclosure and transparency, Councilmember Dahle has filed a conflict with interest affidavit with the City Secretary and will not be participating on this discussion.

Mayor Gutierrez read the following into record:

ORDINANCE NO. 22-S-08

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS
AMENDING THE COMPREHENSIVE LAND USE PLAN BY CHANGING**

APPROXIMATELY 15 ACRES OF THE FUTURE LAND USE MAP FROM THE ESTATE NEIGHBORHOOD LAND USE DESIGNATION TO THE MIXED-USE NEIGHBORHOOD LAND USE DESIGNATION, GENERALLY LOCATED APPROXIMATELY 2, 500 FEET EAST OF THE INTERSECTION OF LOWER SEGUIN ROAD AND FM 1518, ALSO KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBERS 309997 AND 309999 CITY OF SCHERTZ, BEXAR COUNTY, TEXAS. **FIRST READING**

Mayor Gutierrez recognized City Planner Megan Harrison who provided a PowerPoint presentation regarding the proposed change to the Comprehensive Land Use Plan by changing approximately 15 acres of the Future Land Use Map from Estate Neighborhood Land Use Designation to the Mixed-Use Neighborhood Land Use.

Mayor Gutierrez recognized the developer Mr. Jason Arachiga with NRP Group who provided a presentation on the FM 1518 Multifamily Comprehensive Land Plan Amendment. Mr. Arachiga informed the Council that the NRP Group met with the Schertz Housing Authority and are in negotiations for a partnership.

Mayor Gutierrez opened up the Public Hearing for those wishing to speak.

Residents who support Ordinance No. 22-S-08.

- City Secretary Brenda Dennis -Ms. Dennis read a letter from Ms. Maggie Titterington, CEO & Chamber President.
- Aubrey Dahle-9120 East FM 1518
- Len Winmend-4205 Crown Oak Pass
- Wayne Ashbruner-1200 N. Old Bastrop Hwy. San Marcos, TX
- Ashley Fehrmann-Land Use Atty with NRP Group
- Annica Dahle-9120 East FM 1518
- Karen Dahle-9120 East FM 1518
- Allison Carrasco-9304 Canopy Bend

Residents who oppose Ordinance No. 22-S-08.

- Adrian Perez-12015 Rockroot
- Todd Vishen-8926 Green Grant
- Victoria Campos-12015 Rockroot

Mayor Gutierrez close the public hearing and opened up for Council comments. City Council thanked the citizens that spoke to Ordinance No. 22-S-08. Schertz needs more affordable housing with the growth the city is experiencing and currently there are very little options.

Mayor Gutierrez asked for a motion to approve Ordinance 22-S-08 on the first reading.

Moved by Councilmember Tim Brown, seconded by Councilmember Allison Heyward to approve Ordinance 22-S-08 on the first reading.

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

Passed.

Roll Call Vote Confirmation

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided roll call vote confirmation for Agenda Items 1 through 6.

Councilmember Michael Dahle returned to the dais at 9:05 pm.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Mayor Gutierrez mentioned Informational Agenda Item 7 that was in their packets "2021 Racial Profiling Annual Report", he also mentioned that the information could be found online.

7. 2021 Racial Profiling Annual Report - Schertz Police Department

Requests and Announcements

- Announcements by the City Manager.

No announcements at this time.

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

Councilmember Dahle would like to have monthly updates on the Comprehensive Land Use Plan proposed timeline and execution.

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

No items requested.

- Announcements by Mayor and Councilmembers

Councilmember Davis attended the Schertz Housing Authority meeting on February 7, 2022.

Councilmember Heyward received her 3rd Certified Municipal Officer's Pin.

City Attorney Dan Santee invited everyone to Save the Date - July 29th, 2022 for their Annual Municipal Hog Wild Conference Event which will be at the Schertz Civic Center.

Adjournment

Mayor Gutierrez adjourned the meeting at 9:09 pm.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

DRAFT

MINUTES REGULAR MEETING February 11, 2022

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on February 11, 2022, 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 David Scagliola; Councilmember Mark Davis; Councilmember Jill Whittaker; Councilmember Michael Dahle; Councilmember Allison Heyward; Councilmember Tim Brown

Absent: Councilmember Rosemary Scott

City Staff: City Manager Dr. Mark Browne; Assistant City Manager Brian James; Assistant City Manager Charles Kelm; City Attorney Daniel Santee; City Secretary Brenda Dennis; Assistant to the City Manager Sarah Gonzalez; EDC Director Adrian Perez; Finance Director James Walters; Parks, Recreation & Community Services Director Lauren Shrum; Interim Police Chief Marc Bane; Assistant Fire Chief Greg Rodgers; Clinical Manager Mike Shown; Library Director Melissa Uhlhorn; Planning & Community Development Director Lesa Wood; Public Affairs Director Linda Klepper; Purchasing & Asset Manager Julie Gohlke; Public Works Director Suzanne Williams; IT Director Myles Clauser; City Engineer Kathy Woodlee

Attendees: Glen Outlaw

Call to Order (General Comments)

Mayor Gutierrez called the meeting to order at 9:10 a.m.

Hearing of Residents

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

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No one signed up to speak.

Discussion and Action Items

1. Discussion and appropriate direction on 10 year Bond Projections, Strategic Funding, Major Facility Projects, Development Review Process Overview, Roadway CIP, Special Events, and Department 10 years Focus/Needs. (M.Browne)

Mayor Gutierrez recognized City Manager Dr. Mark Browne who provided the following outline for the Retreat today:

Community Planning Priorities

In the next 10-20 years...

What areas do we want to make better?

Where do we want to target our resources to make progress for the future?

What options should be evaluated to be able to make choices on what needs to be done?

What does the future direction look like

Retreat Overview

- Financial Forecast & Bonding Update - Finance Director James Walters provided information regarding the following.

Update on Current Bond Forecast

What does the next 10 years look like

How are we with the tax rate swap

Previous Plan Debt Issuances

Updated Plan Debt Issuances

Proposed 2030's Plan Debt Issuances

- Future Public Safety Facilities - Assistant City Manager Charles Kelm provided information regarding the following:

What Public Safety Facilities will we need over the next 10 years

New Public Safety Building and at least 2 more fire stations

How does this impact the bond plan? Does it need to change?

Do we want to move forward with the Public Safety building?

New facility relocates PD, Fire Admin, and EMS Admin from Station 1

Opens Bldg 6 for Non-Public Safety personnel

- Development Review - Assistant City Manager Brian James provided information regarding the following:

- Process Overview

- Which departments are involved

- Where are the bottlenecks & what are the causes

- Staff turnover/new staff lacking experience and familiarity with ordinances

- Highs and lows of resource activity (workload peaks and valleys)

- Staff prioritizes other responsibilities

- Lack of awareness of bottlenecks (CityView)

- Lack of communication with applicants (CityView)

- Impact of regulations

How can we expedite the review process?

- CityView – anticipated launch in April

- Management of Review Process

- Prioritization of staff training and importance of development review over other work

- Identifying and hand holding on more difficult projects

- How can we expedite the review process?
- Are we okay with the amount of time it takes us to go through the process
- CityView will provide a clearer picture of timeframes and where delays occur – staff review vs developer resubmittal

Potential Area to Increase Staffing

Consider impact of increased workload on departments - increased CIP projects from ARPA on Engineering

Monitor workload and lags over time to prioritize increased staffing

Mayor Gutierrez called for break at 10:40 a.m. Councilmember Scagliola also arrived.

- Roads Update - Roadway Maintenance Policy - Public Works Director Suzanne Williams provided the following:

Roadway Maintenance Policy

How do we care for and expand our roadway system

What we plan to do this year

What the next 5 years looks like

Maintenance

Included Strategies: Base Repair, Crack Sealing, Pothole Repair, Level Up

Resurfacing (Target PCI 68)

Included Strategies: Cape Seal, Slurry Seal, Overlay, Curb and Gutter Repair, and Base Failure Repair

Rehabilitation (Target PCI 60)

Included Strategies: Resurfacing, Restoration, and Rehabilitation work that includes structural enhancements

Reconstruction (Target PCI 30-40)

Included Strategies: Removal and Replacement of all asphalt and/or concrete layers and base layers, Curb and Gutter Repairs, and Drainage Remediation

Roadway Program FY2020 and 2021

•

Project Description	Type	Action	Orig. Est.
2020			
PCI Study	PCI Data	PCI Data	\$140,000
Ashley Place	Preservation	Chip Seal	\$446,000
Dove Meadows/Silvertree	Preservation	Chip Seal	\$213,000
Fairways at Scenic Hills	Preservation	Chip Seal	\$196,000
Mesa Oaks	Preservation	Chip Seal	\$70,600
Oak Forest	Preservation	Chip Seal	\$288,000
Parkland Village	Preservation	Chip Seal	\$213,000
Savannah Square	Preservation	Chip Seal	\$316,000
Schertz Forest	Preservation	Chip Seal	\$1,600
Val Verde	Preservation	Chip Seal	\$154,000
Westland Park	Preservation	Chip Seal	\$86,000
Design for Elbel overlay and storm drain	Preservation	Design only	\$153,430
Cherry Tree, Meadowhead to Harvest Drive rehabilitation	Rehab/Recon	Rehabilitation	\$269,566
FM 3009/FM 78 Crossing planning study (partnered with TXDOT)	Added Capacity	Planning Study	\$0
			\$2,547,196
2021			
Elbel overlay and storm drain construction	Preservation	Overlay	\$1,964,000
			\$1,964,000

Suzanne provided information regarding the FY2022 through FY2024 Target and Project Lists.

Road Funding Options:

Requirement: \$2,000,000/year

Funding level

2022 - \$200K

2023 - \$572,450
 2024 - \$538,970
 2025 - \$1,048,900
 2026 – \$1,553,995

Reach target \$2 million in 10 years

- Vision for Events, Recreation, Arts & Culture - Parks, Rec & Comm Services Director Lauren Shrum provided the following information:

Special Events

- One-time events
- Larger crowds
- Pickrell Park or City Streets
- Large percentage of non-residents
- July 4th Jubilee/Parade
- Holidazzle/Parade
- Movin on Main
- Trunk or Treat
- Kick Cancer 5K

Recreation

- Often series or leagues
- Smaller crowds
- Neighborhood Parks
- Large percentage of residents
- Kickball & Cornhole Leagues
- Discovery Nature Series
- Dark Skies & Fireflies
- Ed-zoo-cation in the Park
- Tactical Laser Tag

Public Art

- Murals
- Athletic Complex Sculptures
- Nature Inspired Art
- Art on Trails
- Art Contests
- Art at Events

Special Events have lifespans

- Lifespan of events
- Balancing - Keeping some events, adding/modifying/dropping others
- Possibilities are endless - Fall events, Summer Events, Spring & Recreation Programs
- Need to change the name of the December holiday celebration
- Christmas decorations, Phase I to Phase III ideas
- Public Art Programs

Councilmember Heyward left the meeting at 11:31 a.m.

Dr. Browne introduced the Department Visions - 10-year vision of each City.

Director of Parks, Recreation and Community Services, Lauren Shrum provided the following:

Park acreage increasing significantly:

Hilltop/Homestead Park – 45 acres

Woman Hollering Creek Park (Hallie's Cove) – 24 acres

Parklands Park – 8 acres

Graytown Valley Park – 43 acres

Staffing needs to keep pace with growth

5 additional Park Maintenance Technicians, Tech II

Recreation Coordinator

Trail Development Coordinator

Trail System expanding

Future Regional/Community Parks

Community Circle Park (includes Skate Park Phase II, III) – 15 acres

Live Oak Hills Park – 40 acres

Additions to Crescent Bend Nature Park

Cibolo Creek Park – 60 acres (CCMA Buffer Property at Trainer Hale & I-10)

Something North of I-35?

Additional Athletic Complex, Additional Outdoor Pool

Transition Plan for City to take over Rec Center, Sr Center, Aquatics Ctr operations from YMCA (contract up 2036)

Mayor Gutierrez recessed the meeting at 12:05 p.m. for lunch break.

Councilmember Heyward returned to the meeting at 12:41 p.m.

Mayor Gutierrez resumed the meeting at 12:45 p.m.

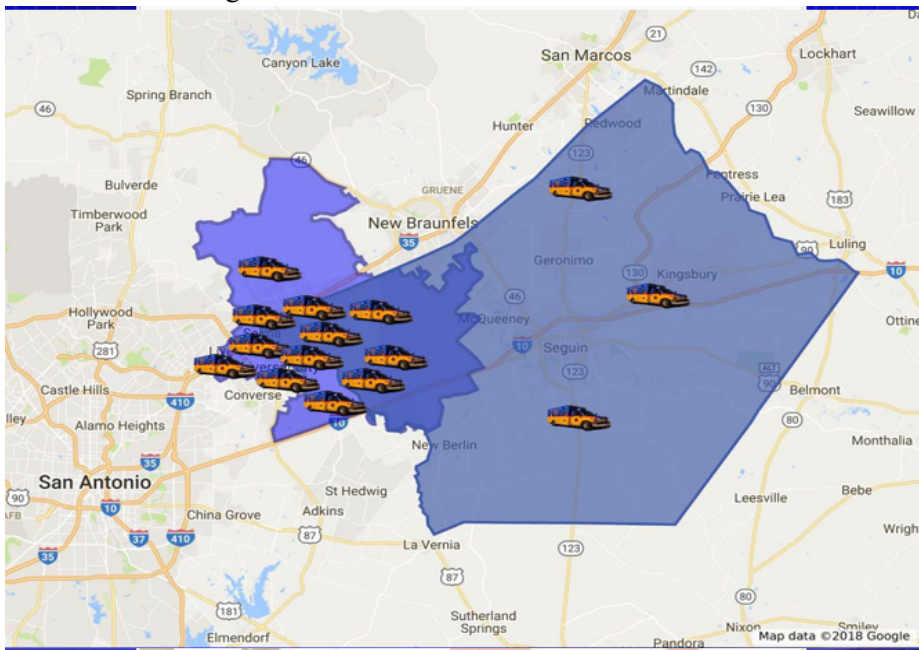
Assistant Fire Chief Greg Rodgers provided the following:

- Building Fire Stations #5 and #6
- Personnel and Equipment that come with it
- New Emergency Operations Center
- Grow Fire Prevention Division
- Grow Training Division
- Grow Department with Additional Personnel

Interim Police Chief Marc Bane provided the following information:

- New police building
- Staff increase in conjunction with growth of city
- Training facility – firing range

Clinical Manager Mike Shown and Assistant City Manager Charles Kelm provided the following diagram regarding Schertz EMS Coverage area:



Mike and Charles provided information on the number of calls they received in each area/

Melissa Uhlhorn, Library Director provided the following information:

- Increase staffing levels to meet needs of growing community and to improve current levels of service
- Investment in library facility needed to due to wear, changes in technology, and changes in way public uses facility
- Increase materials funding to meet demand by public for both physical and digital materials and to meet accreditation requirements
- Provide additional access points to library service in other areas of the city

Director of Planning & Community Development Lesa Wood provided the following information:

Planning & Community Development Planning & Zoning Division

Focus on current planning

Focus on long range planning

Redevelopment

Plan/Map/Code updates

Focus has been on rapid growth

Start focusing on redevelopment

Funding to keep up with changing technology

Planning & Community Development Inspections Division

Continue to plan for staffing gaps

Contract inspection and review services

Add a Plans examiner position

Focus on the one-to-one customer service

Challenges with the office space

Funding to keep up with changing technology

Planning & Community Development Schertz Neighborhood Services

Increase division staff to meet community needs and expectations

Focus on a balancing enforcement and service

Hold Neighborhood Meeting, attend HOA meeting, Block walks/talks

Connect residents with partners/resources (LWYL, City programs, etc.)

Build programs for assistance and community outreach

Awareness campaigns (social media, magazine articles, flyers, videos), Lending tool shed, Neighbors

Helping Neighbors (elderly/disabled), building volunteer pool (skilled/unskilled), graffiti kits,

Mosquito management, Home Maintenance Academy/Workshops (Code/Inspections)

Challenges with office and storage space

Funding to keep up with changing technology

Seek grants from various organizations to help administer new programs.

Director of Public Affairs Linda Klepper provided the following information:

Communications Division

Grow digital footprint

Use of PEG funds to build a multimedia studio

Increase staffing levels to meet this need

Civic Center Division

Continued maintenance into buildings

Plan for Community Center

Repurpose for recreation use or make it more banquet-friendly?

Director of Public Works Suzanne Williams provided the following information:

Water and Wastewater Division

Increase wastewater capacity in Northern and Southern Schertz to support anticipated growth

Work with SSLGC and CVLGC to ensure water capacity for 2050 and beyond

Expanding SCADA system and increasing functionality

Provide reliable constant power for all strategic infrastructure

Become a regional training school for certifications

Streets and Drainage Divisions

Continue capital improvements of streets and improve PCI's overall

Increase personnel and advance abilities to perform in house capital projects

Work with FEMA to look at ways to reduce overall flood plain area by improving drainage flows

Facility Services Division

- Implement Facility Asset Management practices throughout all facility systems
- Formalizing apprentice training and advance abilities to perform capital projects

Fleet Division

- Explore moving Fleet from General Fund to an Enterprise Fund
- Become regional third-party skills testing site for CDL's

City Secretary Brenda Dennis provided the following information:

- AgendaQuick hosted on their server so any updates will be automatic and new versions installed immediately. (Less work for I.T., will not have to update our server / and provide AgendaQuick maintenance. Approximate Cost: (\$6,200 annually)

- Full time employee for Records Management, Open Records Requests and Special Projects

- Computer hardware/software every (3-5 years) to stay current

- Funding for Training: To keep City Secretary/Deputy City Secretary current on Recertification Texas Municipal Clerks Certification Program (TMCCP)

Purchasing and Asset Manager Julie Golke provided the following information regarding Human Resources & Purchasing:

Recruitment & Retention

- Prioritize efforts to ensure the best available recruitment avenues and methods are being utilized to enhance applicant pools and attract highly qualified applicants while being able to maintain a City workforce that is reflective of the community
- Succession Planning: Develop a methodology for predicting upcoming retirements to anticipate which employees and skills will need to be replaced.

Classification & Compensation

- Complete next study in 2025

Purchasing:

Asset Management

- Redesign capital asset SOPs to include annual audit

Staffing

- Add Contract Specialist Position

Implement new software management systems

- Replace Incode - POs

- Adopt Contract Management System

- Digitize bid submissions

IT Director Myles Clauser provided the following information:

- What are the rapidly changing challenges Schertz Faces, and what changes in technologies are needed to respond?

Continued growth requires more technology support

- Increasing City staffing requires additional technology support

- Support services changing from "break and fix" to supporting core applications, more sophisticated mobile devices, greater use of technologies by public safety, etc.

Greater reliance on technologies to boost productivity

- New technologies require greater expertise by IT staff

- Training and retention of IT staff must improve

- Shift to cloud requires new technology and management skills by IT

Changing workforce means different expectations and needs

- Increased remote workers increase security issues

- Flexible use of new technologies require increased expertise and support by IT

CyberSecurity becomes the greatest risk to City operations

- State and local governments are seeing huge increases in cyberattacks

- Foreign governments are targeting US assets including utility providers as part of their overall defense strategies

City Engineer Kathy Woodlee provided the following information:

- More of the Same . . .

- Construct Capital Improvement Projects

 - Expect continuation of available funding for infrastructure = increased number of projects

- Ensure Compliance of Private and Commercial Development

 - Maintain pace with expected increased level of development reviews and construction

- Continue to Guide and Support Compliance with Federal, State, and Local Mandates

 - More intense MS4 Permit requirements (sampling, modeling, water quality)

- Maintain and Update Infrastructure Master Plans

 - Anticipate Increased Staff Needs

 - Engineers, Inspectors, Admin

EDC Director Adrian Perez provided the following information:

- SEDC 10 Year Goals:

 - The City of Schertz is a premiere location for industrial location and expansion for manufacturing, data centers, cold-storage and highly automated warehouse distribution operations due to its superior infrastructure (water, power, wastewater, roads), innovative workforce development support programs, and alignment with the State of Texas as business friendly and pro-growth local government.

 - The industrial parks in Schertz continue their development as a vibrant mix of large Fortune 500 anchors, medium-sized suppliers as well as small businesses. Schertz has a strong retail base that is filling in IH- 35 and IH-10 and major thoroughfare corners with local amenities and regional entertainment options.

 - Schertz is a fast-growing community of choice for an educated workforce due to its housing options, premium city services, park and trail amenities, and provision of classic small-town Americana with access to urban amenities and jobs prospects.

- SEDC 10-Year Objectives:

- Policy – Reserve Fund Strategy (\$15M SEDC balance).

 - Plan with City staff an SEDC reserve fund investment process to plan infrastructure, personnel, and other investments to be prioritized and allocated up to two years in advance.

 - Financial advisor and attorney will be contracted to support SEDC consideration of issuance of SEDC debt for investments such as power redundancy and resiliency

- Partners and Programs (\$10M SEDC Balance).

 - Market Schertz through regional partnerships to national and international prospects.

 - Continue to refine competitiveness of incentive offerings primarily focused on Workforce Development to set Schertz apart in the region.

 - Invest in Quality-of-Life projects including parks, trails, etc.

Councilmember David Scagliola left the meeting at 3:20 p.m.

Director of Finance James Walters provided the following information:

- Accounting

 - Finish upgrading financial software

- Add a position per staffing study
- Utility Billing
 - Continue to add customer friendly ways to pay and access account information – phone app, automatic phone payments
 - Add additional clerk for better customer service
- Court
 - Upgrade court facilities to accommodate jury trials and flow of defendants

City Manager Dr. Browne stated that some members of Council wanted to discuss the Council's alignment with the Boards and Commissions. The following information was provided:

Selection Process

- Applications submitted
- Reviewed by City Secretary's office and Interview Committee
- Committee recommends approval to City Council

Renewal Process

- Member receives notice when term will expire
 - 2-year terms - All expire 5/31, but have staggered terms
- Member chooses to renew or not
 - Currently, no interview process for renewal

Members of Council discussed the current process, City Secretary Brenda Dennis stated that there are 47 renewals up in May of this year. Council discussed the process, and it was decided to have the Mayor work with the City Secretary and divide the boards and commissions expiration dates up.

Councilmember Jill Whittaker left the meeting at 3:55 p.m.

Mayor and Council provided their thoughts, suggestions and addressed questions to staff during the retreat regarding all the topics presented. A full copy of the PowerPoint can be found in the City Secretary's Office.

Mayor Gutierrez adjourned the meeting at 4:03 p.m.

Adjournment

ATTEST:

Ralph Gutierrez, Mayor

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 22, 2022

Department: Planning & Community Development

Subject: Ordinance No. 22-S-07 - Consideration and/or action on a request to amend the Comprehensive Land Use Plan by changing approximately 44 acres of the Future Land Use Map from Mixed-Use Neighborhood land use designation to the Single-Family Residential land use designation, generally located 3,650 feet east from the intersection of Schaefer Road and FM 1518, also known as Bexar County Property Identification Numbers, 309807, 309837, 309814 City of Schertz, Bexar County, Texas. *Final Reading* (B. James/L. Wood/M.Harrison)

BACKGROUND

Twenty (20) public hearing notices were mailed to the surrounding property owners within two hundred (200) feet of the subject property on December 30, 2021, with a public hearing notice published in the "San Express News", on January 19, 2022, prior to the City Council public hearing. At the time of this report staff has received zero (0) in favor, and six (6) opposed to the proposed Comprehensive Land Use Plan Amendment.

Owner of Property ID 309807 & 309814: Wesley H. Rumpf

Owner of Property ID 309837: Ernest E. & Regina E. Marshall

Applicant: Raymond Tarin, Moy Tarin Ramirez Engineers

GOAL

The goal is to amend the Comprehensive Land Use Plan by changing approximately 44 acres of land on the Future Land Use Map from Mixed Use Neighborhood land use designation to Single-Family Residential land use designation.

COMMUNITY BENEFIT

The community benefit is to promote safe, orderly, efficient development and bring about the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

The applicant is requesting to amend the Comprehensive Land Use Plan by changing approximately 44 acres on the Future land Use Map from Mixed Use Neighborhood land use designation to Single-Family Residential land use category.

The Future Land Use Map for the subject area was evaluated as part of the Sector Plan Amendment to the Comprehensive Land Use Plan, adopted by City Council on July 16, 2013. The subject properties' area currently designated under the Mixed Use Neighborhood land use designation. Mixed Use Neighborhood is intended to accommodate the development of walkable neighborhoods within South Schertz in the vicinity of the intersection of FM 1518 and Lower Seguin Road. It also would allow the mixture of retail, restaurant, office, civic, and multifamily residential uses. The subject property, not

being in proximity to the intersection to capitalize on the benefits that the Mixed Use Neighborhood calls for, but instead it is approximately 3,650 feet away which in turn makes it less attractive for the mixture of retail, restaurant, office, and range of housing types.

The applicant is proposing to change the future land use designation of the subject properties to Single-Family Residential. This proposed future land use designation is intended to be comprised of primarily conventional detached dwellings.

FISCAL IMPACT

None

RECOMMENDATION

The 2013 Sector Plan Amendment of the Comprehensive Land Use Plan sought to establish future development objectives that balance the traditionally rural and agricultural identity that has shaped the character of Southern Schertz with the opportunity for smart growth as the City continues to develop south of FM 78. The proposed development that led to the applicant filing this Comprehensive Land Use Plan amendment involves the potential of providing larger lot residential products consisting of, 80'x120'. The proposed subdivision does not fit within the Mixed Use Neighborhood land use designation, which is mainly described as retail, restaurants, office, and multifamily residential uses. Therefore, the applicant has proceeded forward with this proposed Comprehensive Land Use Plan Amendment to reclassify the properties under the Single-Family Residential land use designation in order to develop the property with larger lot residential.

The South Schertz area, based on recently approved Future Land Use Plan amendments (Carmel Ranch and Saddlebrook both approved in 2020) has begun to see a shift from the rural, large lot, agricultural areas to more of the traditional subdivision type development with a mixture in lot sizes, as well as open space/park, amenity centers, and creating walkable pathways for residents. Additionally, last year the City Council made a motion to approve in the FY2020-2021 budget to allocate funding for a full Comprehensive Land Use Plan Amendment. This would allow staff the opportunity to tailor the future plans for Schertz to the evolving needs and desires of our residents. The full amendment would enable City Staff to make modifications to the Future Land Use Map that are the more appropriate for each area within Schertz. As the city has seen in recent years there has been deviation from the current plan to allow for more single-family residential neighborhoods. With the previous and incoming developments they are working to keep the esthetics of southern Schertz, with creating larger lots, vast amounts of open space and developing walkable pathways meandering through the neighborhood. The subject property, like many others in the area, having the land use designation of Mixed Use Neighborhood, were found to be more appropriate at the time the Schertz Sector Plan Amendment of the Comprehensive Land Use Plan done in 2013. However, the property being set back from the major intersection of FM 1518 and Schaefer Road it does not meet the intention of Mixed Use Neighborhood, which calls for connectivity through the development to allow for retail, restaurant, and a mixture of housing types. However, the property does appeal to creating larger lot single family residential products, including open space/park amenities.

The Planning and Zoning Commission held a public hearing on January 12, 2022, where they made a recommendation of approval to the City Council with a vote 7-0. City Council held a public hearing on February 8, 2022, where they made a recommendation of approval with a vote of 6-0, Councilmember Scott was absent.

Staff recommends approval of the Comprehensive Land Use Plan Amendment from the Mixed- Use Neighborhood land use designation to the Single-Family Residential land use designation.

Attachments

Ord. No. 22-S-07

Comprehensive Plan Amendment Request Letter

Exhibit A: Property Exhibit

Exhibit B: Current Comprehensive Land Use Plan

Aerial Map

Public Hearing Notice Map

Public Hearing Notice Responses

ORDINANCE NO. 22-S-07

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE COMPREHENSIVE LAND USE PLAN BY CHANGING APPROXIMATELY 44 ACRES OF THE FUTURE LAND USE MAP FROM THE MIXED-USE NEIGHBORHOOD LAND USE DESIGNATION TO THE SINGLE-FAMILY RESIDENTIAL LAND USE DESIGNATION, GENERALLY LOCATED APPROXIMATELY 3,650 FEET EAST OF THE INTERSECTION OF SCHAEFER ROAD AND FM 1518, ALSO KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBERS 309807, 309814, AND 309837 CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

WHEREAS, an application to amend the Comprehensive Land Use Plan by changing approximately 44 acres of the Future Land Use Map from Mixed-Use Neighborhood land use designation to Single-Family Residential land use designation, also known as Bexar County Property Identification Numbers 309807, 309814, and 309837, and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.4.6.D. provides for certain criteria to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on an amendment to the Comprehensive Land Use Plan (the “Criteria”); and

WHEREAS, on January 12, 2022, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested Comprehensive Land Use Plan Amendment; and

WHEREAS, on February 8, 2022, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested Comprehensive Land Use Plan Amendment be approved as provided for herein.

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

Section 1. The current Comprehensive Land Use Plan is hereby amended to change the Future Land Use Map of the property, as shown and more particularly described in the attached Exhibit B, from Mixed Use Neighborhood land use designation to Single-Family Residential land use designation.

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

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

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

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

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

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

Section 8. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

Approved on first reading the 8th day of February 2022.

PASSED, APPROVED AND ADOPTED on final reading the 22nd day of February 2022.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)

November 5, 2021



Planning & Community Development Department
Attn.: Lesa Wood, Director Planning &
Community Development Department
City of Schertz 1400 Schertz Parkway
Schertz, Texas 78154

Re: Rumpf Tract Subdivision Comprehensive Plan Amendment Request Letter

Dear Ms. Wood:

In connection with the proposed annexation, rezoning, and development of the Rumpf Tract Subdivision, we are requesting that the City's Future Land Use Plan be amended. The subject properties, three in total, are +/- 43.188-Acres, and are located at 12198 Schaefer Road and 12250 Schaefer Road (See Exhibit "1").

The City of Schertz Sector Plan lists the current Land Use for the subject properties as 'Mixed Use Neighborhood.' We are requesting that these land uses be amended to 'Single-Family Residential' (See Exhibit "3"). Additionally, the owners of the Subject Property will be submitting annexation and zoning requests pursuant to their existing Development Agreements with the City.

The proposed rezoning for the subject properties will be to the 'Planned Development District' designation. That application will be filed within the following couple of weeks. The proposed Planned Development District will match the Master Plan for the Rumpf Tract Subdivision and will be submitted at a later time following approval of the Sector Plan revision.

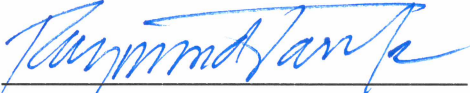
The existing 'Mixed Use Neighborhood' land use designations for the subject properties does not allow for the development of a single-family residential subdivision. The proposed change to 'Single-Family Residential' land use designation falls in line with the City of Schertz Future Land Plan of designating the tracts as 'Traditional Neighborhood Design, Transit-Oriented Development.' The proposed subdivision would provide consumers with a larger lot product (80'x120') than is generally available in the surrounding developments, as well as with quick access to FM1518 and the surrounding schools.

We believe that this amendment request for the Subject Property is appropriate, and ask for your support in amending the Future Land Use Plan in this regard.

I appreciate your consideration of our proposed plan amendment. Please do not hesitate to contact me regarding any questions about the request.

Sincerely,

Moy Tarin Ramirez Engineers, LLC.



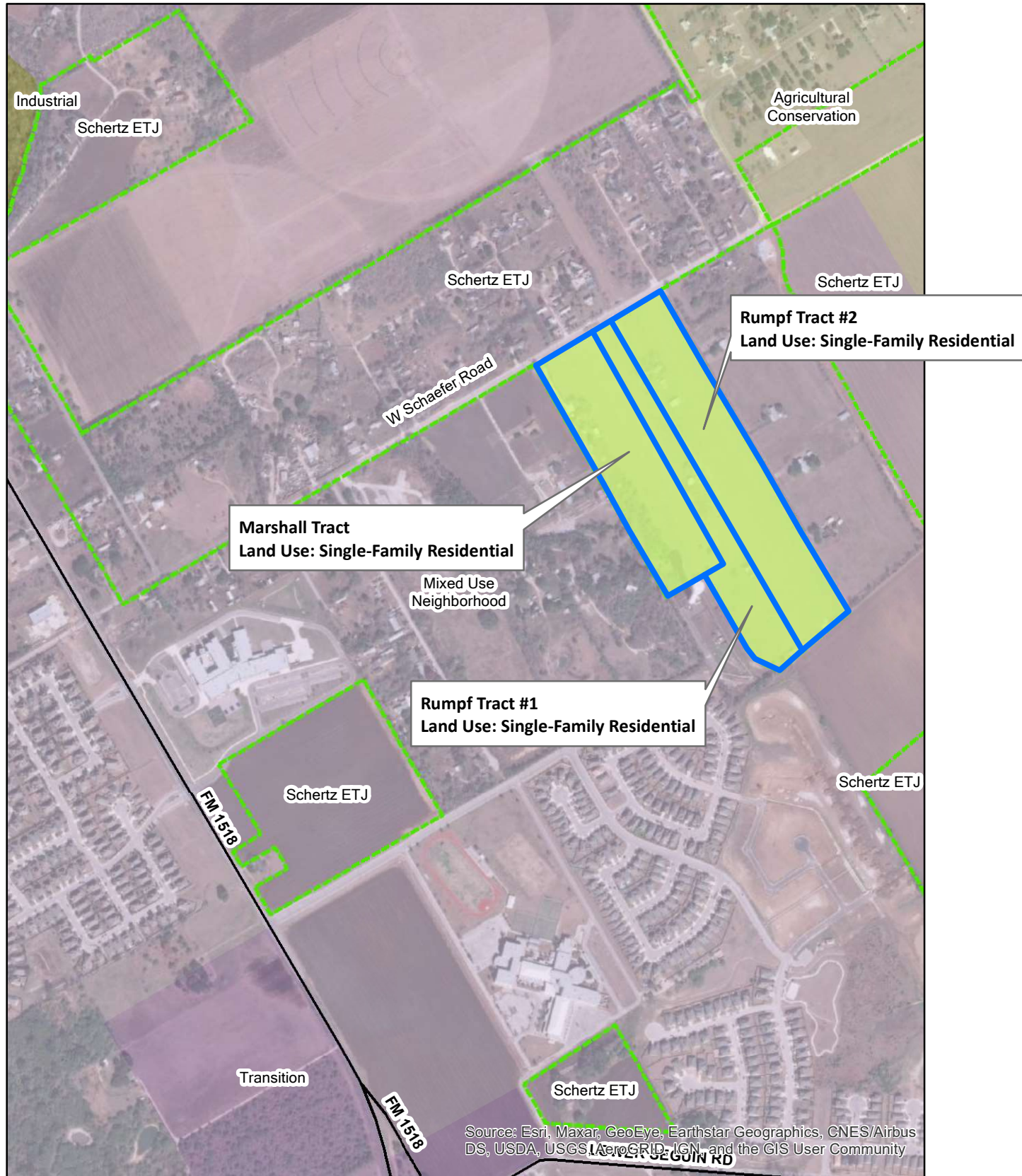
Raymond Tarin Jr., PE, CFM, LEED AP
Principal

Enclosures: As Stated

Exhibit 1: Location Map



Exhibit 3: Proposed Land Use





RUMPF & MARSHALL TRACTS

<all other values>	<all other values>	Planned Secondary Arterial	Commercial Collector B	1", 1 1/2"	10"	Schertz Gravity	Hydrant	200' Buffer
Highways	Freeway	Secondary Rural Arterial	Planned Commercial Collector B	2", 2 1/2"	12"	Schertz Pressure	Manholes	Schertz Municipal Boundary
Major Roads	Principal Arterial	Planned Secondary Rural Arterial	Commercial Collector A	3"	16"	Neighboring Main	Private	County Boundaries
Minor Roads	Planned Principal Arterial	Residential Collector	Planned Commercial Collector A	4"	18"	Private Pressure		
Other Cities	Secondary Arterial	Planned Residential Collector		6"	20"			
				8"	24"			

Sources: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

1 Inch = 300 Feet

0 150 300 600 Feet



NOTICE OF PUBLIC HEARING

December 30, 2021

To whom it may concern,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, January 12, 2022 at 6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

ZC2021-017 A request to amend the Comprehensive Land Use Plan by changing approximately 44 acres of the Future Land Use Map from Mixed Use Neighborhood land use designation to the Single-Family Residential land use designation, generally located 3,650 feet east from the intersection of Schaefer Road and FM 1518, also known as Bexar County Property Identification Numbers, 309807, 309837, and 309814 City of Schertz, Bexar County, Texas

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Megan Harrison, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail mharrison@schertz.com. If you have any questions please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,



Megan Harrison
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **ZC2021-017**

COMMENTS: HAVE BUSINESS THATS IS NEXT DOOR FOR 21 YEARS

NAME: JAMES HERRERA SIGNATURE 
(PLEASE PRINT)

STREET ADDRESS: 12020 SCHAEFER RD SCHERTZ, TX 78108

DATE: 1-6-22

NOTICE OF PUBLIC HEARING

December 30, 2021

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Sincerely,



Megan Harrison
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **ZC2021-017**

COMMENTS: Schaefer Rd and FM1518 cannot accomodate the additional traffic

NAME: Ralph E. Zimmermann SIGNATURE Ralph Zimmermann
(PLEASE PRINT)

STREET ADDRESS: 11020 Texas Valley, Schertz Tx 78108

DATE: 1/3/2022

NOTICE OF PUBLIC HEARING

December 30, 2021

To whom it may concern,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, January 12, 2022** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

ZC2021-017 A request to amend the Comprehensive Land Use Plan by changing approximately 44 acres of the Future Land Use Map from Mixed Use Neighborhood land use designation to the Single-Family Residential land use designation, generally located 3,650 feet east from the intersection of Schaefer Road and FM 1518, also known as Bexar County Property Identification Numbers, 309807, 309837, and 309814 City of Schertz, Bexar County, Texas

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Megan Harrison, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail mharrison@schertz.com. If you have any questions please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,



Megan Harrison
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **ZC2021-017**

COMMENTS: Schaefer Road and FM1518 cannot accommodate the traffic.

NAME: TONY SOWELL FAYE SOWELL SIGNATURE Tony Sowell Faye Sowell
(PLEASE PRINT)

STREET ADDRESS: 10792 Texas Valley, Schertz, TX 78108

DATE: 1-3-2022

NOTICE OF PUBLIC HEARING

December 30, 2021

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Sincerely,



Megan Harrison
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **ZC2021-017**

COMMENTS: _____

NAME: Delbert B Tooley SIGNATURE [Signature]
(PLEASE PRINT)

STREET ADDRESS: 10714 Texas Valley

DATE: 1/4/2022

NOTICE OF PUBLIC HEARING

December 30, 2021

To whom it may concern,

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The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Megan Harrison, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail mharrison@schertz.com. If you have any questions please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

MH

Megan Harrison
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for ZC2021-017

COMMENTS:

NAME: DORIS DAULT SIGNATURE Doris Dault
(PLEASE PRINT)

STREET ADDRESS: 10890 Texas Valley Schertz Texas
DATE: Jan 3, 2022 78108

NOTICE OF PUBLIC HEARING

December 30, 2021

To whom it may concern,

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ZC2021-017 A request to amend the Comprehensive Land Use Plan by changing approximately 44 acres of the Future Land Use Map from Mixed Use Neighborhood land use designation to the Single-Family Residential land use designation, generally located 3,650 feet east from the intersection of Schaefer Road and FM 1518, also known as Bexar County Property Identification Numbers, 309807, 309837, and 309814 City of Schertz, Bexar County, Texas

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Sincerely,



Megan Harrison
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **ZC2021-017**

COMMENTS: _____

NAME: ALVIN A. SCHULZ SIGNATURE Alvin A. Schulz
(PLEASE PRINT)

STREET ADDRESS: 12340 Schaefer Rd.

DATE: 1-4-2022

CITY COUNCIL MEMORANDUM

City Council Meeting: February 22, 2022
Department: Engineering
Subject: Resolution No. 22-R-21 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas amending the Professional Services Agreement with Cobb, Fendley & Associates, Inc., relating to Engineering Services for the Woman Hollering Creek Wastewater Project. (B. James/K. Woodlee)

BACKGROUND

The City of Schertz is currently constructing the Woman Hollering Creek Wastewater Main and Lift Station project to collect and convey wastewater to the planned Cibolo Creek Municipal Authority (CCMA) water reclamation plant nearing completion off of Trainer Hale Road in southern Schertz. The system consists of approximately 14,500 linear feet of gravity main, 6,000 linear feet of force main, and a new lift station near Woman Hollering Creek at IH 10.

As construction has kicked off, it has become apparent that the scope of services with the City's design engineer, Cobb, Fendley & Associates, Inc., (CobbFendley) that was agreed upon in 2015 requires updating. The scope of construction phase services estimated in 2015 no longer meet the actual services anticipated based on the current construction project that is underway. Additionally, the rates included in that original contract were CobbFendley's 2014 billing rates. The consultant has requested that the City amend the agreement so that they may charge based on their 2021 rate structure.

Modifications from the original scope of construction phase services include a longer construction duration than originally assumed, a significantly increased number of material and product submittals and requests for information to which the engineer must respond, and additional electrical engineering subconsultant services.

The total fee for the modified construction phase services that exceeds the previously approved amount is \$55,215. Staff is requesting that Council authorize a not to exceed increase to the agreement of \$65,215.

GOAL

The goal of this resolution is for the City Council to authorize the execution of an amendment to the Professional Services Agreement with CobbFendley to allow the City to access the appropriate level of construction phase engineering services at fair billing rates for the consultant during the construction period of the Woman Hollering Creek Wastewater Project.

COMMUNITY BENEFIT

Providing the appropriate level of engineering construction phase services is necessary to ensure that this major capital infrastructure project is constructed with solid design control and technical oversight.

SUMMARY OF RECOMMENDED ACTION

Staff recommends authorization of the amendment to the professional services agreement with CobbFendley to establish a modified scope and to fairly remunerate the consultant for services provided.

FISCAL IMPACT

Funding needed for the not to exceed amount requested is \$65,215. Total funding for the Woman Hollering Creek Wastewater Project including this agreement amendment comes from a combination of 2013 Bond Sales, Wastewater Capital Recovery Funds, and planned Future Bond Sales, and currently totals \$11,783,000.

RECOMMENDATION

Staff recommends Council approve Resolution 22-R-21 and authorize the amendment to the project agreement with CobbFendley for the modified scope and updated fee schedule for construction phase services related to the Woman Hollering Creek Wastewater Project.

Attachments

Resolution 22-R-21
22-R-21 Exhibit A
22-R-21 Exhibit B

RESOLUTION NO. 22-R-21

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING AMENDMENT 4 TO THE PROJECT AGREEMENT WITH COBB, FENDLEY & ASSOCIATES, INC., RELATING TO CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE WOMAN HOLLERING CREEK WASTEWATER LINE PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires professional services relating to the construction phase engineering responsibilities for the Woman Hollering Creek Wastewater Line Project that exceed the original project agreement scope; and

WHEREAS, City staff has determined that Cobb, Fendley & Associates, Inc., is uniquely qualified to provide such services for the City; and

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

WHEREAS, Cobb, Fendley & Associates, Inc., is reasonably entitled to charge their current standard rates for service to the City of Schertz; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the contract with Cobb, Fendley & Associates, Inc., pursuant to the On Call Engineering Project Agreement attached hereto as Exhibit A (the “Agreement”) and its proposed amended scope and fee for construction phase services presented as Exhibit B (“Amendment 4”) for an amount of \$55,215.

WHEREAS, the City Council authorizes City Staff to expend up to an additional \$10,000 on further amendments to the Project Agreement, if needed.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Amendment to the Agreement with Cobb, Fendley & Associates, Inc., in substantially the form set forth on Exhibit B and to execute further Amendments as necessary not to exceed an additional expenditure amount of \$65,215.

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 22th day of February, 2022.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A
ON CALL ENGINEERING PROJECT AGREEMENT

EXHIBIT "A"

CITY OF SCHERTZ

PROJECT AGREEMENT FOR ENGINEERING SERVICES

This Agreement is entered into in the City of Schertz, Texas, between the City of Schertz, a Texas municipal corporation, hereinafter called "CITY" and/or "OWNER", and Cobb, Fendley & Associates, 1100 NW Loop 410, Suite 350, San Antonio, TX 78213.

Engineer(s), duly licensed, and practicing under the laws of the State of Texas, hereinafter called "CONSULTANT", this Agreement being executed by City pursuant to appropriate action by the City Council of CITY and by CONSULTANT, for engineering services hereinafter set forth in connection with the above designated Project for CITY.

ARTICLE 1	DEFINITIONS
ARTICLE 2	SCOPE OF SERVICES
ARTICLE 3	COMPENSATION FOR SERVICES
ARTICLE 4	METHOD OF PAYMENT
ARTICLE 5	TIME, SCHEDULE, AND PERIOD OF SERVICE
ARTICLE 6	COORDINATION WITH CITY
ARTICLE 7	REVISIONS TO DRAWINGS AND SPECIFICATIONS
ARTICLE 8	OWNERSHIP OF DOCUMENTS
ARTICLE 9	TERMINATION AND/OR SUSPENSION OF WORK
ARTICLE 10	CONSULTANT'S WARRANTY
ARTICLE 11	ASSIGNMENT OR TRANSFER OF INTEREST
ARTICLE 12	INSURANCE REQUIREMENTS
ARTICLE 13	INDEMNIFICATION
ARTICLE 14	CLAIMS AND DISPUTES
ARTICLE 15	SEVERABILITY
ARTICLE 16	ESTIMATES OF COST
ARTICLE 17	INTEREST IN CITY CONTRACTS PROHIBITED
ARTICLE 18	CONFLICTS OF INTEREST DISCLOSURE
ARTICLE 19	STANDARD OF CARE
ARTICLE 20	RIGHT OF REVIEW AND AUDIT
ARTICLE 21	ENTIRE AGREEMENTS
ARTICLE 22	VENUE
ARTICLE 23	NOTICES
ARTICLE 24	INDEPENDENT CONTRACTOR
ARTICLE 25	CAPTIONS
ATTACHMENT 1	PROJECT SCOPE OF SERVICES
ATTACHMENT 2	PROJECT DESIGN PHASES COST AND TIMELINE
ATTACHMENT 3	BILLING RATE SCHEDULE
ATTACHMENT 4	ADDITIONAL PROJECTS AND/OR EXPANDED SCOPE OF SERVICES

ARTICLE 1: DEFINITIONS

AS USED IN THIS AGREEMENT, THE FOLLOWING TERMS SHALL HAVE MEANINGS AS SET OUT BELOW:

Agreement means this Master Agreement between CITY and CONSULTANT that establishes the terms and conditions for all Projects to be carried out under this Agreement.

Application for Compensation means the form CONSULTANT uses to make a request to be paid for completed services.

Application for Payment means the form CONSTRUCTION CONTRACTOR uses to make a request to be paid for completed work.

Certificate for Payment means the form CONSULTANT uses to make recommendations on CONSTRUCTION CONTRACTOR'S Application for Payment.

CITY means the City of Schertz, Texas.

Claim means a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of this Agreement, payment of money, extension of time, or other relief with respect to the terms of this Agreement. The term "claim" also includes other disputes and matters in question between the OWNER and CONSULTANT arising out of or relating to this Agreement.

Compensation means amounts paid by CITY to CONSULTANT for completed services under this Agreement.

CONSTRUCTION CONTRACTOR means the firm hired by CITY to construct the Project.

Construction Contract Documents means the contract between the CITY and the firm contracted by CITY to construct the Project and all documents therein.

CONSULTANT means the entity named on the cover page of this Agreement and its officers, partners, employees, agents, and representatives, and all its subconsultants, if any, and all other persons or entities for which CONSULTANT is legally responsible.

ENGINEER means CITY's City Engineer.

Final Compensation means the final amounts paid by CITY to CONSULTANT for completed services under this Agreement.

Final Payment means the final amounts paid by CITY to CONSTRUCTION CONTRACTOR for completed work under the construction contract.

Opinion of Probable Construction Cost means CONSULTANT'S estimate of probable construction cost for a Project based on its experience and qualifications as a practitioner of its profession and the current costs in the local area.

OWNER means the City of Schertz, Texas.

Payment means amount paid by CITY to CONSTRUCTION CONTRACTOR for work performed under the Construction Contract Documents.

Plans and Specifications means the construction documents.

Project means the capital improvement/construction development undertaking of CITY for which CONSULTANT'S services, as stated in the Scope of Services, and to be provided pursuant to this Agreement.

Proposal means CONSULTANT'S proposal to provide services for the Project.

Schedule of Values means the fees allocated to services, reimbursable and/or various portions of the services or Work, prepared in such form, and supported by such data to substantiate its accuracy as OWNER may require.

Scope of Services means the services described in Article 4, Scope of Services.

Services means professional services performed by CONSULTANT.

Total Compensation means the amount paid to CONSULTANT under Article 2, Compensation for Basic Services, of this Agreement.

Work means the labor and materials required to complete a Project by CONSTRUCTION CONTRACTOR in accordance with the Construction Contract Documents.

ARTICLE 2: SCOPE OF SERVICES

- 2.1 CONSULTANT shall not commence work until being thoroughly briefed on the scope of the Project and being notified in writing to proceed. The scope of the Project and CONSULTANT'S Services required shall be reduced by CONSULTANT to a written summary of the scope meeting. That Scope of Services and associated time schedule, along with cost, once approved by CITY, will be included as a part of this Agreement as Attachments 1 and 2 herein. Should the scope subsequently change, either CONSULTANT or CITY may request a review of the anticipated services, with an appropriate adjustment in compensation.
- 2.2 Communications by and with CONSULTANT'S subconsultants shall be through CONSULTANT. Communications by and with subcontractors and material suppliers shall be through CONSTRUCTION CONTRACTOR.

- 2.3 CONSULTANT, in consideration for the Compensation herein provided, shall render the professional Services described in this Section that are necessary for the development of the Project, including plans and specifications, construction management services, any special and general conditions, and instructions to bidders as acceptable to the Engineer, or his or her duly authorized representative.
- 2.4 CONSULTANT shall complete a Project in accordance with the following phases and CONSULTANT'S Scope of Services attached and incorporated herein as Attachments 1 and 2.
 - 2.4.1 PROJECT DESIGN PHASES
 - 2.4.2 Preliminary Engineering Report
 - 2.4.3 60% Design
 - 2.4.4 90% Design
 - 2.4.5 Bid Documents and Services
 - 2.4.6 Construction Phase Services
 - 2.4.7 Project Close Out and Final Payment
- 2.5 Upon acceptance and approval of the plans, reports or other deliverables required for a Phase of work, as set forth in the Scope of Services, Engineer shall authorize CONSULTANT, in writing, to proceed with the next phase of Work.
- 2.6 During Design Phases CONSULTANT shall:
 - 2.6.1 Coordinate and meet with City staff and Project stakeholders as appropriate throughout the Project. Assist staff at meetings with stakeholders, workshops, and presentations to advisory commissions and City Council.
 - 2.6.2 Provide the necessary field survey services to determine the existing field conditions, including all utilities and surface features to the maximum extent possible.
 - 2.6.3 CONSULTANT shall make every effort to minimize utility adjustments, where possible.
 - 2.6.4 In the event electrical, communication, gas or other facilities are encountered, CONSULTANT shall identify and incorporate those facilities at the completion of each Project Phase in order to determine the magnitude of any potential adjustment.
 - 2.6.5 Perform the necessary testing to determine the existing site conditions and proper design for construction and methods of any necessary demolition.
 - 2.6.6 Follow and comply with the requirements for the Design Phases listed in this Agreement, CITY'S Unified Development Code, if applicable, and CITY'S Design Guidance Manual, both of which are incorporated by reference herein.

- 2.6.7 In case of conflicts, follow and comply with the most stringent requirements for the Design Phases.
- 2.6.8 Prepare documents for, and coordinate with other utilities and associated local, state, and federal agencies (including TCEQ, EPA, TxDOT, ACOE, etc.) as required for the approval of all necessary permits (determined during scoping for each individual project).
- 2.6.9 Provide detailed plans and specifications for the Project at appropriate progress intervals in requested formats (may include hard copy, .pdf, and .dwg).
- 2.6.10 Provide Opinion of Probably Construction Cost.
- 2.7 During Bid Phase CONSULTANT shall:
 - 2.7.1 Provide unit price bid quantities in City bid form format for use in bid documents.
 - 2.7.2 Provide bid sets of contract, technical specifications, plans, and any other necessary documents in hard copy and digital format.
 - 2.7.3 Attend pre-bid conference and prepare responses to questions and addenda as necessary.
 - 2.7.4 Research qualifications and references of apparent low bidder(s) and provide a letter of recommendation for contract award.
- 2.8 During Construction Phase:
 - 2.8.1 CONSULTANT shall monitor construction schedule.
 - 2.8.2 CONSULTANT will make a minimum of two visits per month to the Project Site at intervals appropriate to the Phases to (1) become generally familiar with and to keep CITY informed about the progress and quality of the portion of the Work completed, and (2) endeavor to guard CITY against defects in Work. However, CONSULTANT will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
 - 2.8.3 CONSULTANT will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work since these are solely CONSTRUCTION CONTRACTOR'S rights and responsibilities under the Contract Documents. CONSULTANT'S efforts will be directed toward providing for CITY a greater degree of confidence that the completed Work will generally conform to the Contract Documents.
 - 2.8.4 CONSULTANT will not be responsible for CONSTRUCTION CONTRACTOR'S failure to perform the Work in accordance with the

requirements of the Contract Documents. CONSULTANT will not have control over or charge of and will not be responsible for acts or omissions of CONSTRUCTION CONTRACTOR, subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

- 2.8.5 CONSULTANT and CITY have authority to reject Work that does not conform to the Contract Documents. Whenever CONSULTANT or CITY considers it necessary or advisable, either CITY or CONSULTANT may require inspection or testing of the Work whether or not such Work is fabricated, installed or completed. However, neither this authority of CONSULTANT or CITY, nor a decision made by either, in good faith, to require or not require an inspection shall give rise to a duty or responsibility of CONSULTANT or CITY to CONSTRUCTION CONTRACTOR, subcontractors, material and equipment suppliers, agents or employees, or other persons or entities performing portions of the Work.
- 2.8.6 CONSULTANT will review and approve or take other appropriate action upon CONSTRUCTION CONTRACTOR'S submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. CONSULTANT will respond to submittals such as Shop Drawings, Product Data, and Samples pursuant to the procedures set forth in the Project specifications. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of equipment or systems, all of which remain the responsibility of CONSTRUCTION CONTRACTOR as required by the Contract Documents. CONSULTANT'S review of CONSTRUCTION CONTRACTOR'S submittals shall not relieve CONSTRUCTION CONTRACTOR of its obligations. CONSULTANT'S review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures unless otherwise specifically stated by CONSULTANT. CONSULTANT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 2.8.7 CONSULTANT will, within three work days after receipt of CONSTRUCTION CONTRACTOR'S Application for Payment review the Application for Payment and either issue to OWNER and/or the affected utility a Certificate for Payment for such amount as CONSULTANT determines is properly due, or notify OWNER, any affected utility, and CONSTRUCTION CONTRACTOR in writing of CONSULTANT'S reasons for withholding recommendation of approval in whole or in part.
- 2.8.8 CONSULTANT'S issuance of a Certificate for Payment will constitute a representation by CONSULTANT to OWNER, based on CONSULTANT'S evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of CONSULTANT'S knowledge, information and belief, the quality of the work is

in accordance with the design agreement documents or Construction Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the design agreement documents, to results of subsequent tests and inspections, to correction of minor deviations from the design agreement documents prior to completion, and to any specific qualifications expressed by CONSULTANT. The issuance of a Certificate for Payment based on the CONSTRUCTION CONTRACTOR'S Application for Payment will further constitute a representation that CONSTRUCTION CONTRACTOR is entitled to payment in accordance with the Schedule of Values. The issuance of Certificate for Payment will not be a representation that CONSULTANT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by OWNER to substantiate Construction Contractor's right to payment, or (4) made any examination to ascertain how or for what purpose CONSTRUCTION CONTRACTOR has used money previously paid on account of the Application for Payment sum.

- 2.8.9 CONSULTANT may recommend withholding an approval for Payment in whole or in part, to the extent reasonably necessary to protect OWNER if, in CONSULTANT'S opinion, the representations to OWNER required by Section 4.13 cannot be made. If CONSULTANT is unable to recommend approval of payment in the amount of the Application, CONSULTANT will notify OWNER and CONSTRUCTION CONTRACTOR as provided in Section 4.12. If OWNER and CONSULTANT cannot agree on a revised amount, CONSULTANT will promptly issue a Certificate for Payment for the amount for which CONSULTANT is able to make such representations to OWNER. CONSULTANT may also recommend withholding a Payment, because of subsequently discovered evidence, may modify the whole or a part of a Certificate for Payment to such extent as may be necessary, in CONSULTANT'S opinion, to protect OWNER and the affected utility from loss for which CONSTRUCTION CONTRACTOR is responsible, including loss resulting from acts and omissions described below:

- 2.8.9.1 defective Work not remedied;
- 2.8.9.2 third party claims filed or reasonable evidence indicating probable filing of such claims for which CONSTRUCTION CONTRACTOR is responsible hereunder unless security acceptable to OWNER and the affected utility is provided by CONSTRUCTION CONTRACTOR;
- 2.8.9.3 failure of CONSTRUCTION CONTRACTOR to make payments properly to the subcontractors and/or material providers;

- 2.8.9.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the agreement sum and CONSTRUCTION CONTRACTOR has failed to provide OWNER and the affected utility adequate assurance of its continued performance within a reasonable time after demand;
 - 2.8.9.5 damage to OWNER or another contractor;
 - 2.8.9.6 reasonable evidence that the Work will not be completed within the agreement time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 - 2.8.9.7 persistent failure by CONSTRUCTION CONTRACTOR to carry out the Work in accordance with the Construction Contract Documents.
- 2.8.10 When the above reasons for withholding payment are removed, payment will be made for amounts previously withheld. OWNER shall not be deemed in default by CONSULTANT by reason of withholding payment as provided herein.
- 2.8.11 CONSULTANT will prepare Change Orders and Field Work Directives, and, with concurrence of OWNER, OWNER'S designated representative will have authority to order minor changes in the Work not involving an adjustment in the Total Compensation or an extension of the time for construction. Such changes shall be effected by written order, which CONSTRUCTION CONTRACTOR shall carry out promptly and record on the as-built plan.
- 2.8.12 Upon written request of CITY or CONSTRUCTION CONTRACTOR, CONSULTANT will issue its interpretation of the requirements of the Plans and Specifications. CONSULTANT'S response to such requests will be made in writing within any agreed time limits or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required by CONSULTANT shall be furnished in compliance with Article IV, then delay shall not be recognized on account of failure by CONSULTANT to furnish such interpretations until 15 days after written request is made for CONSULTANT'S interpretation.
- 2.8.13 Interpretations of CONSULTANT will be consistent with the intent of and reasonably inferable from the Construction Contract Documents and will be in writing or in the form of drawings.
- 2.8.14 CONSULTANT will advise and consult with CITY. CITY'S instructions to CONSTRUCTION CONTRACTOR may be issued through CONSULTANT, but CITY reserves the right to issue instructions directly to CONSTRUCTION CONTRACTOR through inspectors or other designated CITY representatives.

- 2.8.15 CONSULTANT and CITY will conduct observations to determine the date of substantial completion of the Work. CONSULTANT shall provide to CITY a written recommendation of consideration of substantial completion of the Project.
- 2.8.16 CONSULTANT and CITY will conduct observations to determine the date of final completion. CONSULTANT will receive and forward to CITY, for CITY'S review and records, written warranties and related documents required by the Construction Contract Documents and assembled by CONSTRUCTION CONTRACTOR, and will issue a final Approval for Payment upon compliance with the requirements of the Construction Contract Documents. Such final Approval will be accompanied by a signed and sealed statement from the CONSULTANT'S Engineer of Record that certifies to CITY that the project was constructed in accordance with the approved plans and specifications.
- 2.8.17 CONSULTANT shall prepare record drawings from information submitted by CONSTRUCTION CONTRACTOR and from CONSULTANT'S own observations in accordance with City standards. CONSULTANT shall provide record drawings in hard copy, .pdf, and .dwg formats to CITY.

ARTICLE 3: COMPENSATION FOR SERVICES

3.1 Basic Services

- 3.1.1 Compensation for all Services included in this Agreement will be on a time and expense not-to-exceed basis in accordance with the negotiated, approved schedule of billing rates as set forth in Attachment 3. Not-to-exceed compensation amounts, to the extent they have been negotiated shall be reflected in Attachment 3. A Proposal including a not-to-exceed cost will be provided by CONSULTANT along with a Scope of Services for each Project (Attachments 1 and 2). The amount to be paid to CONSULTANT, including authorized adjustments, is the total amount payable by OWNER to CONSULTANT for performance of the Services for the Project under this Agreement. It is agreed and understood that such amount will constitute full compensation to CONSULTANT for Services included in the Scope of Services and shall meet all requirements of CITY'S design guidelines applicable to the Project. Unless and until CITY makes further appropriations for any Services not included in the Scope of Services of this Agreement, the obligation of CITY to CONSULTANT for Compensation in connection with this Agreement cannot and will not exceed the sum described in this Section without further amendment to this Agreement.
- 3.1.2 No billing rate changes from those approved as Attachment 3 of this Agreement shall be made during the term of this Agreement without the prior written approval of CITY.
- 3.1.3 CONSULTANT shall submit monthly invoices to CITY describing the Services performed the preceding month. CONSULTANT'S invoices shall include the name of the person who performed the Service, a brief description of the Service

performed and the Phase of the Project to which the Service relates, the date(s) the Service was performed, the number of hours spent on all Services billed on an hourly basis, and a description of any subconsultant fees and/or reimbursable expenditures.

- 3.1.4 CITY shall reimburse CONSULTANT only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by CITY. Unless otherwise approved, such costs shall be limited and include nothing more than the following costs incurred by CONSULTANT:

3.1.4.1 Approved reproduction charges,

3.1.4.2 Actual costs of subconsultant(s) for performance of any of the Services that CONSULTANT agrees to provide pursuant to this Agreement, which have been approved in advance by CITY and awarded in accordance with this Agreement.

3.1.4.3 Actual costs and/or other costs and/or payments specifically authorized in advance by the CITY in writing and incurred by CONSULTANT in the performance of this Agreement.

- 3.1.5 CONSULTANT shall complete the Project in accordance with the following phases. For the purpose of establishing portions of compensation for separate phases, more particularly described in the Scope of Services, Attachment 2 shall apply.

Preliminary Engineering Report

60% Design

90% Design

Bid Documents and Services

Construction Phase Services

Project Close Out and Final Payment

- 3.1.6 CONSULTANT shall, within 10 days following receipt of Compensation from OWNER, pay all bills for Services performed and furnished hereunder by subconsultant(s) of CONSULTANT in connection with the Project and the performance of services and shall, if requested, provide OWNER with evidence of such payment. CONSULTANT'S failure to make payments within such time shall constitute a material breach of this Agreement unless CONSULTANT is able to demonstrate to OWNER bona fide disputes associated with the Services of the unpaid subconsultant and its services. CONSULTANT shall include a provision in each of its sub agreements imposing the same payment obligations on its subconsultants as are applicable to CONSULTANT hereunder, and if OWNER so requests, shall provide evidence of such payments by CONSULTANT to OWNER. If CONSULTANT has failed to make payment promptly to the subconsultant for undisputed Services for which OWNER has made payment to CONSULTANT, OWNER shall be entitled to withhold future payment to

CONSULTANT to the extent remaining unpaid by CONSULTANT necessary to protect OWNER.

- 3.1.7 CONSULTANT warrants that title to all deliverables produced in the performance of Services covered by an Application for Compensation will pass to OWNER no later than the time of payment. CONSULTANT further warrants that upon submittal of an Application for Compensation, all Services for which Applications for Compensation have been previously issued and payments received from OWNER shall, to the best of CONSULTANT'S knowledge, information and belief be free and clear of liens, claims, security interests or encumbrance in favor of CONSULTANT, or other persons or entities under contract with CONSULTANT making a claim by reason of having provided labor or services relating to CONSULTANT'S Services. CONSULTANT SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST OR ENCUMBRANCES FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY OWNER TO CONSULTANT.

3.2 Additional Services

- 3.2.1 CONSULTANT shall not receive any compensation for additional Services without prior written authorization of CITY. Compensation for duly authorized additional Services shall be paid in accordance with the approved schedule of billing rates as set forth in Attachment 3.
- 3.2.2 Examples of additional Services (not all inclusive)
- 3.2.2.1 Assistance to CITY as an expert witness in any litigation with third parties arising from the development of construction of a Project including the preparation of engineering data and reports.
- 3.2.2.2 Preparation of plats and field notes for acquisition of property.
- 3.2.2.3 Preparation of applications and supporting documents for governmental grants, loans, or advances in connection with a Project; preparation of review of environmental assessment and impact statements; review and evaluation of the effect on the design requirements of a Project of any such statements and documents prepared by others; and assistance in obtaining approval of authorities having jurisdiction over the anticipated environmental impact of a Project.
- 3.2.2.4 Making revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of CONSULTANT.

- 3.2.2.5 Making revisions to drawings or specifications occasioned by acceptance of substitutions proposed by CONSTRUCTION CONTRACTOR; and Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by CONSTRUCTION CONTRACTOR.
- 3.2.2.6 Preparing drawings, specifications, and supporting data and providing other Services in connection with change order requests to the extent that the adjustment in the basic compensation resulting from the adjusted construction cost is not commensurate with the Services required of CONSULTANT, provided such change order requests are required by causes not solely within the control of CONSULTANT; or in connection with change orders requiring significant engineering effort to compute and document the Work effort reflected by the Change Order.
- 3.2.2.7 Investigations, surveys, valuations, inventories, or detailed appraisals of facilities, construction and/or services not required by Project scope.
- 3.2.2.8 Investigations, surveys, audit, or inventories required in connection with construction performed by CITY.
- 3.2.2.9 Additional Services during construction made necessary by:
 - 3.2.2.9.1 Work damaged by fire or other cause during construction.
 - 3.2.2.9.2 A significant amount of defective or neglected work of CONSTRUCTION CONTRACTOR.
 - 3.2.2.9.3 Failure of performance of CONSTRUCTION CONTRACTOR.
 - 3.2.2.9.4 Acceleration of the progress schedule required by CITY involving Services beyond normal working hours.
 - 3.2.2.9.5 Default by CONSTRUCTION CONTRACTOR.
- 3.2.2.10 Providing extensive assistance in the use of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.2.2.11 Providing Services relative to future facilities, systems, and equipment which are not intended to be constructed during the Construction Phase.

- 3.2.2.12 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed deficiencies under guarantee called for in any contract for a Project.
- 3.2.2.13 Providing Services of geotechnical engineering firm to perform test borings and other soil or foundation investigations and related analysis not included in original Scope of Services for a Project.
- 3.2.2.14 Additional copies of Construction Contract Documents, review documents, bidding documents, reports, and or drawings over the number specified in the original Scope of Services for a Project.
- 3.2.2.15 Preparation of all documents dealing with 404 permits and railroad agreements.
- 3.2.2.16 Providing photographs, renderings, or models for CITY use.
- 3.2.2.17 Providing aerial mapping Services.
- 3.2.2.18 Providing consulting engineering Services not related to a particular design or construction Project.

3.3 All Applications for Compensation shall be submitted through Engineer's office.

ARTICLE 4: METHOD OF PAYMENT

4.1 Compensation may be made to CONSULTANT as appropriately indicated on monthly Applications for Compensation prepared based on hourly rates, not to exceed amounts estimated for each phase, as described in Article 2 and Attachments 1 and 2 hereof.

4.2 Project Close Out and Final Payment –

4.2.1 CONSULTANT shall not be entitled to final payment unless and until it submits to OWNER its affidavit that the invoices for services, and other liabilities connected with the services for which OWNER, or OWNER'S property, might be responsible have been fully paid or otherwise satisfied or will be paid from final payment; releases and waivers of liens from all CONSULTANT'S subconsultants and of any and all other parties required by OWNER that are either unconditional or conditional on receipt of final payment; certificates of insurance showing continuation of required insurance coverage; such other documents as OWNER may request; and consent of surety to final payment.

4.2.2 Final Compensation – The final compensation to be made by CITY to CONSULTANT will be payable upon submission of the "Record Drawings". CONSULTANT agrees to submit "Record Drawings: in print media, electronic format (.pdf and .dwg formats) and final billing within 45 days of final acceptance of construction. Additionally, CONSULTANT agrees to submit a statement of

release with the final billing notifying CITY that there is no further compensation owed to CONSULTANT by CITY beyond the final bill. Final billing shall indicate "Final Bill – no additional compensation is due to CONSULTANT".

- 4.3 OWNER may withhold compensation to such extent as may be necessary, in OWNER'S opinion, to protect OWNER from damage or loss for which CONSULTANT is responsible, because of,
- 4.3.1 delays in the performance of CONSULTANT'S services;
 - 4.3.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to OWNER is provided by CONSULTANT;
 - 4.3.3 failure of CONSULTANT to make payments properly to subconsultants or vendors for labor, materials or equipment;
 - 4.3.4 reasonable evidence that CONSULTANT'S work cannot be completed for the amount unpaid under this Agreement;
 - 4.3.5 damage to OWNER or CONSTRUCTION CONTRACTOR; or
 - 4.3.6 persistent failure by CONSULTANT to carry out the performance of its Services in accordance with this Agreement.
- 4.4 When the above reasons for withholding are removed or remedied by CONSULTANT, compensation of the amount withheld will be made within a reasonable time. OWNER shall not be deemed in default by reason of withholding compensation as provided for in this Article.
- 4.5 In the event of any dispute(s) between the parties regarding the amount properly payable for any Phase or as final Compensation, or regarding any amount that may be withheld by OWNER, CONSULTANT shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event CONSULTANT does not initiate and follow the claims procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.
- 4.6 OWNER shall make final compensation for all sums due CONSULTANT not more than 30 days after CONSULTANT'S final Application for Compensation.
- 4.7 Acceptance of final compensation by CONSULTANT shall constitute a waiver of claims except those previously made in writing and identified by CONSULTANT as unsettled at the time of final Application for Compensation.
- 4.8 CONSULTANT agrees to maintain adequate books, payrolls and records satisfactory to OWNER and all applicable utility providers in connection with any and all Services performed hereunder. CONSULTANT agrees to retain all such books, payrolls and

records (including data stored in computer) for a period of not less than four years after completion of Work. At all reasonable times, OWNER and all applicable utility providers and their duly authorized representatives shall have access to all personnel of CONSULTANT and all such books, payrolls and records, and shall have the right to audit same.

ARTICLE 5: TIME, SCHEDULE, AND PERIOD OF SERVICE

- 5.1 Prior to commencement, CONSULTANT shall provide CITY with a schedule of Project Design Phases, Attachment 2.
- 5.2 Time is of the essence of this Agreement. CONSULTANT shall perform and complete its obligations for the various Phases of a Project under Section 4, Scope of Services, of this Agreement in a prompt and continuous manner so as to not delay the development of the design Services and so as to not delay the construction of the work for the Project in accordance with the schedules approved by CITY with CONSTRUCTION CONTRACTOR. Upon review of phase Services, if corrections, modifications, alterations, or additions are required of CONSULTANT, these items shall be completed by CONSULTANT before that Phase is approved.
- 5.3 CONSULTANT shall not proceed with the next appropriate Phase of Services without written authorization from the Engineer. CITY may elect to discontinue CONSULTANT'S Services at the end of any Phase for any reason. Notwithstanding any other provisions of this Agreement, if circumstance dictates, the Engineer may make adjustments to the scope of CONSULTANT'S obligations at any time to achieve the required design.
- 5.4 CONSULTANT shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations, or any other causes beyond CONSULTANT'S reasonable control. Within 21 days from the occurrence of any event for which time for performance by CONSULTANT will be significantly extended under this provision, CONSULTANT shall give written notice thereof to CITY stating the reason for such extension and the actual or estimated time thereof. If CITY determines that CONSULTANT is responsible for the need for extended time, CITY shall have the right to make a Claim as provided in this Agreement.
- 5.5 Term of Agreement shall be as follows:
 - 5.5.1 This Agreement shall become effective upon execution by CITY and shall remain in effect until satisfactory completion of the Project unless terminated as provided for in this Agreement.

ARTICLE 6: COORDINATION WITH CITY

- 6.1 CONSULTANT shall hold periodic conferences with the Engineer or his or her representatives to the end that the Project as developed shall have the full benefit of

CITY'S experience and knowledge of existing needs and facilities, and be consistent with its current policies and standards. To assist CONSULTANT in this coordination, CITY shall make available for CONSULTANT'S use in planning and designing the Project all existing plans, maps, statistics, computations and other data in its possession relative to existing facilities and to this particular Project, at no cost to CONSULTANT. However, any and all such information shall remain the property of CITY and shall be returned by CONSULTANT upon termination or completion of the Project or if instructed to do so by the Engineer.

- 6.2 The Engineer will act on behalf of CITY with respect to the Services to be performed under this Agreement. The Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT'S services.
- 6.3 CITY will give prompt written notice to CONSULTANT whenever CITY observes or otherwise become aware of any defect in CONSULTANT'S Services, in the work of CONSTRUCTION CONTRACTOR, or any development that affects the scope or timing of CONSULTANT'S Services.
- 6.4 All appraisals, notices, and permits shall be furnished by CONSULTANT under the Scope of Services unless otherwise assigned to CITY in the Scope of Services, Approvals and permits assigned to CITY shall be obtained from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for the completion of the Project. CONSULTANT will provide CITY reasonable assistance in connection with such approvals and permits such as the furnishing of data compiled by CONSULTANT pursuant to other provisions of this Agreement, but CONSULTANT shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this Agreement.

ARTICLE 7: REVISIONS TO DRAWINGS AND SPECIFICATIONS

- 7.1 CONSULTANT shall make without expense to CITY such revisions to the drawings, reports or other documents as may be required to meet the needs of CITY which are within the Scope of Services, but after the approval of drawings, reports or other documents and specifications by CITY, any revisions, additions, or other modifications made at CITY'S request which involve extra services and expenses to CONSULTANT shall be at additional compensation to CONSULTANT for such additional Services and expenses in accordance with Article 3 herein.

ARTICLE 8: OWNERSHIP OF DOCUMENTS

- 8.1 All previously owned documents, including the original drawings, estimates, specifications, and all other documents and data by CONSULTANT, will remain the property of CONSULTANT as instruments of service. However, CONSULTANT understands and agrees that CITY shall have free access to all such information with the

right to make and retain copies of previously owned drawings, estimates, specifications and all other documents and data. Any reuse without specific written verification or adaptation by CONSULTANT will be at CITY'S sole risk and without liability or legal exposure to CONSULTANT.

- 8.2 All completed documents submitted by CONSULTANT for final approval or issuance of a permit shall bear the seal with signature and date adjacent thereto of a registered professional engineer licensed to practice in the State of Texas.
- 8.3 CONSULTANT acknowledges and agrees that upon payment, CITY shall own exclusively any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to, or as a result of this Agreement and shall be used as CITY desires and documents, including the original drawings, estimates, specifications and all other documents and data shall be delivered to CITY at no additional cost to CITY upon request or termination or completion of this Agreement without restriction on future use. However, any reuse without specific written verification or adaptation by CONSULTANT will be at CITY'S sole risk and without liability to CONSULTANT.
- 8.4 CONSULTANT agrees and covenants to protect any and all proprietary rights of CITY in any materials provided to CONSULTANT. Such protection of proprietary rights by CONSULTANT shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to CITY. Additionally, any materials provided to CONSULTANT by CITY shall not be released to any third party without the written consent of CITY and shall be returned intact to CITY upon termination or completion of this Agreement or if instructed to do so by the Engineer.
- 8.5 CONSULTANT HEREBY ASSIGNS ALL STATUTORY AND COMMON LAW COPYRIGHTS TO ANY COPYRIGHTABLE WORK THAT IN PART OR IN WHOLE WAS PRODUCED FROM THIS AGREEMENT TO CITY, INCLUDING ALL EQUITABLE RIGHTS. NO REPORTS, MAPS, DOCUMENTS OR OTHER COPYRIGHTABLE WORKS PRODUCED IN WHOLE OR IN PART BY THIS AGREEMENT SHALL BE SUBJECT OF AN APPLICATION FOR COPYRIGHT BY CONSULTANT. ALL REPORTS, MAPS, PROJECT LOGOS, DRAWINGS OR OTHER COPYRIGHTABLE WORK PRODUCED UNDER THIS AGREEMENT SHALL BECOME THE PROPERTY OF CITY (EXCLUDING ANY PRIOR OWNED INSTRUMENT OF SERVICES, UNLESS OTHERWISE SPECIFIED HEREIN). CONSULTANT SHALL, AT ITS EXPENSE, INDEMNIFY CITY AND DEFEND ALL SUITS OR PROCEEDINGS INSTITUTED AGAINST CITY AND PAY ANY AWARD OF DAMAGES OR LOSS RESULTING FROM AN INJUNCTION, AGAINST CITY, INsofar AS THE SAME ARE BASED ON ANY CLAIM THAT MATERIALS OR WORK PROVIDED UNDER THIS AGREEMENT CONSTITUTE AN INFRINGEMENT OF ANY PATENT, TRADE SECRET, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

- 8.6 CONSULTANT may make copies of any and all documents and items for its files. CONSULTANT shall have no liability for changes made to or use of the drawings, specifications and other documents by other engineers, or other persons, subsequent to the completion of the Project. CONSULTANT shall appropriately mark all changes or modifications on all drawings, specifications and other documents by other engineers or other persons, including electronic copies, subsequent to the completion of the Project.
- 8.7 Copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) and .pdf-format electronic versions that are sealed and signed by CONSULTANT. Files in editable electronic media format of text, data, graphics, or other types (such as .dwg) that are furnished by CONSULTANT to CITY are only for convenience of CITY or any utility. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Any reuse without specific written verification or adaptation by CONSULTANT will be at CITY'S sole risk and without liability to CONSULTANT.
- 8.8 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of CONSULTANT, unless expressly purchased by CITY, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by CONSULTANT or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies, or processes used by CONSULTANT to provide the services or protect deliverables to CITY, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of CONSULTANT or its suppliers.

ARTICLE 9: TERMINATION AND/OR SUSPENSION OF WORK

9.1 Right of Either Party to Terminate for Default

- 9.1.1 This Agreement may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Agreement and a failure to cure as provided in this Article 9.
- 9.1.2 The party not in default must issue a signed, written notice of termination (citing this paragraph) to the other party declaring the other party to be in default and stating the reason(s) why they are in default. Upon receipt of such written notice of default, the party in receipt shall have a period of ten days to cure any failure to perform under this Agreement. Upon the completion of such 10-day period commencing upon receipt of notice of termination, if such party has not cured any failure to perform, such termination shall become effective without further written notice.

9.2 Right of CITY to Terminate

9.2.1 CITY reserves the right to terminate this Agreement for reasons other than substantial failure by CONSULTANT to perform by issuing a signed, written notice of termination (citing this paragraph) which shall take effect on the twentieth day following receipt of said notice or upon the scheduled completion date of the performance Phase in which CONSULTANT is then currently working, whichever effective termination date occurs first.

9.3 Right of CITY to Suspend Giving Rise to Right of CONSULTANT to Terminate

9.3.1 CITY reserves the right to suspend this Agreement at the end of any Phase for the convenience of CITY by issuing a signed, written notice of suspension (citing this paragraph) which shall outline the reasons for the suspension and the expected duration of the suspension, but such expected duration shall in no way guarantee what the total number of days of suspension will occur. Such suspension shall take effect immediately upon receipt of said notice of suspension by CONSULTANT.

9.3.1.1 CONSULTANT is hereby given the right to terminate this Agreement in the event such suspension extends for a period in excess of 120 days. CONSULTANT may exercise this right to terminate by issuing a signed, written notice of termination (citing this paragraph) to CITY after the expiration of 120 days from the effective date of the suspension. Termination (under this paragraph) shall become effective immediately upon receipt of said written notice by CITY.

9.4 Procedures CONSULTANT Shall Follow upon Receipt of Notice of Termination

9.4.1 Upon receipt of a notice of termination and prior to the effective date of termination, unless the notice otherwise directs or CONSULTANT immediately takes action to cure a failure to perform under the cure period set out in this Article. CONSULTANT shall immediately begin the phase-out and the discontinuance of all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of such notice of termination (unless CONSULTANT has successfully cured a failure to perform) CONSULTANT shall submit a statement showing in detail the Services performed under this Agreement prior to the effective date of termination. CITY shall have the option to grant an extension to the time period for submittal of such statement.

9.4.2 Copies of all completed or partially completed specifications and all reproductions of all completed or partially completed designs, plans and attachments prepared under this Agreement prior to the effective date of termination shall be delivered to CITY, in the form requested by CITY as a precondition to final payment. These documents shall be subject to the restrictions and conditions set forth in Article IX above.

- 9.4.3 Upon the above conditions being met, CITY shall promptly pay CONSULTANT that proportion of the prescribed Compensation which the Services actually performed under this Agreement bear to the total Services called for under this Agreement, less previous payments of the Compensation.
- 9.4.4 CITY, as a public entity, has a duty to document the expenditure of public funds. CONSULTANT acknowledges this duty on the part of CITY. To this end, CONSULTANT understands that failure of CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by CONSULTANT of any and all rights or claims for compensation for services performed under this Agreement by CONSULTANT.
- 9.4.5 Failure of CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may otherwise be entitled to for services performed under this Agreement.
- 9.5 Procedures CONSULTANT Shall Follow upon Receipt of Notice of Suspension
- 9.5.1 Upon receipt of written notice of suspension, which date shall also be the effective date of the suspension, CONSULTANT shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly suspend all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement.
- 9.5.2 CONSULTANT shall prepare a statement showing in detail the Services performed under this Agreement prior to the effective date of suspension.
- 9.5.3 Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to CITY but shall be retained by CONSULTANT until such time as CONSULTANT may exercise the right to terminate.
- 9.5.4 In the event that CONSULTANT exercises the right to terminate 120 days after the effective suspension date, within 30 days after receipt by CITY of CONSULTANT'S notice of termination, CONSULTANT shall promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement and shall submit the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension.
- 9.5.5 Any documents prepared in association with this Agreement shall be delivered to CITY as a precondition to final payment.
- 9.5.6 Upon the above conditions being met, CITY shall pay CONSULTANT that proportion of the prescribed Compensation which the Services actually performed

under this Agreement bear to the total Services called for under this Agreement, less previous payments of Compensation.

- 9.5.7 CITY, as a public entity, has a duty to document the expenditure of public funds. CONSULTANT acknowledges this duty on the part of CITY. To this end, CONSULTANT understands that failure of Consultant to substantially comply with the submittal of the statements and documents as required herein shall constitute a waiver by CONSULTANT of any portion of the Compensation for which CONSULTANT did not supply such necessary statements and/or documents.

ARTICLE 10: CONSULTANT'S WARRANTY

- 10.1 CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid or agreed to pay any company or person, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, CITY shall have the right to terminate this Agreement under the provisions of Article 9 above.

ARTICLE 11: ASSIGNMENT OR TRANSFER OF INTEREST

- 11.1 CONSULTANT shall not assign or transfer its interest in this Agreement without the prior written consent of CITY.

ARTICLE 12: INSURANCE REQUIREMENTS

- 12.1 Prior to the commencement of any Services under this Agreement, CONSULTANT shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to CITY'S Engineering Department, which shall be clearly identified with the name of the Project in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. CITY will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to CITY. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Engineering Department. No officer or employee other than CITY'S Risk Manager shall have authority to waive this requirement.
- 12.2 CITY reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to request modification of insurance coverage's and their limits when deemed necessary and prudent by CITY'S Risk Manager based upon changes in statutory law, court decisions, or

circumstances surrounding this contract. In no instance will CITY allow modification whereupon CITY may incur increased risk.

- 12.3 CONSULTANT'S financial integrity is of interest to CITY. Therefore, subject to CONSULTANT'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONSULTANT shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at CONSULTANT'S sole expense, insurance coverage written on an occurrence or claims made basis, as appropriate, by companies authorized and approved to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

INSURANCE REQUIREMENTS

Worker's Compensation*	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Commercial General (Public) Liability insurance to include coverage for the following:	For Bodily Injury and Property Damage of \$1,000,000 per occurrence.
a. Premises Operations	\$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
b. Independent Contractors**	
c. Products/Completed Operations	
d. Personal Injury	
e. Contractual Liability	
Business Automobile Liability	Combined Single Limit for Bodily Injury and property Damage of \$1,000,000 per occurrence
a. Owned/Leased Vehicles	
b. Non-owned Vehicles	
c. Hired Vehicles	
Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums, which the insured shall become legally obligated to pay as damages to the extent caused by any negligent act, error, or omission in the performance of professional services.

*Alternate Plans must be approved by CITY'S Risk Manager

**If applicable

- 12.4 CITY may request and without expense to CITY, to inspect copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by CITY, and may request the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by

law or regulation binding upon either of the parties hereto or the underwriter of any such policies). CONSULTANT shall attempt to comply with any such requests, subject to the policy terms and conditions, and shall submit a copy of the replacement certificate of insurance to CITY at the address provided below within 10 days of the requested change, in the event the respective insurance companies approve the requested change(s). CONSULTANT shall pay any costs incurred resulting from said changes.

City of Schertz
Attn: City Engineer
10 Commercial Place
Schertz, TX 78154

12.5 CONSULTANT agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

12.5.1 Name CITY and its officers, officials, employees, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY, with the exception of the workers' compensation and professional liability policies;

12.5.2 Provide for an endorsement that the "other insurance" clause shall not apply to the CITY where CITY is an additional insured shown on the policy if such endorsement is permitted by law and regulations;

12.5.3 Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of CITY; and

12.5.4 Provide 30 calendar days advance written notice directly to CITY of any suspension, cancellation or non-renewal or material change in coverage, and not less than 10 calendar days advance written notice for nonpayment of premium.

12.6 Within five calendar days after a suspension, cancellation or non-renewal of coverage, CONSULTANT shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONSULTANT'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

12.7 If CONSULTANT fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by CITY is an alternative to other remedies CITY may have and is not the exclusive remedy for failure of CONSULTANT to maintain said insurance or secure such endorsement. In addition to any other remedies CITY may have upon CONSULTANT'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order CONSULTANT to stop performing services hereunder and/or withhold

any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.

- 12.8 Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT'S or its subconsultant's performance of the Services covered under this Agreement.
- 12.9 It is agreed that CONSULTANT'S insurance shall be deemed primary with respect to any insurance or self insurance carried by CITY for liability arising out of operations under this Agreement.
- 12.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement as respects additional insured's.

ARTICLE 13: INDEMNIFICATION

- 13.1 **CONSULTANT, WHOSE WORK PRODUCT AND SERVICES ARE THE SUBJECT OF THIS AGREEMENT FOR PROFESSIONAL SERVICES, AGREES TO INDEMNIFY AND HOLD CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS BY THIRD PARTIES, LAWSUITS, JUDGMENTS, COST, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED OR CAUSED BY A NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ANY AGENT, OFFICER, ENGINEER, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF CONSULTANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, ENGINEERS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE SERVICES, RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

- 13.2 CONSULTANT shall advise CITY in writing within 24 hours of any claim or demand against CITY or CONSULTANT, known to CONSULTANT, related to or arising out of CONSULTANT'S activities under this Agreement.
- 13.3 The provisions of Article 13 are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- 13.4 Acceptance of the final plans by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, work drawings, Plans and Specifications or other documents and Work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any defect in the designs, work drawings, Plans and Specifications or other documents and Work prepared by CONSULTANT, its employees, subconsultants, and agents.

ARTICLE 14: CLAIMS AND DISPUTES

- 14.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of this Agreement's terms, payment of money, and extension of time or other relief with respect to the terms of this Agreement. The term "Claim" also includes other disputes and matters in question between OWNER and CONSULTANT arising out of or relating to this Agreement. Claims must be initiated by written notice. Every Claim of CONSULTANT, whether for additional Compensation, additional time, or other relief, shall be signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind CONSULTANT by signature) of CONSULTANT, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 14.2 Time Limit on Claims. Claims by CONSULTANT or by OWNER must be initiated within 30 calendar days after occurrence of the event giving rise to such Claim. Claims by CONSULTANT must be initiated by written notice to OWNER. Claims by the OWNER must be initiated by written notice to CONSULTANT.
- 14.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing, CONSULTANT shall proceed diligently with performance of this Agreement and OWNER shall continue to make payments in accordance with this Agreement.
- 14.4 Claims for Additional Time. If CONSULTANT wishes to make Claim for an increase in the time for performance, written notice as provided in this Article 14 shall be given. CONSULTANT'S Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.
- 14.5 Claims for Consequential Damages. Except as otherwise provided in this Agreement, in calculating the amount of any Claim or any measure of damages for breach of contract

(such provision to survive any termination following such breach), the following standards will apply both to claims by CONSULTANT and to claims by OWNER:

14.5.1 No consequential damages will be allowed.

14.5.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other party is claimed to be responsible.

14.5.3 No profit will be allowed on any damage claim.

14.6 No Waiver of Governmental Immunity. **NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE OWNER'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.**

ARTICLE 15: SEVERABILITY

15.1 If for any reason, any one or more paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining paragraphs of this Agreement but shall be confined in its effect to the specific section, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any section, sentence, clause or parts of this Agreement in any one or more instance shall not affect or prejudice in any way the validity of this Agreement in any other instance.

ARTICLE 16: ESTIMATES OF COST

16.1 Since CONSULTANT has no control over the cost of labor, materials, or equipment or over CONSTRUCTION CONTRACTOR'S methods of determining prices, or over competitive bidding or market conditions, CONSULTANT'S opinions of probable Project Cost or Construction Cost provided for herein are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as a design professional familiar with the construction industry but CONSULTANT cannot and does not guarantee that bids or the construction cost will not vary from opinions of probable Cost prepared by CONSULTANT.

ARTICLE 17: INTEREST IN CITY CONTRACTS PROHIBITED

17.1 No officer or employee of CITY shall have a financial interest, directly or indirectly, in any contract with CITY, or shall be financially interested, directly or indirectly, in the sale to CITY of any land, materials, supplies or service, except on behalf of CITY as an officer or employee. This prohibition extends to other CITY boards and commissions, which are more than purely advisory. The prohibition also applies to subcontracts on CITY projects.

- 17.2 CONSULTANT acknowledges that it is informed that the Charter of CITY prohibits a CITY officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with CITY or any CITY agency.
- 17.3 CONSULTANT warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of CITY. CONSULTANT further warrants and certifies that it has tendered to CITY a Discretionary Contracts Disclosure Statement.

ARTICLE 18: CONFLICTS OF INTEREST DISCLOSURE

- 18.1 All consultants must disclose if it is associated in any manner with a CITY official or employee in a business venture or business dealings. To be "associated" in a business venture or business dealings includes being in a partnership or joint venture with the officer or employee, having a contract with the officer or employee, being joint owners of a business, owning at least 10% of the stock in a corporation in which a CITY officer or employee also owns at least 10%, or having an established business relationship as client or customer.

ARTICLE 19: STANDARD OF CARE

- 19.1 Services provided by CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- 19.2 CONSULTANT shall be represented by a registered professional engineer licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings, and preconstruction meetings.
- 19.3 The Texas Board of Professional Engineers, 1917 IH-35 South, Austin, Texas 78741, (512) 440-7723 has jurisdiction over individuals licensed under Title 22 of the Texas Administrative Code.
- 19.4 Acceptance of the final plans by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents, or subcontractors for the accuracy and competency of their designs, work drawings, Plans and Specifications or other documents and Work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any defect in the designs, work drawings, Plans and Specifications or other documents and Work prepared by CONSULTANT, its employees, subconsultants, and agents.

ARTICLE 20: RIGHT OF REVIEW AND AUDIT

- 20.1 CONSULTANT agrees that CITY may review any and all of the work performed by CONSULTANT UNDER THIS Agreement. CITY is granted the right to audit, at CITY'S election, all of CONSULTANT'S records and billings related to performance of

this Agreement. CONSULTANT agrees to retain such records for a minimum of four years following completion of this Agreement. Any payment, settlement, satisfaction, or release provided under this Agreement shall be subject to CITY'S rights as may be disclosed by such audit.

ARTICLE 21: ENTIRE AGREEMENT

21.1 This Agreement, together with Attachments 1, 2, 3, and 4, represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

ARTICLE 22: VENUE

22.1 The obligations of the parties to this Agreement shall be performable in the City of Schertz or its Extra Territorial Jurisdiction, located in Bexar, Comal, and Guadalupe Counties, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Guadalupe County, Texas.

ARTICLE 23: NOTICES

23.1 Except as may be provided elsewhere herein, all notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective party by depositing the same in the United States Postal Service addressed to the applicable address shown below, unless and until either party is otherwise notified in writing by the other party of a change of such address. Mailed notices shall be deemed communicated as of five calendar days of mailing. Notices provided via email shall be deemed communicated as of the next business day after the notice is sent.

If intended for **CITY**, to:

City of Schertz
Engineering Department
10 Commercial Place
Schertz, Texas 78154

If intended for **CONSULTANT**, to:

The address listed on the first page of this Agreement.

ARTICLE 24: INDEPENDENT CONTRACTOR

24.1 In performing services under this Agreement, the relationship between CITY and CONSULTANT is that of independent contractor. By the execution of this Agreement, CONSULTANT and CITY do not change the independent contractor status of CONSULTANT. CONSULTANT shall exercise independent judgment in performing its duties and obligations under this Agreement and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the Services are to be performed. No term or provision of this Agreement or act of CONSULTANT in the performance of this Agreement shall be construed as making CONSULTANT the agent,

servant or employee of CITY, or as making CONSULTANT or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and worker's compensation, which CITY provides to or for its employees.

ARTICLE 25: CAPTIONS

25.1 The captions for the individual provisions of this Agreement are for informational purposes only and shall not be construed to effect or modify the substance of the terms and conditions of this Agreement to which any caption relates.

IN WITNESS WHEREOF, the parties to this Agreement hereby execute this Agreement effective as of October, 8th, 20 15 (the "Effective Date").

CITY OF SCHERTZ

CONSULTANT



CITY MANAGER



Consultant Name
Julie Hastings
Department Manager
TITLE

ATTACHMENT 1

PROJECT SCOPE OF SERVICES

PROJECT DESCRIPTION

This project is for to install a gravity wastewater line from the existing lift station at the Sedona/Crossvine Subdivision at FM 1518 near the Woman Hollering Creek (this lift station will be removed), then along said creek, approximately 11,500 feet to the intersection of Woman Hollering Creek and the IH 10 right-of-way (project would stay out of the public right-of-way). A new lift station would be installed at this location and a force main would be installed approximately 6,000 feet to the site of the proposed Cibolo Creek Municipal Authority (CCMA) new wastewater treatment plant. In addition, an approximately 1,500 foot “dog-leg” gravity main is also to be installed along an unnamed tributary and will connect to the 6,000 foot line. The attached sketch gives our general understanding of the intended route for the wastewater lines (approximately 19,000 centerline feet).

Some areas along the proposed wastewater line route are densely vegetated. Field crews will be required to clear brush and possibly small trees to perform survey, environmental, and geotechnical investigations.

It is understand that the wastewater line needs to be in place and operational by as soon as 2017. As such, this proposal encompasses preliminary engineering through construction phase in order to expedite the design process and advertise the project for bids as soon as possible.

SCOPE OF SERVICES

I. Preliminary Engineering Phase

The location of this wastewater line is generally known; however, specifics of the routing along the creek are undetermined. The Preliminary Engineering phase will focus on determining the optimal route for the wastewater interceptor to balance construction, property owner, and environmental concerns. Also, it is our understanding that a Preliminary Engineering Report (PER) was prepared in 2011 and that a “Gateway Planning” study in 2013 modified the land use assumptions made in the original PER. Our efforts will verify the necessary line sizes per the new land use for the Woman Hollering Creek sewershed.

A. Route Analysis

A1. Gather and analyze data. Download data for route analysis.

A1.1 Property owner information

A1.2 Aerial information

A1.3 Topographical information

A1.4 Environmental information

A2. Assimilate data and prepare preliminary route options.

A2.1 Using ACAD Civil3D, put together preliminary base plan with all data shown.

A2.2 Prepare preliminary route and profile.

A3. Develop a route decision matrix

CobbFendley will determine the best routing option for the wastewater line based on our expertise and experience. We will perform an internal decision analysis, evaluating parameters such as property owners, environmental impacts, construction costs, etc. We will make one alignment recommendation to the City based on this internal analysis. Multiple alignments and decision matrix evaluations are not included in this scope of services.

A4. Prepare Preliminary Engineering Technical Memorandum summarizing analysis and results.

A4.1 Route evaluation. This brief technical memo will summarize the evaluation process and significant decision factors involved in developing the recommended route.

A4.2 Preliminary construction cost estimate.

A4.3 Permitting requirements. CobbFendley will identify required permits and initiate agency coordination.

B. Land Use Assumptions/Pipe Size Verification

B1. Gather and analyze data

B1.1 Original Land Use from PER

B1.2 Updated Info from Gateway Study

B1.3 Verify Calcs and Check Pipe Sizes

B1.4 Analyze Results

B1.5 Prepare Technical Memo

II. Design Phase

During the Design Phase, CobbFendley will prepare contract and easement documents for the construction of the wastewater line. Below is a detailed scope of services.

A Coordination and Project Management

A1. Coordinate ROE discussions with affected property owners

A2. Coordination meetings with the City (assume 3)

A3. Field visits / coordination meetings with surveyor, land acquisition, geotechnical, and environmental teams (assume 2)

- A4. Develop project schedule
- A5. Project Management
- A6. Prepare and submit monthly team invoices and project updates

B. Design Plans

CobbFendley will prepare design plans for submittal to the City at the PER, 60%, 90%, and Bid Document phases. We anticipate the following sheets to be included in our design set:

- B1. Cover Sheet (1 sheet)
- B2. General Notes. Assemble a set of general notes using City of Schertz, TCEQ standards or other standards as needed (assume 2 sheets)
- B3. Wastewater Line P&Ps. Prepare Plan & Profile Sheets for the wastewater line at a scale of 1"=20' on 22"x34" plan sheets (assume 38 sheets)
- B4. Traffic Control Sheets. Traffic control is anticipated to be required for 3 possible roadway crossings (at FM 1518 at Trainer Hale Road - two locations) along the route (assume 1 sheet)
- B5. Erosion and Sedimentation Control/Tree Protection Plan. E&S and Tree Protection plan sheets will be prepared for the alignment at a scale of 1" = 40' (assume 10 sheets)
- B6. Detail Sheets. Prepare detail sheets showing invert details, standard construction details as well as special project-specific details (assume 4 sheets)
- B7. Design calculations - perform design calculations as necessary.
- B8. Easement Map (1 sheet)

C. Design of New Lift Station

It is our understanding that a new sewer lift station will be part of this project. The exact size of this lift station is currently unknown but is currently called out to be 3.6 MGD average daily flow in the Southern Sewershed Master Plan. CobbFendley will size the required lift station (per Item 1 B., Land Use Assumptions/Pipe Size Verification, above) and design the new lift station per the revised data.

- C1. Collect LS Data
- C2. Analyze Data/LS Calculations
- C3. Structural Calculations/Design
- C4. Construction Drawings (assume 5 sheets)
- C5. Coordinate w/ Pump Manufacturer

C6. Coordinate with Electrical Engineer

- C6.1 CobbFendley will coordinate with Cleary Zimmermann Engineers and provide site drawings, review reports, and provide information required for electrical design.
- C6.2 Refer to the subconsultant proposal from Cleary Zimmermann Engineers dated October 27, 2014 for a detailed scope of services.

D. Old Lift Station Demolition/Decommissioning Plans

It is also our understanding that the old lift station at the projects starting point (at the Sedona Subdivision) will need to be demolished and decommissioned. CobbFendley will provide the following services in conjunction with the old lift station:

D1. Collect Old LS Data/As-Builts

D2. Data Verification/LS Calculations

D3. Demolition Drawings (assume 2 sheets)

E. Specifications

CobbFendley will assemble standard technical specifications. A table of contents will be provided with the 60% submittal and a full set of specifications will be included with the 90% and Final submittals. City of Schertz standard contract documents will be used for front end documents, with minor modifications necessary for this project.

F. Quantity Take Off

CobbFendley will perform a quantity take off and prepare a bid form. A quantity take off will be performed at the 60%, 90% and Bid Document submittals.

G. Cost Estimate

CobbFendley will prepare an opinion of probable construction cost for the 60% (+/- 15%), 90% (+/- 10%) and 100% (+/- 5%) submittals.

H. QA/QC

CobbFendley will perform quality control reviews on the plans and specifications prior to each submittal to the City.

I. Prepare submittal packages

CobbFendley will assemble plans and specifications and submit to the City for review. This proposal assumes there will be 60%, 90%, and Bid Document Set submittals. We will provide two (2) sets of full size plans (22" x 34") and specifications for each submittal.

J. Respond to comments

CobbFendley will review comments provided by the City and review agencies and prepare a written response to the comments for inclusion with the subsequent submittal.

K. Coordination/Review meetings

This proposal assumes there will be four (4) coordination meetings with the City during the design phase.

L. Permits

Coordinate with permitting agencies as needed, to obtain required permits for construction. Some of these entities include the City of Schertz, Bexar County, TxDOT, TCEQ, THC and USACE.

M. Surveying Services

M1. Topographic and Boundary Survey

The topographic survey will involve a scope area of approximately 19,000 linear feet of centerline profile data and a width of a maximum of 75 feet along and coincident with the proposed centerline of the Woman Hollering Creek wastewater line. We will locate data points including spot elevations at pertinent grade breaks, any edges of pavement, tops of curb, gutter, road center lines, top bank, centerline and grade breaks of any creeks within the scope area described above based on 75 foot cross sections along the proposed centerline. In addition, the survey will include the location and elevation of visible utility surface features (fire hydrants, manholes, utility poles, down guys, drainage inlets, culverts and other drainage structures, ditches and detention ponds within the cross-sections. This will also include box culverts, drainage structures, bridges, and roadways.

In addition, land records will be researched to determine ownership of all land being crossed by the proposed construction and Primary Survey Control of the Alignment Route will be set. A boundary strip map will be prepared for use in easement determination and acquisition.

M1.1 Topo & Trees (8" and greater) for Gravity Main

M1.2 Topo & Trees (8" and greater) for Force Main

M1.3 Topo & Trees (8" and greater) for Lift Station Site

M1.4 Boundary Survey for both Gravity & Force Main Routes

M1.5 Boundary Strip Map

M1.6 Brush Clearing

M2. Easement Metes & Bounds

Once the design centerline alignment has been finalized, we will produce the required Easement Exhibits which shall include Easements drawings and Legal Descriptions for each Permanent and Temporary Construction Easement (TCE) required from land owners. Each Easement will consist of printed, signed and sealed drawings with accompanying legal description in Metes and Bounds delineation per Texas Statutory requirements. This proposal assumes that twenty-five (25) permanent and temporary easements will be required, for a total of fifty (50) easements and one (1) Metes and Bounds Description for the Lift Station site.

M2.1 Easements - Gravity

Estimated at 21 Permanent + 21 Temporary for a total of 42

M2.2 Easements - Force Main

Estimated at 4 Permanent + 4 Temporary for a total of 8

M3.3 Metes & Bounds – Lift Station Site (1 total)

Survey proposed lift station site and set four (4) corners. Prepare Metes and Bounds for site in preparation for purchase (assumed fee simple purchase and not an easement).

N. Geotechnical Investigation

Arias & Associates, Inc., will perform a geotechnical analysis, drilling soil borings for sampling approximately eight (8) total borings as such: one (1) at the proposed Lift Station site, four (4) at the proposed creek crossings and three (3) at the proposed roadway crossings.

N1. CobbFendley will coordinate with Arias & Associates to determine the appropriate location for eighteen soil borings, survey in the boring locations, and incorporate the soil boring information into the contract documents.

N2. Refer to the revised subconsultant proposal from Arias & Associates, Inc., dated January 6, 2015 for a detailed scope of services.

O. Environmental Investigation

Cox|McLain will perform environmental investigations for the project to include Archeological Resources, Jurisdictional Waters of the U.S. Assessment, Biological Resources, Hazardous Materials Screen and will prepare an Environmental Technical Memorandum summarizing the results and recommendations.

O1. CobbFendley will coordinate with Cox|McLain, provide alignment drawings, review reports, and provide information required for permitting.

O2. Refer to the revised subconsultant proposal from Cox|McLain, dated January 7, 2015 for a detailed scope of services.

III. Bid Phase

CobbFendley will assist in the bidding of the project. This proposal assumes that the City will use a bidding assistance center and all contract documents will be distributed through the center. CobbFendley may retain a copy for viewing, if desired, but will not be managing the document distribution. Below is a detailed scope of services for bid phase.

A. Assist the City in preparing the advertisement for bids. This proposal assumes that the City will coordinate with the local newspapers and pay the fee for the advertisement.

B. Attend and conduct a pre-bid conference. Prepare the meeting agenda and meeting minutes.

C. Respond to contractors questions during the bidding process.

D. Prepare addenda (assume 2) to address contractor questions.

- E. Attend and conduct the bid-opening.
- F. Prepare bid tabulation and check calculations.
- G. Check Contractor References.
- H. Prepare Recommendation of Award
- I. Assist the City in obtaining executed contract documents.

IV. Construction Phase

The City proposes to bid this project utilizing the Competitive Sealed Bid method. CobbFendley will provide construction administration and observation assistance the City. This proposal does not include inspection services. This proposal assumes a construction duration of nine (9) months. Below is a detailed scope of services.

- A. Attend and conduct a preconstruction conference. CobbFendley will prepare the agenda, take notes, and prepare the meeting minutes.
- B. Attend periodic progress meetings. Assume monthly progress meetings for a total of nine (9).
- C. Attend periodic site visits. Assume monthly site visits (not coincident with progress meetings) for a total of nine (9).
- D. Review project submittals/shop drawings. CobbFendley will review each submittal twice. If the Contractor requires a third submittal, it will be reviewed as an additional service and at the Contractor's expense, as will be written in the contract documents. This proposal assumes 20 (20) submittals.
- E. Review pay estimates. CobbFendley will coordinate with the City's inspector on accurate quantities and review the pay estimates for accuracy. Assume nine (9).
- F. Respond to Requests for Information (RFI). CobbFendley will coordinate with the City and Contractor on RFIs and respond with clarifications as needed. This proposal assumes ten (10) RFIs.
- G. Change Orders. CobbFendley will assist the City in negotiation and preparation of change order documents, should they be necessary. This proposal assumes three (3) change orders.
- H. Final Walk Through and Punch List. CobbFendley will attend the final walk through and coordinate with the City's inspector on the punch list items.
- I. Project Close Out. CobbFendley will assist the City on closing out the contract, reviewing the final pay application and affidavits, and preparing the Concurrence Letter.
- J. Record Drawings. CobbFendley will prepare a set of record drawings based on the Contractor's redlines in the field.
- K. Construction Materials Testing (CMT) for this project is not been included in this contract.

Easement Acquisition

CobbFendley will provide easement acquisition services on an as needed basis. These services include all activities required to acquire each easement including gathering information concerning each property, meeting with the property owners, negotiating with the property owners, any necessary release of liens and judgments, etc., presenting offers to property owners and negotiating final offer, and taking easement to closing. All negotiations will follow rules and regulations of SB18.

The following services are anticipated in the parcel acquisition and fees for such are shown on the attached exhibit. These services will be charged at an hourly rate and not to exceed the stated fee without prior City Staff approval.

- Right of Entry (ROE) Coordination:
 - Prepare ROE letters for each affected property and send to each landowner by Certified Mail.
 - Compile and maintain a list of affected property owners.
- Coordinate with the land owner, City of Schertz, survey, geotechnical and archeology field crews regarding property visitation schedule.
- Title Commitments
- Easement Acquisition:
 - Prepare a property value, based on the current tax rolls and then send an offer package to each landowner by Certified Mail (as required by law).
 - Attempt to meet in person with each Owner so as to build rapport with them.
 - Be the point of contact for any questions that they have. We will coordinate with the City to obtain the information that they are requesting, but will handle all interactions with the Owners. We will pass on any requests to the City but will continue to be the one that responds to them so as to limit the City's time spent dealing with the Owners.
 - Provide a recommendation to the City for all counters/requests of property owners based on our experience on similar projects/parcels.
 - Coordinate with all conflicting property interest holders to obtain the necessary releases/subordinations. For instance, if there is a mortgage and lien on the property, we will coordinate with the lender to obtain the Subordination of Lien and handle the recordation of that document with the signed Easement.
 - Should we be unable to reach an agreement, then we will coordinate with the Appraiser to get the property appraised and will provide the Owner with a Final Offer by Certified Mail (as required by law).
- Appraisals:
 - Only needed if we are unable to reach an agreement with any property owners using the approach mentioned above.

Should Condemnations be needed, the City may retain CobbFendley for condemnation support at an hourly rate to be determined at that time.

ATTACHMENT 2

PROJECT COST

Task	Fee
<u>Preliminary Engineering</u>	\$23,150.00
<u>Design Phase</u>	
Design Plans	\$300,610.00
Topographic & Boundary Survey	\$111,610.00
Easement Metes and Bounds	\$44,500.00
Geotechnical Investigation	\$28,075.00
Environmental Investigation	\$15,132.00
Total Design Phase	\$499,927.00
<u>Bid Phase</u>	\$13,295.00
<u>Construction Phase</u>	\$46,430.00
<u>Expenses</u>	\$7,045.40
Engineering Services Total	\$589,847.40
<u>Easement Acquisition Services</u>	assuming 26 parcels
Right of Entry Coordination	\$500/parcel (not to exceed) \$13,000.00
Title Commitments	\$750/parcel (not to exceed) \$19,500.00
Easement Acquisition Services	\$4,000/parcel (not to exceed) \$104,000.00
Appraisal (if needed)	\$1,800/parcel (not to exceed) \$46,800.00
Easement Acquisition Services Total (not to exceed)	\$183,300.00
Total Fee (not to exceed)	\$773,147.40

Woman Hollering Wastewater Line
Fee Estimate Worksheet
05/29/15

Task	Labor Rates										Total Hours	Subconsultant Expense	Total Fee
	\$250.00 per hour	\$200.00 per hour	\$180.00 per hour	\$145.00 per hour	\$125.00 per hour	\$120.00 per hour	\$125.00 per hour	\$95.00 per hour	\$150.00 per hour	\$110.00 per hour	\$65.00 per hour		
	Principal	Senior Project Manager QA/QC	Project Manager	Project Engineer III	Project Engineer II	Senior Technician	RPLS	SIT	2 Man Survey Crew	ROW Agent	Clerical		
	Sande Khoury	Julie Hastings	Abel Guzman	Travis McCoy	Karen Wang	Rafael Rodriguez	Bud Thompson	Carey Johnson		Arthur West	Peggy Wheeler		
I. Preliminary Engineering Phase													
A. Route Analysis													
A1. Gather and analyze data													
A1.1 Property owner			2	1							3		\$505.00
A1.2 Aerial				1							1		\$145.00
A1.3 Topo				1							1		\$145.00
A1.4 Environmental				1		2					3		\$385.00
A2. Assemble data and prepare routes											0		
A2.1 Preliminary base plan				4		8					12		\$1,540.00
A2.2 Prepare preliminary route and profile			2	4		8					14		\$1,900.00
A3. Develop route recommendation						8				2			\$1,180.00
A3.1 Develop decision criteria			2	4							6		\$940.00
A3.2 Determine criteria values			2	4							6		\$940.00
A3.2a Property owners			2								2		\$360.00
A3.2b Easement acquisition costs				4							4		\$580.00
A3.2c Environmental impacts				4							4		\$580.00
A3.2d Preliminary construction costs			2	4		8					14		\$1,800.00
A3.3 Populate matrix				4							4		\$580.00
A3.4 Analyze results		1	2	2							5		\$650.00
A4. Prepare Preliminary Tech Memo		1											
A4.1 Route evaluation discussion and recommendation		1	2	4		8					15		\$2,100.00
A4.2 Prelim construction cost estimate		1	2	2		4					9		\$1,330.00
A4.3 Research Permitting requirements				4							4		\$580.00
B. Land Use Assumptions/Pipe Size Verification													
B1. Gather and analyze data													
B1.1 Original Land Use Data from PER				8							8		\$1,180.00
B1.2 Updated info from Gateway Study				4							4		\$580.00
B1.3 Verify Calls and Check Pipe Sizes				12							12		\$1,740.00
B1.4 Analyze Results		2	2	2							6		\$1,050.00
B1.5 Prepare Technical Memo		1	4	8							13		\$2,080.00
Total - Preliminary Engineering Phase		7	24	82		46				2	160		\$23,160.00
II. Design Phase													
A. Coordination and Project Management													
A1. Coordinate ROE discussions/exhibits				2		8					10		\$1,250.00
A2. Coordination meetings with City (Assume 3)			6	6							12		\$1,950.00
A3. Design Field Visits (Assume 2)			4	4							8		\$1,100.00
A4. Develop project schedule		2	4								6		\$1,120.00
A5. Project Management			30	45							75		\$11,925.00
A6. Monthly Invoicing/Project Updates			30								30		\$5,400.00
<i>Note: Assumed project life of 15 months (6 months design + 9 months construction)</i>													
B. Design Plans													
B1. Cover Sheet (1 sheet)				2		5					8		\$1,010.00
B2. General Notes (2 sheets)			2	4		8					14		\$1,950.00
B3. P&Ps (1"-20', 38 sheets)			80	304		608					992		\$131,440.00
B4. Traffic Control Sheets (1 sheet)			2	8		16					26		\$3,440.00
B5. Erosion and Sedimentation Control/Tree Protection Sheets (1" = 40', 10 sheets)			8	60		80					138		\$18,280.00
B6. Detail sheets (4 sheets)				16		32					48		\$6,150.00
B7. Design calculations		2	4	24							30		\$4,000.00
B8. Easement Map (1 sheet)			2			12					14		\$1,800.00
C. Design of New Lift Station													
C1. Collect LS Data				8							8		\$1,180.00
C2. Analyze Detail S. Calculations			4	24							28		\$4,220.00
C3. Structural Calculations/Design (in-house)				8	60						68		\$8,860.00
C4. Construction Drawings (5 sheets)				40		120					160		\$20,200.00
C5. Coordinate w Pump Manufacturer				16							16		\$2,320.00
C6. Electrical Design													
C6.1. CF coordination			16								16		\$2,880.00
C6.2. Cleary Zimmermann fee												\$ 44,500.00	\$44,500.00
D. Old Lift Station Demolition/Decommissioning Plans													
D1. Collect Old LS Data/As-Built				8		16					24		\$3,080.00
D2. Data Verification/LS Calculations				2	4						6		\$840.00
D3. Demolition Drawings (2 sheets)				2	8	32					42		\$5,360.00
E. Specifications													
E1. 60% Phase		1	2	24							4		\$4,300.00

Woman Hollering Wastewater Line
Fee Estimate Worksheet
05/29/15

Task	Principal	Senior Project Manager QA/QC	Project Manager	Project Engineer III	Project Engineer II	Senior Technician	RPLS	SIT	2 Man Survey Crew	ROW Agent	Clerical	Total Hours	Subconsultant/Expense	Total Fee
	Sandeef Khoury	Julie Hastings	Abel Guzman	Travis McCoy	Karen Wang	Rafael Rodriguez	Bud Thompson	Carey Johnson		Arthur West	Peggy Wheeler			
E2, 90% Phase		1	1	8							2	12		\$1,670.00
E3, Final Bid Set submittal		1	1	4							2	8		\$1,060.00
F, Quantity Take-off												0		
F1, 60% submittal		0.5	2	8		18						28.5		\$3,540.00
F2, 90% submittal		0.5	1	4		8						13.5		\$1,820.00
F3, Final Bid Set submittal		0.5	1	4		4						9.5		\$1,340.00
G, Cost Estimate												0		
G1, 60% submittal		0.5	1	8								9.5		\$1,440.00
G2, 90% submittal		0.5	1	4								5.5		\$860.00
G3, Final Bid Set submittal		0.5	1	4								5.5		
H, QA/QC												0		
H1, 60% submittal		8	16									24		\$4,480.00
H2, 90% submittal		4	8									10		\$1,880.00
H3, Final Bid Set submittal		2	4									6		\$1,120.00
I, Prepare submittal packages												0		
I1, 60% submittal		0.5	1	2		8						11.5		\$1,630.00
I2, 90% submittal		0.5	1	2		4						7.5		\$1,050.00
I3, Final Bid Set submittal		0.5	1	2		4								\$1,050.00
J, Respond to comments												0		
J1, 60% submittal		0.5	1	8		8					4	21.5		\$2,660.00
J2, 90% submittal		0.5	1	2		4					4	11.5		\$1,310.00
J3, Final Bid Set submittal		0.5	1	2		4					4	11.5		\$1,310.00
K, Review Meetings														\$0.00
K1, Review Meetings (Assume 4)			8	8								16		\$2,600.00
L, Permits														
L1, Permit Coordination/Approvals			4	20								24		\$3,820.00
Subtotal - Design Phase		25	177	638	60	990	0	0	0	0	20	1910		\$300,610.00
M, Surveying Services														
M1, Topographic & Boundary Survey														
M1.1, Topo & Trees for Gravity Main			22				38	112	150			322		\$41,820.00
M1.2, Topo & Trees for Force Main			12				22	56	69			162		\$20,605.00
M1.3, Topo & Trees for Lift Station Site			3				3	7	10			23		\$3,080.00
M1.4, Boundary Survey for both Gravity & Force Main Routes			18				63	85	100			266		\$34,190.00
M1.5, Boundary Strip Map			2				4	17				23		\$2,475.00
M1.6, Brush Clearing			5				10					15	\$ 7,000.00	\$9,150.00
M2, Easement Notes and Bounds														
M2.1, Easements - Gravity (Estimated at 21 Permanent + 21 Temporary = 42 @ \$850 each)														\$ 35,700.00
M2.2, Easements - Force Main (Estimated at 4 Permanent + 4 Temporary = 8 @ \$850 each)														\$ 6,800.00
M2.3, Notes & Bounds Description - Lift Station Site (Estimated at 1 @ \$2,000 each plus tax)														\$ 2,000.00
Subtotal - Surveying Services		0	62	0	0	0	140	280	329	0	0	811		\$166,110.00
N, Geotechnical Investigation														
N1, CF coordination			34									34		\$6,120.00
N2, Arise fee													\$21,955.00	\$21,955.00
Subtotal - Geotechnical Investigation														\$28,075.00
O, Environmental Investigation														
O1, CF coordination			12									12		\$2,160.00
O2, Cox I Misc/Claim fee													\$ 12,975.00	\$12,975.00
Subtotal - Environmental Investigation														\$15,135.00
Subtotal Investigations (Geotechnical and Environmental)														\$43,210.00
Total Design Phase (Design, Surveying + Investigations)														\$499,930.00
III. Bid Phase														
A, Advertisement				2								2		\$290.00
B, Pre-bid			2	4								6		\$940.00
C, Respond to questions			2	4								6		\$940.00
D, Addenda			2	16		8					2	28		\$3,770.00
E, Bid opening			2	2							2	6		\$780.00
F, Bid tab			1	2							4	7		\$730.00
G, Check references/Competitive Sealed Bid Process		4	8	16								28		\$4,660.00

Woman Hollering Wastewater Line
Fee Estimate Worksheet
05/29/15

Task	Principal	Senior Project Manager QA/QC	Project Manager	Project Engineer III	Project Engineer II	Senior Technician	RPLS	SIT	2 Man Survey Crew	ROW Agent	Clerical	Total Hours	Subconsultant/ Expense	Total Fee
	Sande Khoury	Julia Hastings	Abel Guzman	Travis McCoy	Karen Wang	Rafael Rodriguez	Bud Thompson	Carry Johnson		Arthur West	Peggy Wheeler			
H. Recommendation of Award				1								1		\$145.00
I. Execute contracts		1	2	4								7		\$1,140.00
Bld Phase Subtotal	0	5	19	51	0	8	0	0	0	0	8	91		\$13,295.00
IV. Construction Phase														
A. Preconstruction conference			2	4								6		\$940.00
B. Progress meetings (Assume 5)			18	36								54		\$8,460.00
C. Site visits (Assume 5)			18	36								54		\$8,460.00
D. Submittal review (Assume 20)			10	40								60		\$7,800.00
E. Pay estimates (Assume 5)			9	18								27		\$4,230.00
F. RFIs (Assume 10)			10	20		10						40		\$5,900.00
G. Change Orders (Assume 3)			3	12								15		\$2,280.00
H. Final Walk Through			4	4								8		\$1,300.00
I. Close-out			2	8								10		\$1,520.00
J. Record Drawings			2	4		40						46		\$5,740.00
Subtotal - Construction Phase		0	78	182	0	50	0	0	0	0	0	310		\$48,430.00

ID	Task Name	Asstimate address and formal letters	Duration	Start	Finish	Predecessor
46	Mail letters	0 days	Thu 5/24/16	Wed 5/20/16		
47	Receive RFI	2 wks	Thu 5/24/16	Wed 5/27/16 47		
48	Survey	6 wks	Thu 5/24/16	Wed 5/26/16 48		
49	Geotech	6 wks	Thu 5/24/16	Wed 5/26/16		
50	Environmental	5 wks	Thu 5/24/16	Wed 5/29/16		
51	60% Design	54 days	Thu 5/20/16	Wed 5/24/16		
52	Plans	6 wks	Thu 5/20/16	Wed 5/20/16		
53	Spec (100)	5 days	Thu 4/24/16	Wed 4/20/16		
54	Cost Estimate	5 days	Wed 4/20/16	Tue 4/24/16		
55	QC	5 days	Wed 4/27/16	Tue 5/2/16 57		
56	Prepare Final Package	1 wk	Wed 5/4/16	Tue 5/10/16 58		
57	Submit	0 days	Tue 5/10/16	Tue 5/10/16 59		
58	City Review	2 wks	Wed 5/11/16	Tue 5/24/16 60		
59	Coordination Meeting	0 days	Wed 5/25/16	Wed 5/25/16		
60	80% Design	35 days	Thu 5/26/16	Thu 7/14/16		
61	Plans	4 wks	Thu 5/26/16	Wed 6/22/16		
62	Specs	5 days	Thu 6/16/16	Wed 6/22/16		
63	Cost Estimate	5 days	Thu 6/23/16	Wed 6/29/16 66		
64	QC	5 days	Thu 6/23/16	Wed 6/29/16		
65	Prepare Final Package	5 days	Thu 6/29/16	Wed 7/6/16 68		
66	Submit	0 days	Wed 7/6/16	Wed 7/6/16 69		
67	City Review	1 wk	Thu 7/7/16	Wed 7/13/16 70		
68	Coordination Meeting	0 days	Thu 7/14/16	Thu 7/14/16		
69	100% Plans	25 days	Fri 7/15/16	Fri 8/19/16		
70	Plans	1 wk	Fri 7/15/16	Thu 7/21/16		
71	Specs	5 days	Fri 7/22/16	Thu 7/28/16		
72	Cost Estimate	5 days	Fri 7/29/16	Thu 8/4/16 76		
73	QC	5 days	Fri 7/29/16	Thu 8/4/16		
74	Prepare Final Package	5 days	Fri 8/5/16	Thu 8/11/16 78		
75	Submit	0 days	Thu 8/11/16	Thu 8/11/16 79		
76	City Review	1 wk	Fri 8/12/16	Thu 8/18/16 80		
77	Coordination Meeting	0 days	Fri 8/19/16	Fri 8/19/16		
78	100% Plans	6 wks	Mon 8/22/16	Fri 9/9/16 81		
79	Construction Phase	10 mons	Mon 10/3/16	Fri 7/7/17 84		

ATTACHMENT 3
BILLING RATE SCHEDULE

COBB, FENDLEY & ASSOCIATES, INC.

2014 STANDARD RATE SCHEDULE #660

January 1, 2014 – December 31, 2014

Principal / Chief Engineer	(Professional VIII)*	\$250.00/HR
Senior Engineer	(Professional VII)*	\$235.00/HR
Senior Project Manager	(Professional VI)*	\$200.00/HR
Project Manager	(Professional V)*	\$180.00/HR
Senior Hydrologist	(Professional V)*	\$180.00/HR
Project Engineer III	(Professional III)*	\$145.00/HR
Project Engineer II	(Professional II)*	\$125.00/HR
Project Engineer I	(Professional I)*	\$105.00/HR
Senior Technician	(Technician IV)*	\$120.00/HR
Technician III	(Technician III)*	\$105.00/HR
Technician II	(Technician II)*	\$95.00/HR
Technician I	(Technician I)*	\$75.00/HR
Licensed State Land Surveyor	(Professional VI)*	\$200.00/HR
Registered Professional Land Surveyor	(Professional III)*	\$145.00/HR
4-Man Survey Crew		\$165.00/HR
3-Man Survey Crew		\$145.00/HR
2-Man Survey Crew		\$125.00/HR
1-Man Survey Crew		\$105.00/HR
Construction Manager	(Professional IV)*	\$165.00/HR
Senior Field Construction Observer	(Professional I)*	\$105.00/HR
Field Construction Observer	(Technician II)*	\$90.00/HR
Utility Specialist	(Professional II)*	\$125.00/HR
Telecommunications Designer	(Technician II)*	\$95.00/HR
Telecommunications Fieldman	(Technician I)*	\$75.00/HR
GIS Manager	(Professional III)*	\$145.00/HR
GIS Analyst	(Technician II)*	\$95.00/HR
Right-of-Way Agent		\$110.00/HR
Administrative		\$90.00/HR
Clerical		\$65.00/HR

* Category labels "Professional xx" etc. are interim designations for 2014 and are to be implemented in lieu of previous position titles in 2015.

EXHIBIT B to CITY OF SCHERTZ ON-CALL ENGINEERING SERVICES MASTER AGREEMENT

COBB, FENDLEY & ASSOCIATES, INC.

2014 STANDARD RATE SCHEDULE #660

January 1, 2014 – December 31, 2014

(Continued)

SUBSURFACE UTILITY ENGINEERING

Level C & D (Without Level B)	\$0.45/Foot
Level B – Designation (Without Level C & D)	\$1.43/Foot
Level A – Location (Non-Destructive Excavation):	
➤ Vertical Depth: 0 Ft. – 5 Ft.	\$1,125/Hole
5 Ft. – 8 Ft.	\$1,580/Hole
8 Ft. – 13 Ft.	\$1,825/Hole
13 Ft. – 20 Ft.	\$2,510/Hole
> 20 Ft.	\$3,600/Hole
Ground Penetrating Radar	\$250/HR
SUE Technician (With Equipment)	\$98/HR
Vacuum Excavation Truck with 2 Technicians	\$250/HR
Traffic Control Officer	@ Cost + 10%
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.)	@ Cost + 10%
Designation & Traffic Control Vehicles	\$3.40/Mile
Location Vehicles	\$6.80/Mile

REIMBURSABLE EXPENSES

Technology Fee (*)	\$3.75/HR
Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%
Courier, Special Equipment Rental	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	\$35/Day
Title Plant Charges	@ Cost + 10%
Other Misc. Expenses Related to the Project	@ Cost + 10%
In-House Reproduction:	
➤ Copies (Up to 11" x 17")	\$0.15/Each
➤ Color Prints (Up to 11" x 17")	\$1.50/Each
➤ Color Prints (Larger than 11" x 17")	\$3.00/Sq. Ft.
➤ Bluelines (All Sizes)	\$1.00/Each
➤ Bond Prints (All Sizes)	\$2.00/Each
➤ Mylar Prints	\$12.00/Each
➤ Vellum Prints	\$9.00/Each

(*) Technology charges added to each billable man-hour.

RESOLUTION 22-R-21 EXHIBIT B
AMMENDMENT 4 TO WOMAN HOLLERING CREEK PROJECT AGREEMENT
MODIFIED SCOPE AND FEE OF CONSTRUCTION PHASE SERVICES

- I. Construction Phase – This scope assumes a construction duration of twelve (12) months.
- A. Attend a preconstruction kickoff/coordination meeting.
 - B. Prepare Conformed Documents. This task will incorporate all revisions that occurred during the bid process and before construction (including the shift of the WWL along FM 1518 to accommodate the Crossvine Drainage Ditch).
 - C. Attend and conduct a preconstruction conference. CobbFendley will prepare the agenda, take notes, and prepare the meeting minutes.
 - D. Attend periodic progress meetings. Assume monthly progress meetings for a total of twelve (12).
 - E. Attend periodic site visits. Assume monthly site visits not coincident with progress meetings for a total of twelve (12).
 - F. Review project submittals/shop drawings. CobbFendley will review each submittal twice. If the Contractor requires a third submittal, it will be reviewed as an additional service and at the Contractor's expense, as will be written in the contract documents. The number of submittals is assumed to be eighty (80).
 - G. Review pay estimates. CobbFendley will coordinate with the City's inspector on accurate quantities and review the pay estimates for accuracy. CobbFendley will rely on the inspector for verification of quantities submitted. The number of pay requests assumed is twelve (12).
 - H. Respond to Requests for Information (RFIs). CobbFendley will coordinate with the City and Contractor on RFIs and respond with clarifications as needed. The number of RFIs is assumed to be twenty (20).
 - I. Change Orders. CobbFendley will assist the City in negotiation and preparation of change order documents, should they be necessary. Four (4) change orders are assumed.
 - J. Final Walk Through and Punch List. CobbFendley will attend the final walk through and coordinate with the City's inspector on the punch list items.
 - K. Project Close Out. CobbFendley will assist the City on closing out the contract, reviewing the final pay application and affidavits, and preparing the Concurrence Letter.
 - L. Record Drawings. CobbFendley will prepare a set of record drawings based on the Contractor's redlines in the field.
 - M. Project Management. This task includes managing the engineering project including managing resources and updating status reports and invoices to the City for twelve (12) months.

N. Electrical Engineering. Cleary Zimmerman Engineers is included in the project to provide electrical engineering services for the Contract. This includes construction phase services.

O. Construction Materials Testing is not included in this scope.

Basis of Compensation

Description	Cost
Subtotal Modified Construction Phase Services	\$99,645
Previously approved amount for Construction Phase Services	(\$46,430)
Total Additional Construction Phase Fee	\$53,215
Expenses	\$2,000
Total Modification to Construction Phase Services	\$55,215

IN WITNESS WHEREOF, the parties to this Agreement hereby execute this Amendment to the Agreement effective as of _____, 2019 (the “Effective Date”).

CITY OF SCHERTZ

CONSULTANT

CITY MANAGER

Consultant Name

TITLE

Woman Hollering Wastewater Line
Additional Construction Phase
December 14, 2021

	Labor Rates						
	\$278.00 per hour	\$129.00 per hour	\$170.00 per hour	\$65.00 per hour			
Task	Senior Project Manager	Project Engineer I	Senior Technician	Clerical	Total Hours	Subconsultant/Exp ense	Total Budget
IV. Construction Phase							
A. Preconstruction Kickoff / Coordination Meeting	2	2		1	5		\$879.00
B. Prepare Confomed Documents / Revise 1518 WWL due to Crossvine Plans	4	12			16		\$2,660.00
C. Preconstruction conference	2	4			6		\$1,072.00
D. Progress meetings (Assume 12)	24	30		6	60		\$10,932.00
E. Site visits (Assume 12)	24	24			48		\$9,768.00
F. Submittal review (Assume 80)	40	140		20	200		\$30,480.00
G. Pay estimates (Assume 12)	12	24			36		\$6,432.00
H. RFIs (Assume 20)	20	35	20	5	80		\$13,800.00
I. Change Orders (Assume 4)	4	12			16		\$2,660.00
J. Final Walk Through	8	8			16		\$3,256.00
K. Close-out	2	8			10		\$1,588.00
L. Record Drawings	2	4	40	2	48		\$8,002.00
M. Project Management	12			12	24		\$4,116.00
N. Electrical Engineering Construction Phase - Cleary Zimmerman						\$4,000.00	\$4,000.00
Subtotal - Construction Phase	150	289	60	45	544		\$99,645.00
Previously approved amount							\$46,430.00
Additional Construction Phase							\$53,215.00
Expenses							\$2,000.00
Total Additional Supplemental Request							\$55,215.00



2021 Standard Rate Schedule

Senior Engineer V or Principal	\$299.00/HR
Senior Engineer IV or Project Manager V	\$278.00/HR
Senior Engineer III or Project Manager IV	\$242.00/HR
Senior Engineer II or Project Manager III	\$227.00/HR
Senior Engineer I or Project Manager II	\$201.00/HR
Engineer III or Project Manager I	\$175.00/HR
Engineer II	\$155.00/HR
Engineer I	\$129.00/HR
Graduate Engineer II.....	\$118.00/HR
Graduate Engineer.....	\$108.00/HR
Project Coordinator.....	\$98.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field).....	\$170.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field).....	\$149.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field).....	\$129.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field).....	\$103.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field).....	\$84.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field).....	\$62.00/HR
Licensed State Land Surveyor	\$242.00/HR
Senior Registered Professional Land Surveyor.....	\$216.00/HR
Registered Professional Land Surveyor	\$175.00/HR
Project Surveyor.	\$155.00/HR
Certified Photogrammetrist.	\$205.00/HR
4 Person Survey Crew	\$196.00/HR
3 Person Survey Crew	\$175.00/HR
2 Person Survey Crew	\$149.00/HR
1 Person Survey Crew	\$108.00/HR
2 Person Hy-Drone Crew	\$350.00/HR
2 Person UAV Drone Crew	\$242.00/HR
Construction Manager III.....	\$288.00/HR
Construction Manager II.....	\$237.00/HR
Construction Manager I.....	\$191.00/HR
Construction Observer III	\$160.00/HR
Construction Observer II	\$134.00/HR
Construction Observer I	\$113.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III.....	\$250.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II.....	\$200.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I.....	\$180.00/HR
Right-of-Way Agent III or ROW Attorney.....	\$160.00/HR
Right-of-Way Agent II.....	\$140.00/HR
Right-of-Way Agent I.....	\$110.00/HR

(Continued)

Right-of-Way Technician.....	\$100.00/HR
Administrative	\$108.00/HR
Clerical.....	\$82.00/HR
Field Data Device	\$40.00/HR/unit

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum)	\$175/HR
One-Man Designating Crew (4-Hour Minimum)	\$113/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum).....	\$325/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum).....	\$304/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$268/HR
Traffic Control Officer.....	@ Cost + 10%
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost + 10%
Designation, Location & Traffic Control Vehicles.....	\$6.50/Mile

REIMBURSABLE EXPENSES

Technology Fee (*)	\$3.75/HR
Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%
Courier, Special Equipment Rental	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost
Mileage (Standard Car or Truck).....	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	GSA Standard Rate/Day
Title Plant Charges	@ Cost + 10%
Other Misc. Expenses Related to the Project.....	@ Cost + 10%

In-House Reproduction:

- Copies (Up to 11" x 17").....\$0.15/Each
- Color Prints (Up to 11" x 17")
- Color Prints (Larger than 11" x 17")
- Bluelines (All Sizes)
- Bond Prints (All Sizes)
- Mylar Prints
- Vellum Prints

(*) Technology charges added to each billable man-hour.

Proposal for Engineering Services

12/09/2021

Ms. Julie Hastings, P.E., MBA
Principal | Regional Municipal Manager
Cobb Fendley
505 E. Huntland Drive, Suite 100
Austin, Texas 75752

Ms. Hastings,

As a registered professional engineering firm with licensed professional engineers who are proficient in their practices, CLEARY ZIMMERMANN ENGINEERS, LLC ("CZ") hereby proposes to serve as your creative engineering partner for your project. The details of your project as we understand them are described hereafter (the "Project"), as well as the specific services we will provide as a consultant for the Project.

Project Details

Project Name

Woman Hollering Creek Lift Station – Schedule
Extension

Project Location

10 Commercial Pl.
Schertz, TX 78154

Estimated Const. Cost

To be determined

Design Schedule

To be determined

Construction Period

To be determined

Scope of Work

The project scope is understood to consist of a year time extension of an existing 2014 scope for a lift station design. The time extension will be utilized for construction administration.

Basic Services

Design & CA

Refer to original scope.

Compensation for Services

Fees

CZ's compensation for performing the services described herein will be on a flat, lump-sum basis by task as follows:

BASIC SERVICES

Construction Phase

FEE

\$4,000

Reimbursable Expenses

None.

Invoice Progression

Unless otherwise noted, CZ will invoice for services rendered per the following schedule:

SERVICES

Construction Phase

SCHEDULE

Commensurate with contractor's submittal review and site inspection

Services Not Included

Design services or construction documents	Detailed cost estimating
SCADA Programming/Integration	Site utility design, including domestic water, sewer, storm drainage and natural gas; and site fire protection design or analysis (access drives, hose lay, etc).
Services related to environmental studies or remediation.	Design services due to a change in scope of Basic Services.
Design of bid alternates or multiple bid packages.	Design services due to Change Orders requested by the Client during construction.
Engineering studies of alternative systems and equipment locations.	Economic analyses, including life cycle cost.
Record drawing generation from contractor's red-lined field notes.	Value engineering design services after approval of the 50% Preliminary Construction Documents.

Agreement

Excluding any services with strikethrough and initials in the Fees paragraph, I hereby accept this proposal and enter into a binding agreement with CZ comprised of this Proposal for Engineering Services, the attached Exhibit A, Hourly Rate Schedule, and the attached Exhibit B, Terms and Conditions.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Richard Guzman'.

RICHARD GUZMAN, PE, SEC+
PRINCIPAL | WATER / WASTEWATER
CLEARY ZIMMERMANN ENGINEERS, LLC

By:

JULIE HASTINGS, P.E., MBA (Date)
PRINCIPAL | REGIONAL MUNICIPAL MANAGER
COBB FENDLEY

Exhibit A – 2021 Hourly Rate Schedule

Division		Rate
Design	Principal	\$230
	Electrical Engineer	\$185
	Technology Design Consultant	\$180
	Mechanical Engineer	\$180
	Mechanical Designer	\$140
	Electrical Designer	\$150
	Plumbing Designer	\$135
	Construction Inspector	\$135
	Modeling Technician	\$120
Commissioning	Principal	\$230
	Project Manager	\$165
	Mechanical Engineer	\$180
	Electrical Engineer	\$185
	Field Technician	\$135
SCADA	SCADA Engineer	\$215
Administration	Clerical	\$95
	Accounting	\$140
Expenses	Cost plus 10% unless otherwise noted	
*Rates are subject to annual review.		

CITY COUNCIL MEMORANDUM

City Council Meeting: February 22, 2022
Department: Executive Team
Subject: Resolution No. 22-R-24 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas establishing a public hearing date to consider the approval of updated land use assumptions, capital improvements plan and impact fees for roads; and providing an effective date. (M. Browne/B. James)

BACKGROUND

State Law limits the imposition of roadway impact fees to areas within the City limits, unlike water and sewer impact fees which can be charged outside the city limits. When the City adopts or updates the impact fees, one item adopted is an impact fee service area map, indicating what areas/properties are subject to impact fees. So when the City annexes land, those properties are not automatically subject to roadway impact fees. In order to impose roadway impact fees on these areas/properties, the City must amend its roadway impact fee ordinance and update the study and service area on which the roadway impact fees are based. City Staff has been working with Freese and Nichols, Inc. on this amendment. The first step in considering adopting these items is to approve a resolution announcing the City's intent to update the Roadway Impact Fees. The City did that on December 14, 2021, but the public notice date was missed so staff is having seek a new approval and time frame. So to be clear, this resolution does not actually change the roadway impact fees - it simply begins that process. City Council will consider the actual amendment on April 5, 2022.

GOAL

Begin the process of updating the City's Roadway Impact Fee ordinance to include recently annexed areas.

COMMUNITY BENEFIT

Provide for the orderly development of road infrastructure and an appropriate funding mechanism.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 22-R-24 that establishes a public hearing date to consider the approval of updated land use assumptions, capital improvement plan, and impact fees for road; and providing an effective date.

FISCAL IMPACT

None.

RECOMMENDATION

Approval of Resolution 22-R-24.

Attachments



RESOLUTION NO. 22-R-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, ESTABLISHING A PUBLIC HEARING DATE TO CONSIDER THE APPROVAL OF UPDATED LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLAN, AND IMPACT FEES FOR ROADS, WATER, WASTEWATER AND DRAINAGE FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Schertz has authorized an impact fee study to determine whether to adopt updated Land Use Assumptions (LUA), Capital Improvement Plans, and Impact Fees for roadway facilities in accordance with Chapter 395, *Financing Capital Improvements Required by New Development in Municipalities, Counties, and Certain Other Local Governments*, of the Texas Local Government Code (*Ch. 395 of the TLGC*) and Article VII, Roadway Capital Recovery Fees, of Chapter 78, *Streets and Sidewalks*, of the City of Schertz Municipal Code of Ordinances; and

WHEREAS *Ch. 395 of the TLGC* requires the City Council of the City of Schertz to provide notice of and hold a public hearing to consider whether to update the Land Use Assumptions, Capital Improvement Plan, and Impact Fees for roadway facilities.

Section 1. A public hearing of the City Council shall be held on April 5, 2022, at 6:00 PM at City Hall, 1400 Schertz Parkway, Building #4 Schertz, Texas, for the purpose of considering amendments to the Land Use Assumptions, Capital Improvement Plans, and Impact Fees for roadway facilities.

Section 2. Notice of the public hearing shall be published in the City's newspaper of record at least 30-days prior to the public hearing date.

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

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

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

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

Section 7. It is officially found, determined, and declared that the meeting at which

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

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

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

PASSED AND ADOPTED, this 22nd day of February 2022.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: February 22, 2022
Department: City Secretary
Subject: Resignations to Boards/Commissions/Committees - Consideration and/or action regarding resignations to various Boards/Commissions/Committees. (Council/B. Dennis)

- **Resignation of Ms. Jackie Hollis - Historical Preservation Commission**
- **Resignation of Mr. Jason Blataric - Historical Preservation Commission**
- **Resignation of Mr. Howard Alperin - Historical Preservation Commission**
- **Resignation of Dean Midlick - Historical Preservation Commission**
- **Resignation of Mr. Earl Platt - Planning & Zoning Commission**

BACKGROUND

City Secretary's office has received notice of resignations of Ms. Jackie Hollis, Mr. Jason Blataric, Mr. Howard Alperin, Mr. Dean Midlick of the Historical Preservation Commission and Mr. Earl Platt of the Planning & Zoning Commission.

Staff recommends accepting the resignation of Ms. Jackie Hollis, Mr. Jason Blataric, Mr. Howard Alperin, Mr. Dean Midlick and Mr. Earl Platt.

CITY COUNCIL MEMORANDUM

City Council Meeting: February 22, 2022
Department: Police Department
Subject: Resolution No. 22-R-20 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Memorandum of Understanding between 502 Air Base Wing and Schertz Police Department for Law Enforcement Response Assistance and Information Sharing (C. Kelm/M. Bane)

BACKGROUND

This Memorandum of Understanding (MOU) outlines cooperation between the 502d Air Base Wing (502 ABW), Joint Base San Antonio (JBSA), Texas and Schertz Police Department (SPD). For purposes of this MOU, key organizations within the 502 ABW include the 502d Security Forces Group (502 SFG) and subordinate squadrons consisting of 502d Security Forces Squadron (502 SFS) at JBSA-Fort Sam Houston, 802d Security Forces Squadron (802 SFS) at JBSA-Lackland, and 902d Security Forces Squadron (902 SFS) at JBSA-Randolph.

GOAL

To continue and further strengthen our working relationship with the 502d Air Base Wing.

COMMUNITY BENEFIT

With this Memorandum of Understanding (MOU) and the resulting cooperation between the Schertz Police Department and the 502d Air Base Wing, the community benefits through the resources that each organization provides during times of need, whether it be intelligence, staff or traffic control.

SUMMARY OF RECOMMENDED ACTION

It is staff's recommendation to approve Resolution No. 22-R-20 authorizing the City Manager to sign the Memorandum of Understanding (MOU) with the 502 Air Base Wing.

FISCAL IMPACT

There is no fiscal impact. This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

RECOMMENDATION

To approve Resolution No. 22-R-20 allowing the City Manager on behalf of City Council to enter into this Memorandum of Understanding (MOU) with the 502d Air Base Wing.

Attachments

MOU 502 Air Base Wing
Resolution 502 Air Base Wing

MEMORANDUM OF UNDERSTANDING BETWEEN
502 AIR BASE WING
AND
SCHERTZ POLICE DEPARTMENT
FOR
LAW ENFORCEMENT RESPONSE ASSISTANCE AND INFORMATION SHARING

1. PURPOSE: This Memorandum of Understanding (MOU) outlines cooperation between the 502d Air Base Wing (502 ABW), Joint Base San Antonio (JBSA), Texas and Schertz Police Department (SPD). For purposes of this MOU, key organizations within the 502 ABW include the 502d Security Forces Group (502 SFG) and subordinate squadrons consisting of 502d Security Forces Squadron (502 SFS) at JBSA-Fort Sam Houston, 802d Security Forces Squadron (802 SFS) at JBSA-Lackland, and 902d Security Forces Squadron (902 SFS) at JBSA-Randolph. 502 SFG is the lead Security Forces unit responsible for coordination with SPD and references shall hereafter include 502 SFS, 802 SFS and 902 SFS as subordinate squadrons. Primarily, this MOU is intended to formalize the provision of law enforcement mutual aid; and information sharing concerning known or potential criminal activities targeting JBSA facilities, personnel or missions.

2. GENERAL: This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is only intended to provide guidance and document an agreement for general support between 502 ABW and all of its operating locations and SPD.

2.1. This MOU provides documentation for interoperability support between the 502 ABW and SPD to outline response procedures for 502 SFG and SPD.

2.2. 502 SFG and SPD will meet as needed to review current trends and to discuss matters related to this agreement or to provide familiarization between units.

2.3. All operating locations within the 502 ABW contain property which is federal exclusive, concurrent or proprietary jurisdiction.

2.4. This agreement will be updated or revised as needed. At a minimum, this MOU will be reviewed every three years by both parties.

2.5. Although the 902 SFS at JBSA-Randolph is the primary installation in the jurisdictional footprint of SPD, JBSA is a single installation and the sharing of information between adjacent jurisdictions and all Security Forces units within 502 SFG is essential for establishing a common operating picture of known or potential criminal activities in and around JBSA.

2.6. To facilitate technology upgrades for information sharing between 502 SFG and SPD, agencies agree to use existing resources to incorporate radio communications interoperability as outlined in the Texas Statewide Interoperability Channel Plan (TSICP).

3. UNDERSTANDING OF THE PARTIES:

3.1. PERSONNEL: Each Party is responsible for all salaries, benefits, costs and expenses due and attributable to that Party's own personnel, equipment and facilities that are assigned and made available to a Requesting Party hereunder.

3.1.1. SUPERVISION AND CONTROL. When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party, the response effort to which shall be organized and functioning in accordance with the guidelines outlined by the Requesting Party. Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall (i) maintain daily personnel time records, material records, and a log of equipment hours; (ii) be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and (iii) report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party.

3.2. 502 ABW will not expend any additional funds in support of this MOU.

3.3. SPD will not expend any additional funds in support of this MOU.

3.4. LOGISTICAL SUPPORT:

3.4.1. PLANS: There will be no additional plans to accompany this MOU.

3.4.2. MAINTENANCE: Each Party will be responsible for maintenance of their equipment.

3.4.3. SUPPLY: Each Party will be responsible for any supplies they may require.

3.4.4. TRANSPORTATION: Each Party will be responsible for their own transportation.

3.4.5. CONTRACTING: There will be no contracting support required for this MOU.

3.5 OPERATIONAL SUPPORT:

3.5.1. SPD agrees to notify 502 SFG whenever information of a criminal nature or of intelligence value is developed that could affect any mission or personnel within JBSA. 502 SFG agrees to protect information received from SPD in accordance with established Department of Defense (DOD) policy and guidance or as required by SPD policy and guidance to prevent the compromise of ongoing investigations or operations.

3.5.2. SPD agrees to assist 502 SFG upon request, by deploying SPD personnel or other available department assets as deemed appropriate by SPD during critical incidents requiring immediate law enforcement support, aiding in criminal investigations, assisting in traffic control, and sharing information.

3.5.2.1. When contacted by a Requesting Party, a Point of Contact of the Party from which aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines in its sole discretion that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

3.5.3. SPD agrees to assist 502 SFG investigators, upon request, for the purpose of acting as a liaison to the off-base community for conducting investigations. This could also include assistance in serving warrants and subpoenas.

3.5.4. SPD agrees to support 502 SFG, upon request, with traffic and crowd control support in areas immediately adjacent to JBSA installations during major events such as demonstration, critical incidents, or other events which may impact city traffic flow.

3.5.5. 502 SFG agrees to support SPD by staffing the Southwest Texas Fusion Center (SWTFC) with Security Forces (SF) Intelligence and Investigation personnel. Routine staffing will be supplemented during major events, critical incidents, or other instances which may increase vulnerability or threats to the City of Schertz or JBSA.

3.5.6. 502 SFG and SPD agree to share information relative to Community Policing and Crime Prevention. All parties agree to support policing activities with manning assistance when possible for events including, but not limited to, National Night Out, National Police Week, Crime Prevention, and other events.

3.5.7. 502 SFG agrees to support SPD with SF patrol escorts when service of process becomes necessary within JBSA by designating the Visitor Control Center (VCC) as the primary location for service of process pursuant to 32 CFR §720.20, and will follow 502 ABW policy and guidance.

3.5.8. Upon request, 502 SFG agrees to provide SPD with basic military training support focused on interoperability. This includes basic military skills such as basic marksmanship, patrolling, mission planning, medical, and survival but does not include advanced military training prohibited by DoDI 3025.21. Training will be coordinated and agreed upon in advance by all parties involved. JBSA mission requirements will take precedence over all other training.

3.5.9. Mission permitting, 502 ABW agrees to invite SPD to participate in major exercises in which actual occurrences may require unified command components (e.g. active attacker, aircraft crash, or mass casualty incident).

3.5.10. 502 SFG agrees to appoint an SF representative from Security Forces Intelligence and Investigations (S2) functions as a single focal point for SPD and 502 SFG coordination. Representatives will liaise with SPD consistent with the information sharing purpose of this MOU.

4. COMMAND AND CONTROL:

4.1. 502 ABW and SPD agree to organize under the Incident Command System as a Unified Command during critical incidents involving shared jurisdiction or responsibility.

4.2. 502 ABW shall maintain Incident Command and overall management responsibility for all incidents within JBSA jurisdiction. The 502 ABW Incident Commander (IC) shall have command and control of the incident and all responders to ensure common goals and objectives, joint planning, integrated tactical operations, maximizing all resources under a Unified Command response structure.

4.3. SPD agrees, when providing personnel to support an incident within JBSA jurisdiction, to provide a representative to assist the 502 ABW IC at the Incident Command Post. The representative will serve as the Liaison Officer between SPD and the 502 ABW IC. The Liaison Officer will inform the 502 ABW IC of the capabilities and/or limitations of all assisting and responding SPD resources.

5. INTERAGENCY RADIO FREQUENCY USE AGREEMENT:

5.1. Agreement between SPD and 502 ABW to support joint operations or mutual aid communications interoperability capabilities through compliance with the Texas Statewide Interoperability Channel Plan (TSICP).

5.2. This agreement is executed to comply with Section 2.103 and 90.421 of the Federal Communications Commission (FCC) Rules and Regulations and Chapter 8.3.3 of the NTIA Manual of Regulations and Procedures for Federal Radio Frequency Management. It provides for joint operations of non-government frequencies on a planned or scheduled basis in accordance with the following stipulations:

5.2.1. 502 ABW will submit a copy of this agreement to 502 Communications Squadron Base Spectrum Management Office who will submit radio frequency authorization (RFA) to the National Telecommunications and Information Administration (NTIA).

5.2.1.1. Federal government use of interoperability radio frequencies will be in accordance with the following directives, in order of precedence: (1) National Telecommunications and Information Administration (NTIA) Manual of Regulations and Procedures for Federal Radio Frequency Management; (2) National Interoperability Field Operations Guide (NIFOG); and (3) Texas Statewide Interoperability Channel Plan (TSICP).

5.2.1.2. Authorization for "Federal Government" use of civil "Non-Military" radio frequencies is dependent on meeting the following conditions: (1) Provide 502 CS/Joint Base San Antonio Spectrum Management Office (JBSA SMO) a copy of the signed "finalized" MOU(s) via 502 CS/SCXP (CS FAAC); and (2) JBSA SMO receives NTIA approved Radio Frequency Authorizations (RFAs).

5.2.2. Use of TSICP interoperability frequencies is restricted to interoperability communications between SPD and 502 ABW for the purposes of mutual aid, law enforcement operations, and emergency management.

5.2.3. These frequencies are limited to use within the area of Schertz and JBSA installations. Frequency control is maintained by the owner/user for the radio network being used. Command and Control will be based upon the jurisdictional location in which the radio frequencies are being used for interagency communications.

5.2.4. Section 5 "INTERAGENCY RADIO FREQUENCY USE AGREEMENT" within this agreement it will be reviewed at least every five years to validate continued operational requirements.

5.2.5. 502 ABW has an agreement with the Southwest Texas Regional Advisory Council (STRAC) to provide frequency merging capability during public safety mutual aid operations.

6. CONTACT INFORMATION & CORRESPONDENCE:

6.1. The 502 SFS Emergency Control Center (ECC) is located at 2404 N. New Braunfels, JBSA-Fort Sam Houston. The non-emergency number is (210) 221-2222.

6.2. The 802 SFS ECC is located at 223rd Ave., Building 1030, JBSA-Lackland. The non-emergency number is (210) 671-2018.

6.3. The 902 SFS ECC is located at 925 3rd St. West, JBSA-Randolph. The non-emergency number is 210-652-5700.

6.4. Key Stakeholder Contact Information:

6.4.1. 502 SFG: Commander, 502 SFG, 1 Washington Circle, Suite 2, JBSA-Randolph, TX 78150, 210-652-1205.

6.4.2. Schertz Police Department: Chief of Police, 1400 Schertz Parkway, #6, Schertz, TX 78154

7.0 AGREEMENT AND ADMINISTRATION: If either party requests termination of this agreement, it will be terminated 30 days after that party provides written notification of termination to the other party.

7.1. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

7.2. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

7.3. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

7.4. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

7.5. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

7.6. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last party signs.

7.7. EXPIRATION DATE: This MOU expires nine years from the effective date.

APPROVED:

FOR 502 ABW

MILLER.CAROLIN
E.M.1155078711

Digitally signed by
MILLER.CAROLINE.M.1155078711
Date: 2022.01.27 16:11:25 -06'00'

CAROLINE M. MILLER
Brigadier General, USAF
Commander

Date

FOR SPD

DR. MARK BROWNE
City Manager, City of Schertz

Date

RESOLUTION NO. 22-R-20

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE 502 AIR BASE WING AND THE SCHERTZ POLICE DEPARTMENT FOR LAW ENFORCEMENT RESPONSE ASSISTANCE AND INFORMATION SHARING.

WHEREAS, the Schertz Police Department seeks to work cooperatively with the 502 Air Base Wing, Joint Base San Antonio, in law Enforcement Response Assistance and Information sharing; and

WHEREAS, the MOU provides documentation for interoperability support between the 502 Air Base Wing and Schertz Police Department to outline response procedures; and

WHEREAS, Primarily, this MOU is intended to formalize the provision of law enforcement mutual aid; and information sharing concerning known or potential criminal activities targeting JBSA facilities, personnel or missions.; and

WHEREAS, To facilitate technology upgrades for information sharing between 502 Air Base Wing and the Schertz Police Department, agencies agree to use existing resources to incorporate radio communications interoperability as outlined in the Texas Statewide Interoperability Channel Plan (TSICP); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into this Memorandum of Understanding with the 502 Air Base Wing, pursuant to the Memorandum of Understanding attached hereto as Exhibit A (the “Supporting Documentation”).

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 enter into this Memorandum of Understanding with the 502 Air Base Wing.

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 22nd day of February, 2022.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

_____ **AGREEMENT**

CITY COUNCIL MEMORANDUM

City Council Meeting: February 22, 2022
Department: City Secretary
Subject: Resignation - Consideration and/or action regarding the Resignation of Councilmember Rosemary Scott, City Council Place 2.

BACKGROUND

On February 16, 2022, the Mayor, City Manager and the City Secretary received a resignation letter from Councilmember Rosemary Scott, City Council Place 2 resigning her position on City Council effective immediately due to health issues.

City Council will formally accept her resignation.

Attachments

Scott resignation

Rosemary Scott
3576 Olde Moss, Schertz, TX 78154

February 16, 2022

Mr. Ralph Gutierrez, Mayor
City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154

Dear Mayor Gutierrez,

It is with regret that I am writing to inform you of my decision to resign my position on the City Council, effective immediately.

My health has become a concern, as I have been to the doctor twice and told that I have post-Covid syndrome. I was off of work for three weeks, as it migrated to my lungs, and the residual effect has become challenging. The fatigue is almost overwhelming, and I have to conserve my energy just to get through the day. I don't know how long it will take to recover completely, but was told it can be anywhere from three to six months – maybe more. Consequently, I feel that it is best for me to make room for someone with the time and energy to devote to the City.

It has been a pleasure being part of the City Council. I am so proud of all that we have accomplished and have no doubt that the Council will continue these successes in the future.

If I can be of any assistance during the time it will take to fill the position, please don't hesitate to let me know.

Thank you and God bless,

Rosemary Scott

CITY COUNCIL MEMORANDUM

City Council Meeting: February 22, 2022
Department: Executive Team
Subject: Resolution No. 22-R-18 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a letter of support for a Housing Tax Credit application by the NRP Group for a multifamily project on FM 1518. (M. Browne/B. James)

BACKGROUND

The NRP Group has communicated to the city that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2022 Housing Tax Credit funds for a multifamily project on FM 1518. Applications to the TCHCA are scored and ranked as part of the funding application process. Points are awarded for projects that receive support from the local government. As such the NRP Group has requested a resolution of support from the Schertz City Council.

GOAL

Provide a range of quality housing opportunities for all residents of the City of Schertz.

COMMUNITY BENEFIT

The Housing Tax Credit program plays a significant role in providing quality affordable housing. Lack of affordable quality housing options are key to maintaining the sustainability of Schertz.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 22-R-18 in support of the Housing Tax Credit application for the NRP Group's multifamily project on FM 1518.

FISCAL IMPACT

There is no fiscal impact associated with this resolution.

RECOMMENDATION

Approval of Resolution 22-R-18.

Attachments

Res 21 R 18

RESOLUTION NO. 22-R-18

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS SUPPORTING AN APPLICATION FOR 2022 HOUSING TAX CREDITS BY THE NRP GROUP NAMED 1518 APARTMENTS LTD. TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) TO DEVELOP AFFORDABLE RENTAL HOUSING, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, The NRP Group has proposed a development for affordable rental housing named 1518 Apartments Ltd., in the city of Schertz, Texas; and

WHEREAS, The NRP Group has advised it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2022 Competitive 4% Bonds for 1518 Apartments, Ltd.; and

WHEREAS, the City of Schertz finds the need for such affordable housing for citizens within the City's boundaries and supports the 1518 Apartments Ltd. tax credit application; and

WHEREAS, this resolution confirms the City of Schertz will provide a grant, reduced fee or contribution of other value for the benefit of the development in the amount of Ten Dollars (\$10.00); in accordance with §11.9(d)(2) of the 2016 Qualified Allocation Plan; and

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

Section 1. The City of Schertz, Guadalupe County hereby supports the application of Avanti Canyon, and confirms that its governing body has voted specifically to support the authorization of Housing Tax Credits for Avanti Canyon.

Section 2. That for and on behalf of the City Council of the City of Schertz, Ralph Gutierrez, Mayor is hereby authorized, empowered, and directed to certify this Resolution to the Texas Department of Housing and Community Affairs.

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

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

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

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of

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

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

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

PASSED AND ADOPTED, this 22nd day of February 2022

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: February 22, 2022
Department: Executive Team
Subject: Resolution No. 22-R-19 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a letter of support for a Housing Tax Credit application by Schertz Hidden Oaks, LP for a multifamily project on Schertz Parkway. (M.Browne/B. James)

BACKGROUND

Schertz Hidden Oak, LP has communicated to the city that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2022 Housing Tax Credit funds for a multifamily project on Schertz Parkway. Applications to the TCHCA are scored and ranked as part of the funding application process. Points are awarded for projects that receive support from the local government. As such Schertz Hidden Oak, LP has requested a resolution of support from the Schertz City Council.

Schertz Hidden Oak, LP is working with the Schertz Housing Authority to redevelop the existing Housing Authority complex at 204 Schertz. Parkway.

GOAL

Provide a range of quality housing opportunities for all residents of the City of Schertz.

COMMUNITY BENEFIT

The Housing Tax Credit program plays a significant role in providing quality affordable housing. Lack of affordable quality housing options are key to maintaining the sustainability of Schertz.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 22-R-19 in support of the Housing Tax Credit application for Schertz Hidden Oak, LP's multifamily project on Schertz Parkway.

FISCAL IMPACT

There is no fiscal impact associated with this resolution.

RECOMMENDATION

Approval of Resolution 22-R-19.

Attachments

Res 22 R 19

RESOLUTION NO. 22-R-19

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS SUPPORTING AN APPLICATION FOR 2022 HOUSING TAX CREDITS BY SCHERTZ HIDDEN OAKS, LP NAMED HIDDEN OAKS IN SCHERTZ TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) TO DEVELOP AFFORDABLE RENTAL HOUSING, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Schertz Hidden Oaks, LP has proposed a development for affordable rental housing named Hidden Oaks in Schertz at 204 Schertz Parkway, in the city of Schertz, Texas; and

WHEREAS, Schertz Hidden Oaks, LP has advised it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2022 Housing Tax Credit funds for Hidden Oaks in Schertz; and

WHEREAS, the City of Schertz finds the need for such affordable housing for citizens within the City's boundaries and supports the Schertz Hidden Oaks, LP tax credit application; and

WHEREAS, this resolution confirms the City of Schertz has approved permit fee waivers for the benefit of the development; in accordance with §11.9(d)(2) of the 2016 Qualified Allocation Plan; and

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

Section 1. The City of Schertz, Guadalupe County hereby supports the application of Avanti Canyon, and confirms that its governing body has voted specifically to support the authorization of Housing Tax Credits for Hidden Oaks in Schertz.

Section 2. City supports the proposed Hidden Oaks, and confirms that as the governing body of Schertz, Texas, that it approves construction or rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code Sec. 2306.6703(a)(4).

Section 3. That for and on behalf of the City Council of the City of Schertz, Ralph Gutierrez, Mayor is hereby authorized, empowered, and directed to certify this Resolution to the Texas Department of Housing and Community Affairs.

Section 4. 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 5. 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 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 7. 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 8. 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 9. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 22nd day of February 2022

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: February 22, 2022
Department: Public Works
Subject: Capital Recovery Fee Credit Request - Consideration and/or action on a request by HLH Development, LLC to receive Sewer Capital Recovery Fee Credit and other matters relating to the Hallie's Cove Pump and Haul Facility. (C. Kelm/S. Williams)

BACKGROUND

HLH Development, LLC (HLH) is the developer of the Hallie's Cove development. Sewer service was not available to the Hallie's Cove property at the time. HLH elected to start development anyway and entered in to an agreement in 2017 with the City to construct a temporary pump and haul facility to provide sewer service to the development until the Woman Hollering Creek Trunk Line and Lift Station Project was complete. The original agreement established that all costs associated with installing and operating the pump and haul facility would be paid by HLH. A revision to the agreement was approved in 2019 stating that the City of Schertz would take over the expense of the pump and haul services beginning January 1, 2020.

HLH is planning to relocate the temporary pump and haul facility to allow for further development of Hallie's Cove. As part of this relocation, the City has agreed to allow HLH to install the relocated pump and haul facility on dedicated parkland property to not encumber any buildable lots in the development.

As seen in the attached letter, HLH has submitted a request to Council to receive sewer impact fee credits to offset the costs associated with relocating the temporary pump and haul facility, to be reimbursed for the installation of a manhole, and for the City to take over the maintenance of the pump and haul facility.

Sewer impact fees are only able to be credited or otherwise reimbursed for capital recovery fee eligible project work. Provision, maintenance, operation, and relocation of the pump and haul system for the Hallie's Cove Subdivision is not included in the City's Capital Recovery Plan and is therefore not eligible for reimbursement or impact fee credits.

The Woman Hollering Creek Wastewater Project is an eligible project. Construction of a portion of that project may be eligible for reimbursement. The City's consulting engineer and the engineer for the Hallie's Cove Subdivision are currently coordinating to determine if the manhole installed with the Hallie's Cove Unit 4 collection system can be used as part of the Woman Hollering system. If it can be made part of that system, staff will determine an appropriate amount of reimbursement. If it is found that the manhole in question cannot be used as part of the Woman Hollering system, then no reimbursement would be applicable.

Per the amended agreement in 2019, the City has incurred significant cost associated with the pump and haul service since 2020. In 2021, the City paid approximately \$396,000 in pump and haul services, which averages to \$33,000 per month in cost to the City. Because of the significant cost the City is paying each month for the pump and haul services, staff believes that the operation and maintenance of

the private pump and haul facility should remain with HLH until the offsite wastewater infrastructure is completed. HLH was aware of risks in the offsite wastewater infrastructure construction when the agreement was entered in to without a hard deadline for those facilities to exist, so the delay in those facilities or HLH's desire to relocate the pump and haul facilities are not a trigger for the City to take over the maintenance and operation of the pump and haul facility. The City will continue to pay for the pump and haul services per the agreement.

GOAL

To present the HLH request letter regarding Sewer Capital Recovery Fees and the maintenance of the Hallie's Cove Pump and Haul Facility.

COMMUNITY BENEFIT

Consistently applying the rules for impact fee credits makes the Capital Recovery Plan work as designed. When credits are given for site related facilities that are not on the Capital Recovery Plan, it creates a funding deficit for the projects on the plan that eventually need to be funded using other sources. Taking on maintenance costs that should be paid by the developer takes funds away from other maintenance activities throughout the water and sewer systems.

SUMMARY OF RECOMMENDED ACTION

Staff recommends denial of the Sewer Capital Recovery credit request and denial of the request to take over the maintenance of the Hallie's Cove Pump and Haul Facility.

FISCAL IMPACT

Granting an impact fee credit towards infrastructure that is not on the City's Capital Recovery Plan undermines the funding source for eligible projects. Taking on the maintenance of the pump and haul facility will increase the City's expenditures on this facility. The City is already spending approximately \$33,000 per month to pay for the pump and haul services associated with the facility.

RECOMMENDATION

Staff recommends denial of the Sewer Capital Recovery credit request and denial of the request to take over the maintenance of the Hallie's Cove Pump and Haul Facility as detailed in the staff report.

Attachments

HLH Development Hallies' Cove Pump and Haul Request Letter

HLH Development, LLC
13438 Bandera Rd. #104
Helotes, Texas 78023

January 31, 2022

Mayor Ralph Gutierrez
City of Schertz
1400 Schertz Parkway Building #4
Schertz, Texas 78154

Re: Hallie's Cove Development – wastewater service

Mayor Gutierrez:

My name is Harry Hausman, and I am the principal of HLH Development, LLC ("HLH") which is the developer of Hallie's Cove. I have been working on this project since September 2016. Since its inception, Hallie's Cove has been receiving its wastewater service through a pump and haul operation. This has involved the utilization of a variety of tanks and related equipment. The development is to ultimately to receive permanent wastewater service through the Woman Hollering Wastewater Project ("WHWP").

We understand the WHWP will not be completed in such a time that Unit 4 of Hallie's Cove will also need to be served by a pump and haul operation for a period of time. This will necessitate the relocation of pump and haul equipment to an existing park site within the development. In addition, HLH had to construct an additional manhole for the pump and haul operation.

It is my understanding the costs to relocate the equipment would ordinarily be costs the City would need to incur and would not be necessary if the WHWP were already online. Nonetheless, HLH is willing to go ahead and incur the costs with following conditions:

1. HLH receive sewer impact fee credits equal to the amount of the costs to relocate the pump and haul equipment to the park site within the development. HLH will provide an invoice for those costs the City can use as a basis for issuing the dollar credits. To the degree HLH is not able to use all the credits within Hallie's Cove, HLH would be able to transfer them to other projects within the City.
2. HLH would also be reimbursed the amount money it spent to install the manhole in Unit 4 that was originally to be part of the WHWP project.
3. The plat for Unit 4 be placed on the next P&Z commission agenda for consideration without any additional requirements for the storage capacity associated with the pump and pump operation.
4. Once the system is moved to the park site, the City will immediately take over maintenance of it.

We are making this request pursuant to Sections. 90-152 Offsets and Credits Against Capital Recovery Fees. and Sec. 90-162. - Relief procedures. of Article V. Water and Wastewater Capital Recovery Fees. Division 3. Wastewater Facilities Fees. Division 1. – Generally. To the extent Council may need to take any action on this item, we would respectfully request that you instruct staff to schedule it for consideration at the next regularly scheduled City Council meeting.

If you have any questions regarding the matter, please don't hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to be 'H. Hausman', with a long horizontal flourish extending to the right.

Harry Hausman, Managing Member
of HLH Development, LLC

CITY COUNCIL MEMORANDUM

City Council Meeting: February 22, 2022

Department: Planning & Community Development

Subject: Ordinance No. 22-S-08 - Consideration and/or action on a request to amend the Comprehensive Land Use Plan by changing approximately 15 acres of the Future Land Use Map from Estate Neighborhood land use designation to the Mixed-Use Neighborhood Center land use designation, generally located 2,500 feet southeast from the intersection of Lower Seguin Road and FM 1518, known as 9120 E FM 1518 N, also known as Bexar County Property Identification Numbers, 309999 and 309997, City of Schertz, Bexar County, Texas. *Final Reading* (B.James/L.Wood/M.Harrison)

BACKGROUND

Twenty-four (24) public hearing notices were mailed to the surrounding property owners within two hundred (200) feet of the subject property on December 30, 2021, with a public hearing notice published in the "San Antonio Express", on January 19, 2022, prior to the City Council public hearing. At the time of this report staff received three (3) responses in favor and eight (8) responses opposed to the proposed Comprehensive Land Use Plan Amendment.

Owner of Property ID 309999 & 309997: Karen L. Dahle
Applicant: Moy Tarin Ramirez Engineers, Raymond Tarin

GOAL

The goal is to amend the Comprehensive Land Use Plan by changing approximately 15 acres of the Future Land Use Map from the Estate Neighborhood land use designation to the Mixed-Use Neighborhood land use designation.

COMMUNITY BENEFIT

The community benefit is to promote safe, orderly, efficient development and bring about the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

The applicant is requesting to amend the Comprehensive Land Use Plan by changing approximately 15 acres on land of the Future Land Use Map from the Estate Neighborhood land use designation to the Mixed Use Neighborhood Center land use designation.

The Future Land Use Map for the subject area was evaluated as part of the Sector Plan Amendment to the Comprehensive Land Use Plan, adopted by City Council on July 16, 2013. The subject properties' are currently under the Estate Neighborhood land use designation. The Estate Neighborhood land use designation is designed to preserve the rural Southern Schertz by maintaining open space, large lots, and areas with large wooded lots. The land use designation is intended to have large residential lots (1/2 acre min.), maintain 50% of open space, and to encourage cluster neighborhood development.

The applicant is proposing to change the Future Land Use designation of the subject properties to

Mixed Use Neighborhood Center. This proposed future land use designation is intended to be comprised of primarily a mixture of retail, restaurant, office, and multifamily residential uses.

FISCAL IMPACT

None.

RECOMMENDATION

The 2013 Sector Plan Amendment of the Comprehensive Land Use Plan sought to establish future development objectives that balance the traditionally rural and agricultural identity that has shaped the character of South Schertz with the opportunity for smart growth as the City continues to develop south of FM 78. The proposed development that led to the filing of this Comprehensive Land Use Plan involves the potential for a multifamily type complex. Therefore, the applicant has moved forward with this proposed Comprehensive land Use Plan Amendment to reclassify the properties under the Mixed Use Neighborhood Center future land use designation.

The South Schertz area, based on recently approved Future Land Use Plan amendments (Carmel Ranch and Saddlebrook both approved in 2020) has begun to see a shift from the rural, large lot, agricultural areas to more of the traditional subdivision but also a mixture of multifamily to allow open space and amenities. Additionally, in the FY2020-2021 budget City Council approved to allocated funding for a full Comprehensive Land Use Plan Amendment. This would allow staff the opportunity to tailor the future plans for Schertz to the evolving needs and desires of our residents. The full amendment would enable City Staff to make modifications to the Future Land Use Map that are the more appropriate for each area within Schertz. The subject property, like many others in the area, having the land use designation of Estate Neighborhood, were found to be more appropriate at the time the Schertz Sector Plan Amendment of the Comprehensive Land Use Plan was done in 2013. Staff understands that the intention of the Amendment in 2013 was to maintain the character of Southern Schertz as the rural/agricultural feel and to have larger lots with the 50% open space. However, due to the evolving needs that we are experiencing allowing this amendment to the mixed-use neighborhood land use designation, which is intended to have multifamily, would allow the opportunity for working families to live in the area and have quick access to Randolph Air Force Base and Interstate 10. At less than 20 acres in size this property is not really large enough to be able to develop using the alternative estate neighborhood cluster development. Having this option would be beneficial given that the property has such relatively shallow depth to width.

The upcoming Comprehensive Plan amendment would allow staff to reconcile the gaps between our future plan, the residents' desires, and current market conditions. However, this proposed Comprehensive Land Use Plan amendment for the subject tracts would allow the property owners the ability to have their property develop as desired, now, without requiring them to await the full Comprehensive Land Use Plan Amendment.

The Planning and Zoning Commission met on January 12, 2022, where they made a recommendation of approval to the City Council with a vote of 4-3. Commissioner Odom, Commissioner Platt, and Commissioner Hector voted nay to the proposed Comprehensive Land Use Plan Amendment for the following reasons:

- Current zoning district, Pre-Development District, would not support the intended use of multi-family
- Changing from rural area to more city like
- Only able to afford living in Schertz at the end of your career
- Infrastructure waits for the development and has to catch up
- Affect the character of FM 1518

City Council held a public hearing on February 8, 2022, where they made a recommendation of approval by a vote of 5 - 0. Councilmember Scott was absent, and Councilmember Dahle had recused himself from this item.

Staff recommends approval of the Comprehensive Land Use Plan Amendment from Estate Neighborhood land use designation to Mixed Use Neighborhood Center land use designation.

Attachments

Ord. No. 22-S-08

Comprehensive Plan Amendment Request Letter

Exhibit A: Property Exhibit

Exhibit B: Current Comprehensive Land Use Plan

Aerial Map

Public Hearing Notice Map

Public Hearing Notice Responses

ORDINANCE NO. 22-S-08

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE COMPREHENSIVE LAND USE PLAN BY CHANGING APPROXIMATELY 15 ACRES OF THE FUTURE LAND USE MAP FROM THE ESTATE NEIGHBORHOOD LAND USE DESIGNATION TO THE MIXED-USE NEIGHBORHOOD LAND USE DESIGNATION, GENERALLY LOCATED APPROXIMATELY 2,500 FEET EAST OF THE INTERSECTION OF LOWER SEGUIN ROAD AND FM 1518, ALSO KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBERS 309997 AND 309999 CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

WHEREAS, an application to amend the Comprehensive Land Use Plan by changing approximately 15 acres of the Future Land Use Map from Estate Neighborhood land use designation to Mixed-Use Neighborhood land use designation, also known as Bexar County Property Identification Numbers 309997 and 309999, and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.4.6.D. provides for certain criteria to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on an amendment to the Comprehensive Land Use Plan (the “Criteria”); and

WHEREAS, on January 12, 2022, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested Comprehensive Land Use Plan Amendment; and

WHEREAS, on February 8, 2022, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested Comprehensive Land Use Plan Amendment be approved as provided for herein.

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

Section 1. The current Comprehensive Land Use Plan is hereby amended to change the Future Land Use Map of the property, as shown and more particularly described in the attached Exhibit B, from Estate Neighborhood land use designation to Mixed-Use Neighborhood land use designation.

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

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

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

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

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

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

Section 8. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

Approved on first reading the 8th day of February 2022.

PASSED, APPROVED AND ADOPTED on final reading the 22nd day of February 2022.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)

October 25, 2021



Planning & Community Development Department
Attn.: Lesa Wood, Director Planning &
Community Development Department
City of Schertz 1400 Schertz Parkway
Schertz, Texas 78154

Re: FM 1518 Comprehensive Land Plan Amendment Request Letter

Dear Ms. Wood:

In connection with the proposed rezoning and development of the FM 1518 Multi-family Tract, we are requesting that the City's Comprehensive Land Use Plan be amended. The subject property is +/- 14.69-Acres and is located at 9120 E FM 1518 North Schertz, Texas 78154 (See Exhibit "1").

The City of Schertz Current Land Use Plan lists the subject property as 'Estate Neighborhood' designation (See Exhibit "2"). We are requesting that the land use be amended to 'Mixed Use Neighborhood Center' (See Exhibit "3"). The proposed change in land use for the subject property will be in order to develop a Multi-family Apartment complex. A rezoning application will be submitted after the Comprehensive Land Plan Amendment has been approved to change the zoning of the subject tract from Pre-Development (Pre) to Planned Development District (PDD).

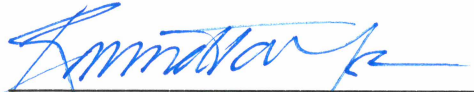
The existing 'Estate Neighborhood' land use designation for the subject property does not allow for the development of a Multi-Family Apartment Complex. Given the subject property's location, it is situated in prime position to provide working families quick commute times to Randolph Air Force Base and access to Interstate Highway 10. Additionally, this proposed multi-family development provides more housing options for working families. There has been a large increase in Single-Family Residential developments in the area which has provided the necessary infrastructure to support this multi-family complex.

We believe that this amendment request for the Subject Property is appropriate, and ask for your support in amending the Comprehensive Land Use Plan in this regard.

I appreciate your consideration of our proposed plan amendment. Please do not hesitate to contact me regarding any questions about the request.

Sincerely,

Moy Tarin Ramirez Engineers, LLC.



Raymond Tarin Jr., PE, CFM, LEED AP
Principal

Enclosures: As Stated

EXHIBIT 1: LOCATION MAP

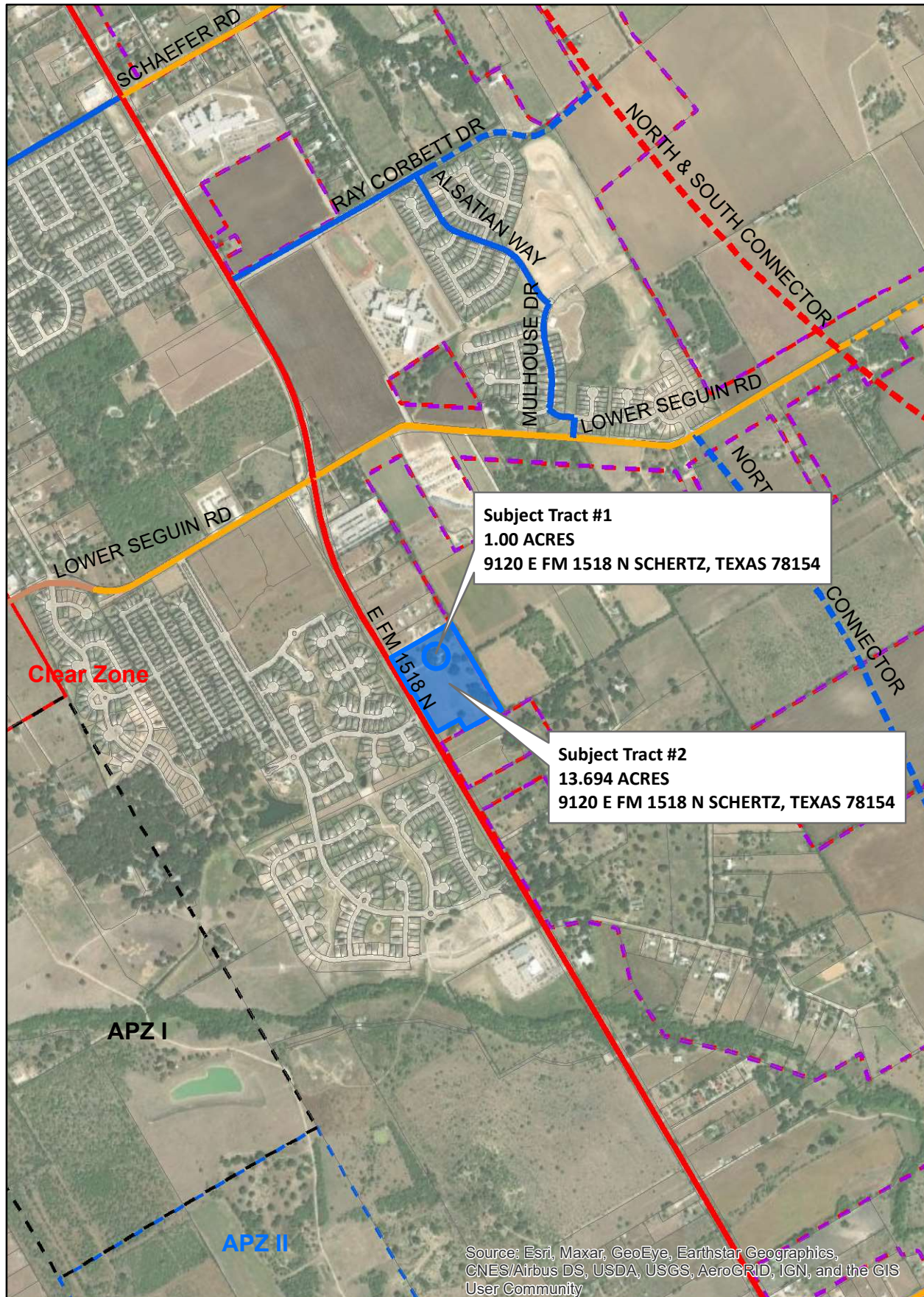


EXHIBIT 2: EXISTING COMPREHENSIVE PLAN

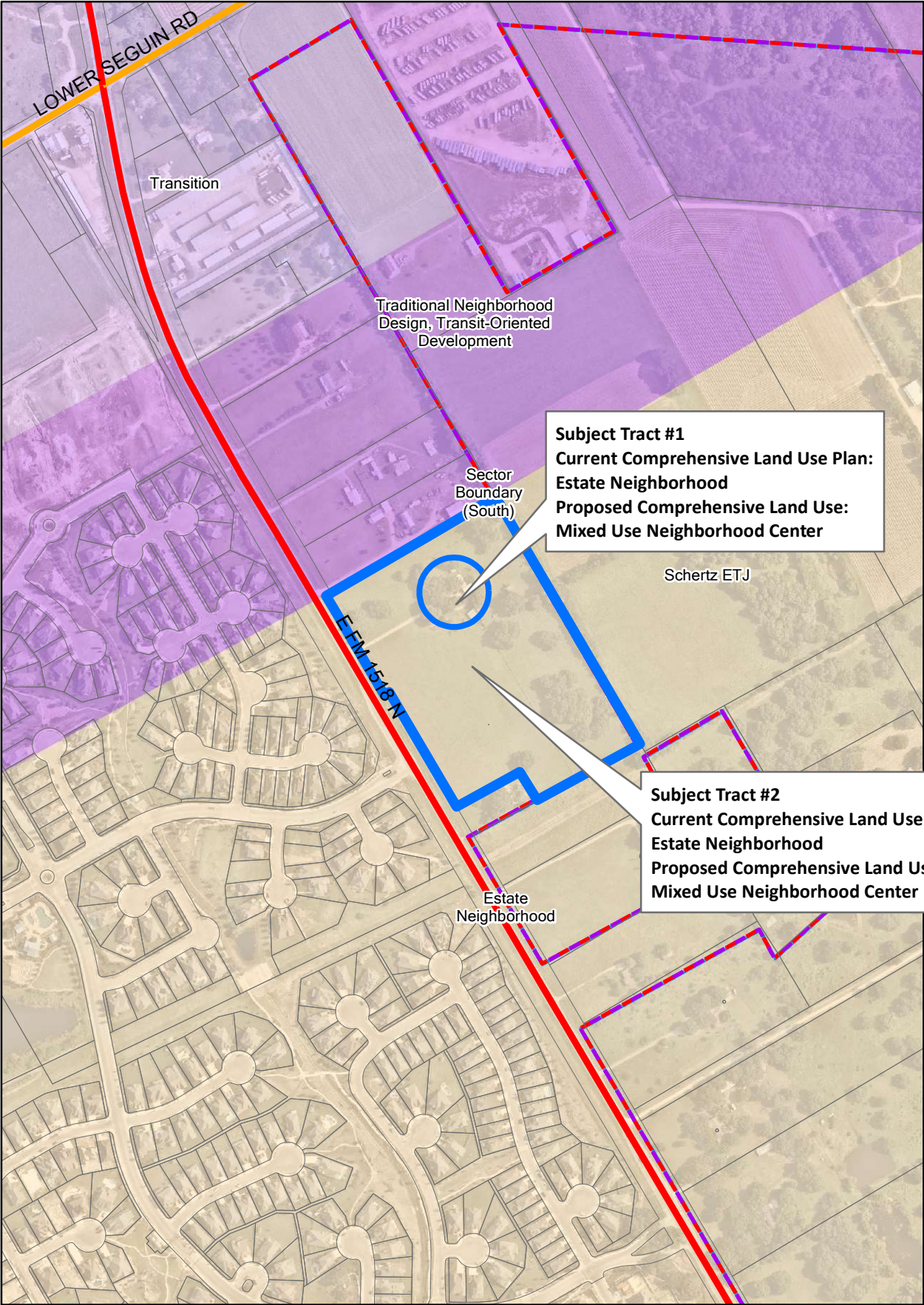


EXHIBIT 3: PROPOSED COMPREHENSIVE PLAN

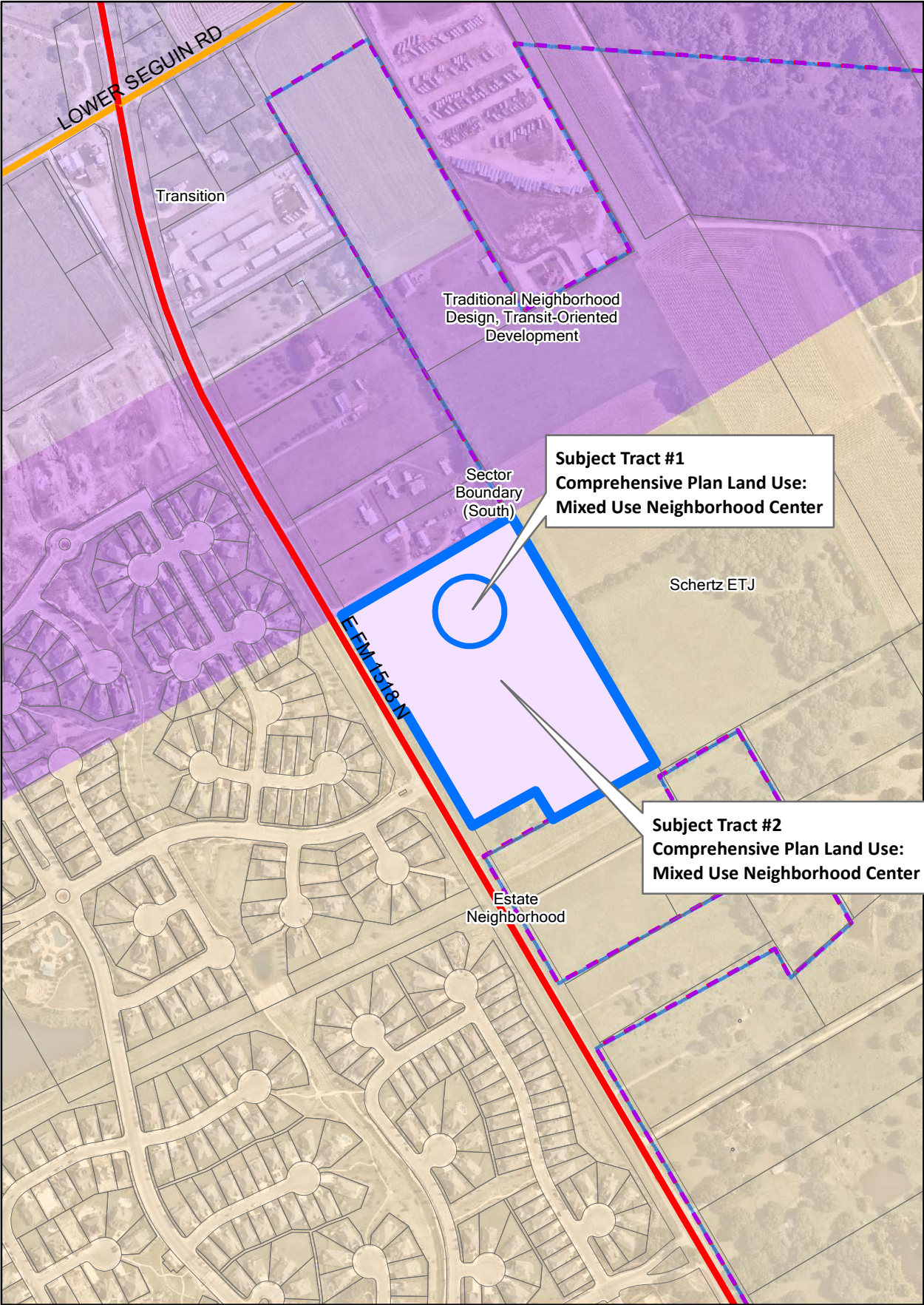


EXHIBIT 1: LOCATION MAP

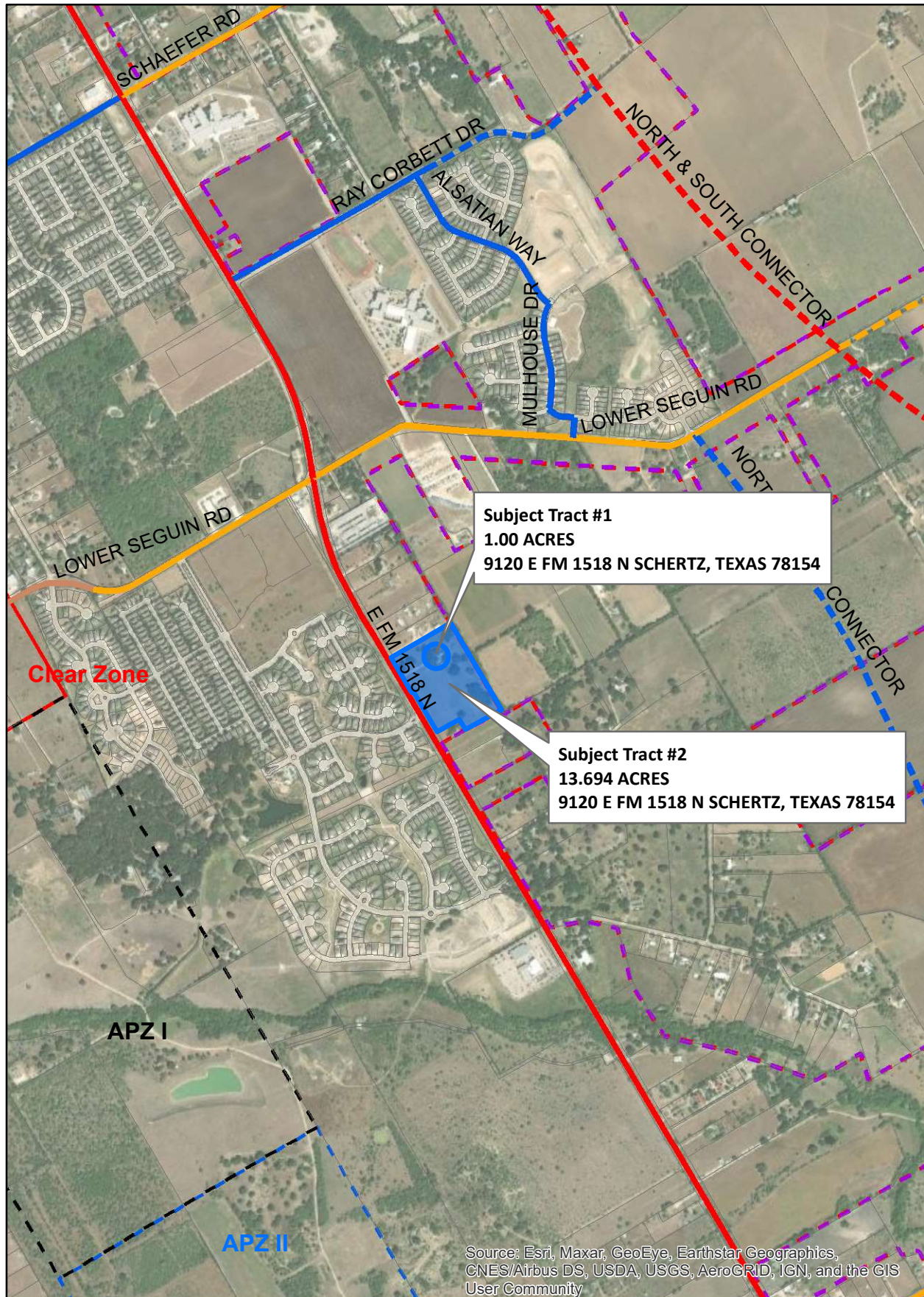
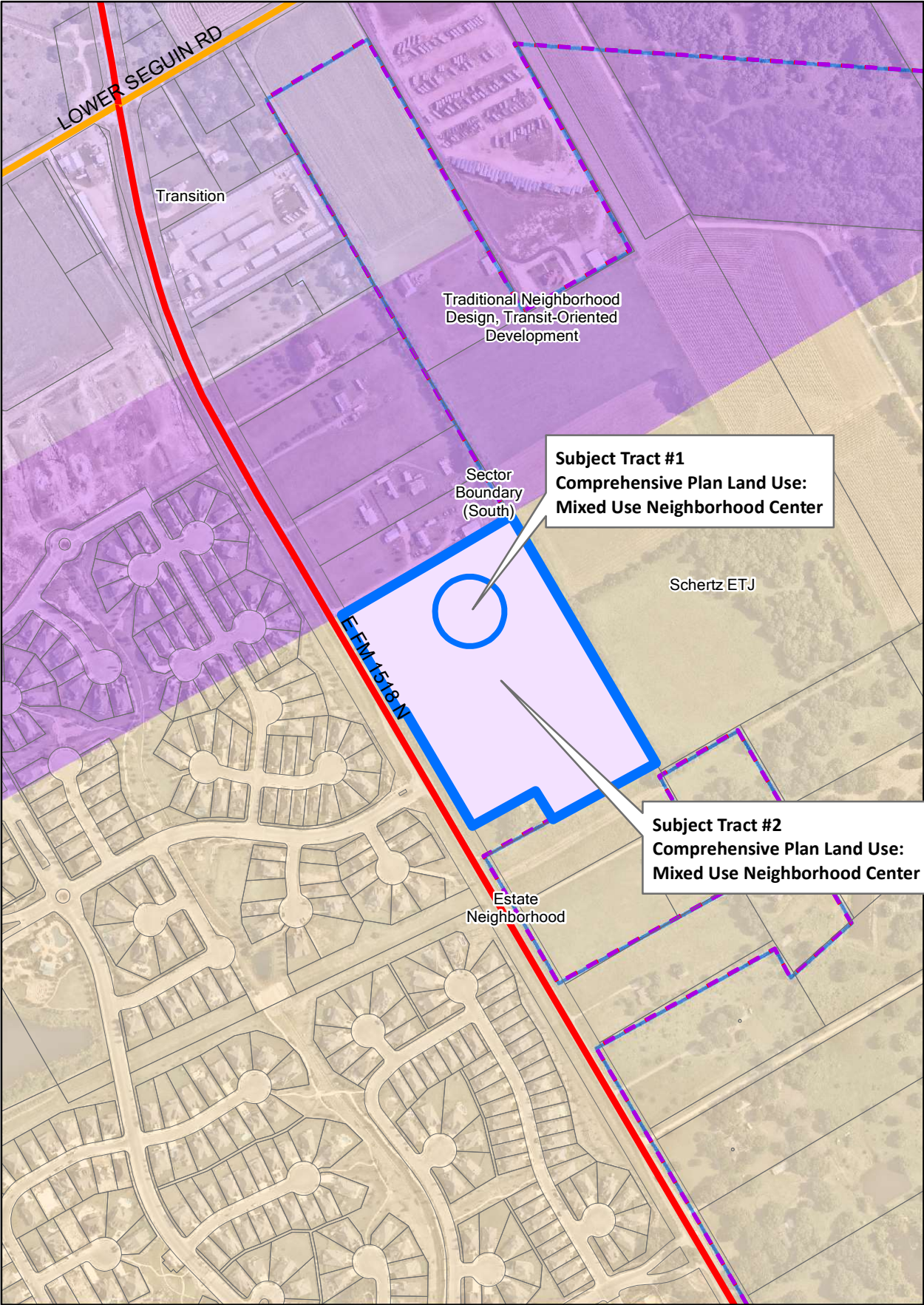
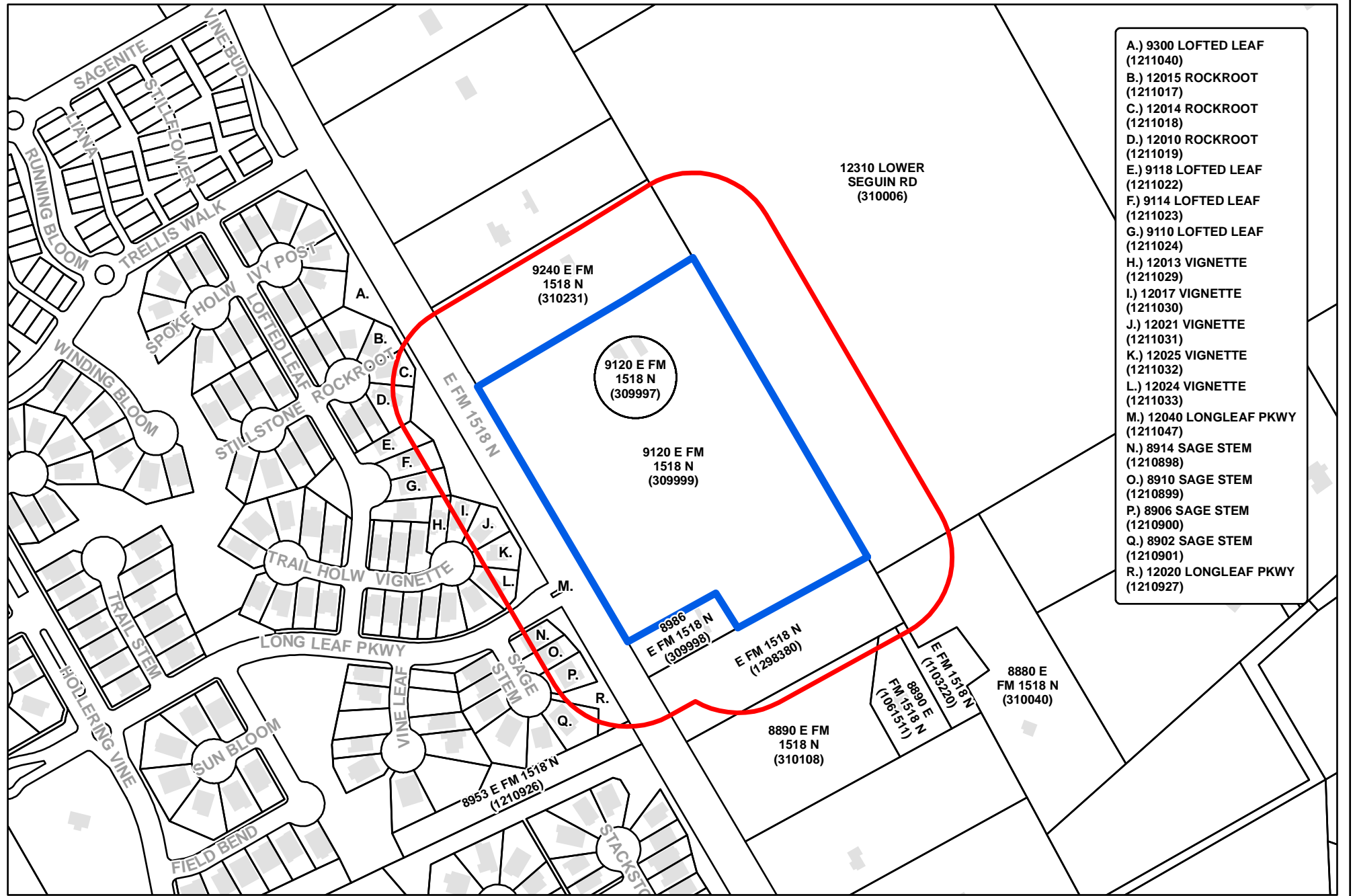


EXHIBIT 3: PROPOSED COMPREHENSIVE PLAN





Megan Harrison

From: Megan Harrison
Sent: Thursday, January 6, 2022 4:40 PM
To: Lloyd Fairley
Subject: RE: Michael Dahle Property Rezone

Mr. Fairley,

I will keep this for our records. I completely understand your concern and encourage you to present this matter at the P&Z meeting.

Thank you,

Megan Harrison
Planner
City of Schertz
1400 Schertz Parkway
Schertz, TX 78154
Office: 210-619-1781
Fax: 210-619-1789
Schertz.com

From: Megan Harrison
Sent: Thursday, January 6, 2022 4:33 PM
To: Megan Harrison <MHarrison@schertz.com>
Subject: RE: Michael Dahle Property Rezone

Thank you for the quick response Megan. I will support the redesignation of land use to "Mixed Use Neighborhood Center" and the Rezoning to R4.

I would respectfully request that the city adopt ordinance rules that require developments to present the Stormwater Management Plan to the neighboring properties or properties affected by the stormwater flows, prior to the plat approval process. Especially when stormwater quality is a concern for the neighboring properties. I cannot allow effluent water that contains pesticides or industrial chemicals to enter my hay fields. The quality hay in my fields will be consumed by horses and the chemicals will be presented through the hay.

I can present this case to the P&Z if needed.

Respectfully,
Lloyd Fairley
Engineering Manager
Alamo Group (TX) Inc.



WEB [Alamo Industrial](#) | [Terrain King](#) | **FACEBOOK** | **LINKEDIN** | **INSTAGRAM**

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From: Megan Harrison <MHarrison@schertz.com>

Sent: Thursday, January 06, 2022 4:15 PM

To: Lloyd Fairley

Subject: RE: Michael Dahle Property Rezone

Mr. Fairley,

Thank you for reaching out to the Planning Division. Please see my responses below in red to your questions with reference to the proposed Comprehensive Land Use Plan Amendment for 9120 FM 1518. Please let me know if there are any further questions or concerns.

Thank you,

Megan Harrison

Planner

City of Schertz

1400 Schertz Parkway

Schertz, TX 78154

Office: 210-619-1781

Fax: 210-619-1789

Schertz.com

From:

Sent: Thursday, January 6, 2022 3:48 PM

To: Megan Harrison <MHarrison@schertz.com>

Subject: Michael Dahle Property Rezone

Hello Megan,

You recently sent out a notice for the rezoning of property at 9120 E FM 1518. This property is adjacent to my property at 12290 Lower Seguin Rd. I would like to have some clarification on a few things before I respond to the survey.

1. Will there be drainage studies and runoff retention requirements for the apartment buildings and other commercial complex?
 - If the property were to receive approval of the Comprehensive Land Use Plan Amendment and Zoning (which has not taken place yet) they would be required to go through the platting process. The first step for

platting is the preliminary plat. For the preliminary plat they will need to provide a preliminary Stormwater Management Plan that shows the post vs pre, development. Also with the City of Schertz it is required to have detention on the property and the Engineering Department would have to review

2. What would the setback requirements be for these structures under this zoning?

- If the property were to be approved for the zoning of multi-family apartment district, (has not submitted a zoning application) then we would look at the surrounding uses and determine how they are being used. If they are being used as residential then the requirement for the City of Schertz is to construct an 8-foot masonry wall with a 20-foot landscape buffer. The setbacks for the property would be 50' front yard setback as it is located on FM 1518, 10' side yard setback and 20' rear yard setback.

3. Will the city require the developer to build and maintain a fence structure between my farmland and the apartment/commercial complex?

- As mentioned above if the properties adjacent to this lot are used as residential then the developer would be required to construct the 8-foot masonry wall.

Respectfully,
Lloyd Fairley
Engineering Manager
Alamo Group (TX) Inc.



WEB [Alamo Industrial](#) | [Terrain King](#) | [FACEBOOK](#) | [LINKEDIN](#) | [INSTAGRAM](#)

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Megan Harrison

From: Karen Dahle <adchfalkor@yahoo.com>
Sent: Thursday, January 6, 2022 8:20 AM
To: Megan Harrison
Subject: ZC2021-018 Land use

I support the ZC2021-018 to amend the Comprehensive Land Use Plan.

Karen Dahle with Pooka, my Journey to the Past and Fire Spirit

And not forgotten:

ADCH MACH Falkor OAP, OJP, NFP(waitin' by the pot of gold, like his heart) and Vapor AX, AXJ, XF, GS-O, JS-E-OP, RS-E, BN, RN, Charm USA EOJ Team Member, MXJ, MXF, MX, RS-E, GS-E, JS-E-SP, AAD(My Princess)

NOTICE OF PUBLIC HEARING

December 30, 2021

To whom it may concern,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, January 12, 2022 at 6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

ZC2021-018 A request to amend the Comprehensive Land Use Plan by changing approximately 15 acres of the Future Land Use Map from Estate Neighborhood land use designation to the Mixed-Use Neighborhood Center land use designation, generally located 2,500 feet southeast from the intersection of Lower Seguin Road and FM 1518, known as 9120 E FM 1518N, also known as Bexar County Property Identification Numbers, 309999 and 309997, City of Schertz, Bexar County, Texas

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Megan Harrison, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail mharrison@schertz.com. If you have any questions please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,



Megan Harrison
Planner

Reply Form

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for ZC2021-018

COMMENTS: _____

NAME: GROSVING MASTER Community SIGNATURE 
(PLEASE PRINT)

STREET ADDRESS: 314 E. Commerce St. Suite 600, San Antonio 78205

DATE: 1.4.22

NOTICE OF PUBLIC HEARING

December 30, 2021

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Sincerely,

Megan Harrison
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for ZC2021-018COMMENTS: See AttachedNAME: Jennifer Pugh
(PLEASE PRINT)SIGNATURE Jennifer PughSTREET ADDRESS: 8914 Sage Stem,DATE: 12 Jan 2022

David Pugh / Jennifer Pugh
8914 Sage Stem
Scheritz, TX

12 January 2022

This memo is in response to the Notice of Public Hearing scheduled on Wednesday, 12 January 2022. (ZC2021-018)

COMMENTS: Our residence is located directly across FM 1518 from the proposed Mixed-Use Neighbourhood Center site. We are completely opposed to this proposed development as it would be too close to the residential properties in our community area. In addition, the future road project expansion of FM1518 will generate a more than normal traffic pattern. Having a commercial property so close would add to the traffic. Our objection is based mainly on the close proximity of our property. As our housing area is not a gated community and having a commercial site that close would definitely "encourage" non-residents to use CrossVine as a thru-fare for non-residential traffic. It wouldn't be ideal.

It would be better if another available site (not that close to the homes) along FM 1518 could be proposed instead.

David L Pugh
Jennifer Pugh

Kind regards,
David & Jennifer Pugh

Megan Harrison

From: eckhofflt@aol.com
Sent: Monday, January 10, 2022 11:04 AM
To: Megan Harrison
Subject: Public hearing ZC2021-018

Ma'am, I am opposed to PIN 309999, and 309997 to your Public hearing ZC2021-018. It is bad enough you are widening 1518 to make more noise behind our house and now you want to put even more noise. If I knew all this was going to happen, I won't move out here. Thanks, Thomas Eckhoff 12014 Rockroot.

PLANNING & COMMUNITY
DEVELOPMENT

NOTICE OF PUBLIC HEARING

December 30, 2021

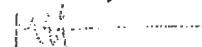
To whom it may concern,

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ZC2021-018 A request to amend the Comprehensive Land Use Plan by changing approximately 15 acres of the Future Land Use Map from Estate Neighborhood land use designation to the Mixed-Use Neighborhood Center land use designation, generally located 2,500 feet southeast from the intersection of Lower Seguin Road and FM 1518, known as 9120 E FM 1518N, also known as Bexar County Property Identification Numbers, 309999 and 309997, City of Schertz, Bexar County, Texas

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Sincerely,

Megan Harrison
Planner

Reply Form

I am: ~~supporting~~ opposed to ~~neutral~~ the request for ZC2021-018COMMENTS: I strongly oppose any commercial development in the zone described above.NAME: Walter D. Sherrod
(PLEASE PRINT)

SIGNATURE

STREET ADDRESS: 8910 Sage Stem Schertz, Tx 78154DATE: 1/8/2022

NOTICE OF PUBLIC HEARING

December 30, 2021

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Sincerely,

Megan Harrison
Planner

Reply Form

I am: ☒ in favor of ☐ opposed to ☒ neutral to ☐ the request for ZC2021-018

COMMENTS:

I strongly oppose any commercial development of the zone described above.

NAME:

Angela D Sherrod
(PLEASE PRINT)

SIGNATURE



STREET ADDRESS:

8910 Sage Stem, Schertz TX 78154

DATE:

1-9-22

*homeowner

NOTICE OF PUBLIC HEARING

December 30, 2021

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Sincerely,

Megan Harrison
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for ZC2021-018

COMMENTS: _____

NAME: Eric Poole
(PLEASE PRINT)SIGNATURE STREET ADDRESS: 12025 VignetteDATE: 1-8-22



COMMUNITY
SERVICE
OPPORTUNITY

PLANNING & COMMUNITY
DEVELOPMENT

NOTICE OF PUBLIC HEARING

December 30, 2021

To whom it may concern,

The Schertz Planning and Zoning Commission will conduct a public hearing on Wednesday, January 12, 2022 at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

ZC2021-016 A request to amend the Comprehensive Land Use Plan by changing approximately 15 acres of the Future Land Use Map from Estate Neighborhood land use designation to the Mixed-Use Neighborhood Center land use designation, generally located 2,500 feet southeast from the intersection of Lower Seguin Road and FM 1518, known as 9120 E FM 1518N, also known as Bexar County Property Identification Numbers, 309999 and 309997, City of Schertz, Bexar County, Texas

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Megan Harrison, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail mharrison@schertz.com. If you have any questions please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

Megan Harrison
Planner

Reply Form

I am: In favor of ☐ opposed to ☒ neutral to ☐ the request for ZC2021-016

COMMENTS: We need more info, please

NAME: Ronna Poole
(PLEASE PRINT)

SIGNATURE: Ronna Poole

STREET ADDRESS: 12025 Schertz

DATE: 1-8-22

NOTICE OF PUBLIC HEARING

December 30, 2021

To whom it may concern,

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Sincerely,

MH

Megan Harrison
Planner

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for ZC2021-018

COMMENTS:

NAME: Adrian Perez + Victoria Campos
(PLEASE PRINT)

SIGNATURE

STREET ADDRESS: 12015 Rockroot Schertz TX 78154

DATE: 1/9/22

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **ZC2021-018**

COMMENTS: This move would change the neighborhood by increasing traffic, bring rise in crime,

NAME: Reynaldo Montes SIGNATURE Reynaldo Montes
(PLEASE PRINT)

STREET ADDRESS: 9118 Lofted Leaf Schertz, Tx

DATE: 01-07-22 78154

CITY COUNCIL MEMORANDUM

City Council Meeting: February 22, 2022
Department: Parks, Recreation & Community Service
Subject: Ordinance No. 22-T-05 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the Fiscal Year 2021-2022 budget to construct a splashpad at Wendy Swan Memorial Park, repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. *First Reading* (B. James/L. Shrum)

BACKGROUND

The Wendy Swan Memorial Park Pool was formerly an HOA-owned pool in the Northcliffe subdivision and as such was only designed to serve a small amount of people at one time. The capacity of the pool area is 50 people, but the pool rarely reaches capacity. Its small size does not afford a lot of opportunities for activities, so it is not as in demand as our other pools. When the pandemic hit in March 2020 there were capacity limits placed on facilities including outdoor pools, and the 25% capacity allowed at the start of the summer would have only allowed 12 people to enter the pool. City staff and YMCA staff (who are contracted to manage the outdoor pools) deemed it not feasible to open Wendy Swan Memorial Park Pool at that time.

City staff began researching the idea of converting the small residential-sized pool into a splash pad utilizing the existing filtration equipment which is in fairly good condition. City staff reached out to multiple vendors (T.F. Harper & Associates, Kraftsman, and Vortex) and explored various ways to build the splashpad in an affordable way. The proposed small splash pad will fit into the existing footprint of the old pool, will utilize the existing restrooms and covered porch area, and the fence will come down for access. Currently, the pool is only open from Memorial Day Weekend through the start of the school year in August. Converting to a splash pad would eliminate the need for the facility to have lifeguards and thus allow for an extended season of March - October.

In July 2021 city staff sent out approximately 3,000 postcards to residents in the northern Schertz neighborhoods advertising a public input meeting on the possible conversion to a splashpad. On Monday, July 19 the public input meeting was held at the North Center and 8 residents attended with mixed responses. About half seemed in support of the conversion, while half did not. On July 26, the Parks & Recreation Advisory Board discussed the pool and possible conversion to a splashpad and requested a postcard be sent out to direct residents to a poll to choose a splash pad design. The board also made a motion to convert the pool to a splash pad at Wendy Swan Memorial Park and the motion passed with 7 ayes, 0 nays, 0 abstains. In September 2021, city staff sent out approximately 3,000 postcards to residents in the northern Schertz neighborhoods directing them to a link for feedback on the different splash pad design options per the Parks & Recreation Advisory Board's request. There were 254 responses with Design Option #3 receiving 50.8% of the votes. The results of the survey were reviewed and discussed at the Parks & Recreation Advisory Board at their meeting on September 27, 2021 and there was consensus to move forward to council with Design Option #3.

GOAL

The goal of the ordinance is to amend the Fiscal Year 2021-2022 budget to provide funding to construct a splash pad at Wendy Swan Memorial Park. Assuming Council approves this item on first reading, staff will add a resolution to the March 1 meeting to authorize the contract for the construction of the splashpad and formally close Wendy Swan Memorial Pool.

COMMUNITY BENEFIT

The community will benefit from this conversion by having a new splash pad that has open public access and an extended public season. The only splash pad that is currently in the city is integrated with the Recreation Center and Aquatic Center and there is currently a fee associated with accessing that splash pad. Instead of the existing facility only being utilized May – August from 12-7 pm, this new facility will be open March – October from 9 am - 9 pm. In addition, non-swimmers can utilize this facility, so many families with young children will benefit from this facility conversion. The small splash pad would utilize the existing filtration equipment and incorporate the existing restroom facility and porch overhang for potential birthday party rentals. There is also an existing picnic pavilion behind the restrooms that would be more desirable for party rentals if the pool was converted to a splash pad.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Ordinance 22-T-05.

FISCAL IMPACT

The cost for engineered site plan and construction of Splashpad Design #3 is \$263,363.72. Staff is including a 10% contingency of \$26,336.37 and a payment/performance bond of \$7,650 for a total amount not to exceed of \$297,350.09. Since the cancellation of the pool management contract with the YMCA for the Wendy Swan Memorial Park Pool in May 2021 (Resolution 21-R-35), the annual savings to the city is \$71,952 per year. City staff is proposing to construct the splash pad utilizing reserve funds and the savings from the cancellation of the management contract, would pay back the reserve fund in 4 years.

RECOMMENDATION

Approve Ordinance 22-T-05.

Attachments

splashpad

Budget Amendment Splash Pad

OPTION 3



ORDINANCE NO. 22-T-05

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2021-2022 BUDGET TO CONSTRUCT A SPLASHPAD AT WENDY SWAN MEMORIAL PARK, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 21-T-38, the City of Schertz (the “City”) adopted the budget for the City for the fiscal year 2021-2022 (the “Budget”), which provides funding for the City’s operations throughout the 2021-2022 fiscal year; and

WHEREAS, the City needs to authorize budget amounts of \$289,700.09 from the General Fund Reserves for the splash pad construction at Wendy Swan Memorial Park, 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 splash pad construction, 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 set a budget of \$289,700.09 from the General Fund Reserves for the splash pad construction at Wendy Swan Memorial Park.

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

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

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

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

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

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

PASSED ON FIRST READING, the 22nd day of February 2022.

PASSED ON FINAL READING, the 1st day of March 2022.

CITY OF SCHERTZ, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)