



**MEETING AGENDA**  
**City Council**  
**REGULAR SESSION CITY COUNCIL**  
**May 24, 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, MAY 24, 2022 at 6:00 p.m.**

**City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, May 24, 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 Michael Dahle)**

**Presentations**

- Recognition and presentation of certificates to the 4th Grade Students of Rose Garden Elementary for participation in the Schertz Future Leaders Program. (Mayor/B. Dennis)
- Recognition and Check presentation to May's Cancer for proceeds of the "Kick Cancer Pep Rally and 5K Run". (M. Browne/L. Shrum)

**Proclamations**

- Proclamation recognizing Community Action Month. (Mayor/Bobby Deike/Rebecca McHaney)

**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 May 10, 2022 (B. Dennis)
2. **Resolution No. 22-R-50** - Consideration and/or action approving a Resolution by the City Council of Schertz, Texas authorizing a Purchase Agreement with Loyal 9 Manufacturing, DBA Sons of Liberty Gun Works, for M4 Long Rifles and accessories. (M. Bane/W. Sutton)
3. **Resignations and Appointments to Boards/Commissions/Committees** - Consideration and/or action regarding the resignations and appointments to various Boards/Commissions/Committees (Council/B. Dennis)
  - Resignation of Mr. Dean Weirtz from the Historical Preservation Committee
4. **Resolution No. 22-R-48** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas awarding the contract for landscaping the Cibolo Valley Drive medians to Cutrite Landscaping, and other matters in connection therewith. (B. James/L. Shrum)
5. **Resolution No. 22-R-51** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an amendment to the Professional Services Contract with Raba Kistner, Inc. for the Tri-County Parkway Project to add scope and fees for construction materials sampling and testing. (B. James/K. Woodlee/J. Nowak)

6. **Ordinance No. 22-M-20** - Consideration and/or action adopting an Ordinance by the City Council of the City of Schertz, Texas setting dates for the end of terms of volunteer members on City Boards, Commissions, and Committees, and requiring new applicants wishing to serve or fill a vacancy be interviewed by the Interview Committee at the same time the City Board conducts their annual interviews. Repealing all ordinances or resolutions or parts of an ordinances or resolutions in conflict with this ordinance; and providing an effective date. **(Final Reading)** (Interview Committee/S. Edmondson)
7. **Ordinance No. 22-T-21**- Consideration and/or action adopting an Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the fiscal year 2021-2022 budget to landscape the Cibolo Valley Drive medians, repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. **(Final Reading)** (B.James/L.Shrum )

### Discussion and Action Items

8. **Ordinance No. 22-D-22** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, providing that the Code of Ordinances of the City be amended by revising Chapter 86, Article IV, Section 86-118 Maximum Limits in School Zones to add a segment of Fairlawn Avenue; and providing an effective date. **(First Reading)** (B. James/K. Woodlee)
9. **Ordinance No. 22-D-23** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, providing that the Code of Ordinances of the City be amended by revising Chapter 86, Article V, Section 86-149 Parking Prohibited to add segments of Fairlawn Avenue; and providing an effective date. **(First Reading)** (B. James/K. Woodlee)

### Roll Call Vote Confirmation

### Workshop

10. **Main Street Project** - Worksession Discussion regarding the Main Street Project. (M. Browne/B. James)

### 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 20th DAY OF MAY 2022 AT 1:40 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

<b>Mayor Gutierrez</b> Audit Committee Investment Advisory Committee Main Street Committee	<b>Councilmember Scagliola – Place 5</b> Animal Advisory Commission - Alternate Cibolo Valley Local Government Corporation - Alternate Hal Baldwin Scholarship Committee Interview Committee for Boards and Commissions - Alternate Schertz-Seguin Local Government Corporation
<b>Councilmember Davis– Place 1</b> Interview Committee for Boards and Commissions Main Street Committee - Chair Schertz Housing Authority Board TIRZ II Board	<b>Councilmember – Place 2 (VACANT)</b>
<b>Councilmember Whittaker – Place 3</b> Audit Committee Interview Committee for Boards and Commissions TIRZ II Board	<b>Councilmember Dahle – Place 4</b> 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:** May 24, 2022  
**Department:** City Secretary  
**Subject:** Minutes – Consideration and/or action regarding the approval of the minutes of the regular meeting of May 10, 2022 (B. Dennis)

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**BACKGROUND**

The City Council held a Regular City Council meeting on May 10, 2022.

**RECOMMENDATION**

Recommend Approval.

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**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** May 24, 2022  
**Department:** Police Department  
**Subject:** Resolution No. 22-R-50 - Consideration and/or action approving a Resolution by the City Council of Schertz, Texas authorizing a Purchase Agreement with Loyal 9 Manufacturing, DBA Sons of Liberty Gun Works, for M4 Long Rifles and accessories. (M. Bane/W. Sutton)

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**BACKGROUND**

The Schertz Police Department provides every Officer in the department with a long rifle for use in the field. Historically, the department has utilized a mixture of different caliber rifles, along with a mixture of department owned rifles and rifles on loan from the federal government.

The rifles on loan from the federal government were in used condition upon receiving them, being well-worn and antiquated. Several of these rifles are now non-functioning and in need of repair. Per agreement with the federal government, we cannot make the needed repairs to these rifles to put them back in service. In addition to that, these rifles do not fit in the patrol vehicles due to their length.

Based on these challenges, we seek to purchase and provide every Officer with a uniform department owned rifle. In having our own department owned rifles we can modify and repair these rifles as needed, rifle training across the board is consistent when utilizing a uniform weapons platform, and it provides a singular caliber round over having to purchase two different calibers. There is a cost savings in not having to purchase different caliber rifle rounds. There is also a time savings in not having to train on two different rifle platforms, allowing the range staff to focus all training on this specific rifle spec and caliber.

The department already has trained rifle armorers for this rifle new rifle platform and being that these rifles were specified to our standards, they will fit our needs and can also be carried within the patrol vehicles.

The vendor is a sole source vendor. Sole source document was approved by City of Schertz Purchasing Department.

**GOAL**

To provide every Officer in the police department with a uniform department owned rifle for use in the field.

**COMMUNITY BENEFIT**

Community safety is improved through a well-equipped and trained Police Department.

**SUMMARY OF RECOMMENDED ACTION**

To approve the purchases of 45 rifles and accessories through Loyal 9 Manufacturing.

**FISCAL IMPACT**

There is no fiscal impact to the City of Schertz General Fund

The department recently received \$50,840.00 from the sale of retired 9mm rifles. These funds, plus an additional \$27,156.25 from Federal Seizure Funds will be used to purchase the new rifles, rail mount flashlights, red dot sights and slings. The total cost of this project is \$77,996.25.

**RECOMMENDATION**

To approve Resolution No. 22-R-50 for the purchase of new rifles for the Schertz Police Department.

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**Attachments**

22-R-50 QUOTE

22-R-50 SOLE SOURCE

RESOLUTION 22-R-50

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# Estimate

## Loyal 9 Mfg

Loyal 9 Manufacturing  
2828 S Laredo St  
San Antonio, TX 78207  
Phone: +1 2108522859  
Email: billing@sonsoflibertygw.com

Order #	Date
SQUOTE 11227	02/03/2022



Bill To:	Ship To:
Schertz Police Department 1400 Schertz Parkway Building 1 SCHERTZ, TX 78154	Schertz Police Department 1400 Schertz Parkway Building 1 SCHERTZ, TX 78154
Customer: Schertz Police Department	Contact: Schertz Police Department

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
william_solgw	COD	Origin	UPS		05/04/2021

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	STREAMLIGHT HL-X LIGHT RAIL MOUNT KIT	STREAMLIGHT HL-X LIGHT RAIL MOUNT KIT	\$127.00	45 ea	\$ 5,715.00
2	Sale	AC-SP-ST-BK	AC-SP-ST-BK	\$50.00	45 ea	\$ 2,250.00
3	Sale	11902100S	1" Push Button QD Swivel - Grovtec	\$5.00	90 ea	\$ 450.00
4	Misc. Sale		AIMPOINT RDS WITH MOUNT	\$405.00	45 ea	\$ 18,225.00
5	Sale	M4-EXO3 CUSTOM RIFLE	M4-EXO3 CUSTOM RIFLE M4EXO3 11.5 SBR / 10.5 RAIL / LFT / AMBI CH / AMBI SAFETY / MBUS FLIP UP SIGHTS / 3 MAGS / SOFT CASE	\$1,141.25	45 ea	\$ 51,356.25
6	Sale	LIFETIME WARRANTY	LIFETIME WARRANTY - INCLUDING WEAR	\$0.00	45 ea	\$ 0.00
7	Sale	CRITICAL INCIDENT / ACCIDENT REPLACEMENT	REPLACEMENT FOR ACCIDENT OR OIS GOV ONLY	\$0.00	45 ea	\$ 0.00

Subtotal:	\$77,996.25
Sales Tax:	\$0.00
Total:	\$77,996.25

Approval: \_\_\_\_\_ Date: \_\_\_\_\_

ITAR:

February 3, 2022 8:52:34 AM CST



To Whom It May Concern:

This letter confirms that the M4 EXO3 11.5" Package, as quoted on SO 11227 is a sole source product manufactured, sold, and distributed exclusively by L9MFG Dba Sons of Liberty Gun Works located at 2828 South Laredo Street, San Antonio, Texas 78207.

This product must be purchased directly from L9 Mfg. Dba Sons of Liberty Gun Works at the address listed above. While there are dealers/distributors who may offer this in our network, regarding the pricing with BATFE FEAT OUT per TTB F 5600.35, no other agents or dealers are authorized to represent the product as the quoted price.

Additionally, competition is precluded by an agreement with the manufacturer, based solely on the specs/quality control / internal component specifications that we hold our products to. Furthermore, no other manufacturer offers a lifetime warranty on wear, nor the same critical incident loaner/replacement warranty, as purchased from L9MFG Dba Sons of Liberty Gun Works.

If you desire additional information, don't hesitate to contact me at 985-634-9366.

I appreciate your interest in our product(s).

Sincerely,

*William Phebus*

WILLIAM PHEBUS  
Director of Sales & Business Development  
L9 Mfg. / Sons of Liberty Gun Works  
9856349366  
[william@sonsoflibertygw.com](mailto:william@sonsoflibertygw.com)  
[www.solgw.com](http://www.solgw.com)

**RESOLUTION NO. 22-R-50**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A PURCHASE AGREEMENT WITH LOYAL 9 MANUFACTURING, DBA SONS OF LIBERTY GUN WORKS, FOR M4 LONG RIFLES AND ACCESSORIES AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City of Schertz Police Department desires to purchase forty five (45) M4 Long Rifles, and

WHEREAS, the City Council (the "City Council") of the City has determined that it is in the best interest of the City to enter into a Purchase Agreement with Loyal 9 Manufacturing, Dba Sons of Liberty Gun Works, therefore,

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the attached Purchase Agreement with Loyal 9 Manufacturing, Dba Sons of Liberty Gun Works in the form attached as Exhibit A. The City Manager may agree to changes to the purchase, which the City Manager, upon the advice of the City Attorney, determines are insubstantial changes in the nature of clarifying additions or corrections of clerical errors.

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 24<sup>TH</sup> day of May, 2022.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

(CITY SEAL)



**EXHIBIT A**

**LOYAL 9 MANUFACTURING, DBA SONS OF LIBERTY GUN WORKS, PURCHASE  
AGREEMENT**

**See attached**

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** May 24, 2022  
**Department:** City Secretary  
**Subject:** Resignations and Appointments to Boards/Commissions/Committees -  
Consideration and/or action regarding the resignations and appointments to  
various Boards/Commissions/Committees (Council/B. Dennis)

- Resignation of Mr. Dean Weirtz from the Historical Preservation Committee

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**BACKGROUND**

City Secretary's office received a resignation from Mr. Dean Weirtz who is retiring.

Recommendation is to approve the resignation.

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**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** May 24, 2022  
**Department:** Parks, Recreation & Community Service  
**Subject:** Resolution No. 22-R-48 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas awarding the contract for landscaping the Cibolo Valley Drive medians to Cutrite Landscaping, and other matters in connection therewith. (B. James/L. Shrum)

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**BACKGROUND**

The City of Schertz and the City of Cibolo partnered to construct a new 0.5 mile (approx.) segment of Cibolo Valley Drive between IH-35 and Old Wiederstein Road. As part of the project the road was widened from 2 lanes to 4 lanes with added turn lanes and two medians that are currently empty with a road base. A landscaping plan was created that includes low-water plants, drip irrigation system, and decorative rock. The plan was reviewed by staff from both cities. Traffic control is also included in the cost due to the need to shut down a lane on either side of the medians during installation. The project is expected to take 12 days barring any weather delays.

**GOAL**

Approve Resolution 22-R-48 to authorize a contract with Cutrite Landscaping to landscape the Cibolo Valley Drive medians.

**COMMUNITY BENEFIT**

The medians on Cibolo Valley Drive serve as a gateway to both cities - Schertz and Cibolo - and the landscaping needs to reflect the aesthetic expected from our community.

**SUMMARY OF RECOMMENDED ACTION**

Approve Resolution 22-R-48.

**FISCAL IMPACT**

The City put out a request for bids. This was the only firm that responded, but the cost was in line with staff estimates. The contract cost for the landscaping, drip irrigation system, and traffic control is \$88,172.99 and will be funded out of Roadway Impact Fees collected for Zone 1. As of April 30, 2022 Zone 1 had \$649,944 available for use on applicable projects.

**RECOMMENDATION**

Approve Resolution 22-R-48.

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**Attachments**

Res 22 R 48  
median design  
median detail

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## **RESOLUTION NO. 22-R-48**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AWARDING THE CONTRACT FOR LANDSCAPING THE CIBOLO VALLEY DRIVE MEDIANS TO CUTRITE LANDSCAPING, AND OTHER MATTERS IN CONNECTION THEREWITH.**

WHEREAS, the City of Schertz and City of Cibolo partnered to construct Cibolo Valley Drive which added capacity from two (2) lanes to four (4) lanes including turn lanes and raised medians; and

WHEREAS, the landscaping costs were not included in the original project scope and city staff subsequently solicited requests for bid to provide landscaping installation services; and

WHEREAS, city staff received one bid and after evaluation, determined the bid price fair and from a reputable firm; and

WHEREAS, the city has a policy to seek authorization for purchases in excess of \$50,000 with a single vendor and the bid totals \$88,172.99.

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

Section 1. The City Council hereby authorizes the expenditures in excess of \$50,000 and authorizes the contract for landscaping the Cibolo Valley Drive medians to CUTRITE Landscaping for \$88,172.99.

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 24<sup>th</sup> day of May, 2022.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:










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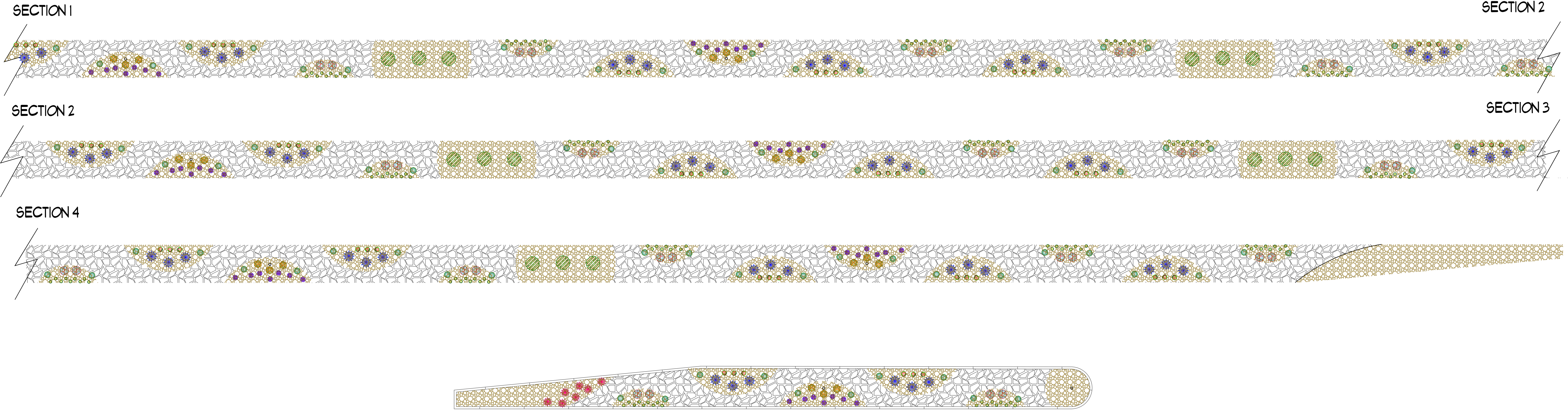
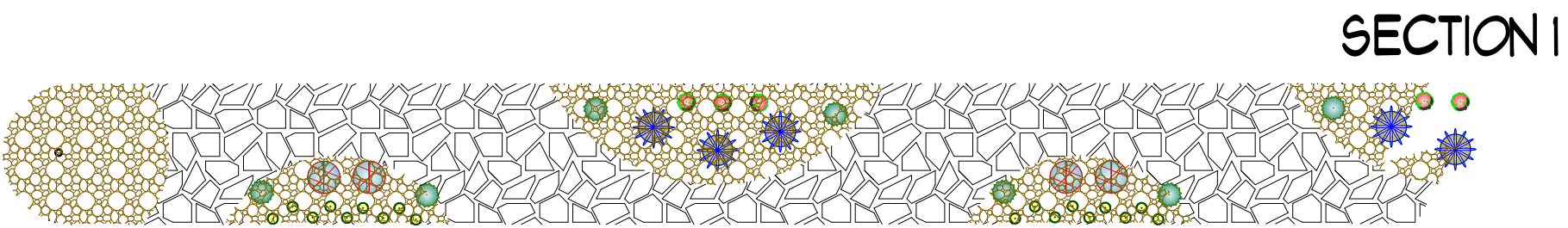
Brenda Dennis, City Secretary

(CITY SEAL)





LEGEND		
	COMMON NAME	QTY
FLOWER, EDIBLE		
	ROSEMARY, TUSCAN BLUE	94
FLOWER, GRASS		
	GRASS, MEXICAN FEATHER	7
	GRASS, MUHLY, REGAL MIST	15
	MUHLY, PINE	61
FLOWER, PERENNIAL		
	IRIS, BUTTERFLY OR AFRICAN	21
	LANTANA, YELLOW	180
SHRUB, EVERGREEN BROADLEAF		
	AUTUMN SAGE	62
	LANTANA, PURPLE	49
	SAGE, TEXAS	40



Revision #:

Date: 9/14/2021

Scale:

1" = 10'

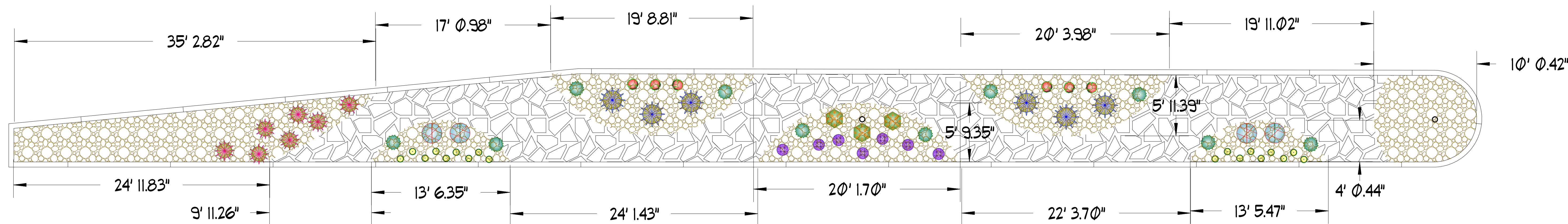
Landscape Plan: 1.0- Full Design









Shertz

Landscape Design by: Henry Camacho

Maldonado Nursery & Landscaping Inc.





LEGEND		
	COMMON NAME	QTY
FLOWER, EDIBLE		
	ROSEMARY, TUSCAN BLUE	10
FLOWER, GRASS		
	GRASS, MEXICAN FEATHER	7
	MUHLY, PINE	6
FLOWER, PERENNIAL		
	IRIS, BUTTERFLY OR AFRICAN	3
	LANTANA, YELLOW	18
SHRUB, EVERGREEN BROADLEAF		
	AUTUMN SAGE	6
	LANTANA, PURPLE	7
	SAGE, TEXAS	4

Revision #:

Date: 9/14/2021

Scale:

1" = 5'

Landscape Plan: 1.0

Shertz

Landscape Design by: Henry Camacho

Maldonado Nursery & Landscaping Inc.

## CITY COUNCIL MEMORANDUM

**City Council Meeting:** May 24, 2022  
**Department:** Engineering  
**Subject:** Resolution No. 22-R-51 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an amendment to the Professional Services Contract with Raba Kistner, Inc. for the Tri-County Parkway Project to add scope and fees for construction materials sampling and testing. (B. James/K. Woodlee/J. Nowak)

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### BACKGROUND

City Council awarded the construction contract for the Tri-County Parkway reconstruction project on December 7, 2021. The construction start date was delayed until the contractor had certain construction materials, such as the sanitary sewer pipe, on hand. As construction work began, it became necessary for the City to arrange for construction materials testing for the project.

City Staff selected one of the on-call Geotechnical Engineering firms, Raba Kistner, Inc. to arrange for construction materials testing for the project. Initially, a Task Order contract for the materials necessary for the cement stabilization of the “foundation soil” for the new street was created and approved by Staff. This task order was done in this manner so the construction could start and proceed in a timely fashion, while the contractor was still working to refine his overall project construction schedule. The original Task Order scope and fee is \$16,300.

Based on the overall project construction schedule, a Task Order Amendment was created to cover the other construction materials testing and density testing needed to complete the project. The proposed cost of the additional scope and fees for the proposed amendment is \$44,957.00, for a total amended Task Order amount of \$66,257.00. As this Task Order Amendment would exceed the \$50,000 threshold for the full contract amount, Council approval of the amendment is required. The proposed resolution contains a maximum not to exceed amount approximately 5% higher than the amended Task Order amount to provide for some contingency for the materials testing.

### GOAL

To obtain authorization from City Council to execute an amendment to the Professional Services Agreement with Raba Kistner, Inc. to add scope and fees for construction materials and density testing to complete construction of the Tri-County Parkway reconstruction project.

### COMMUNITY BENEFIT

Construction materials testing is needed to ensure the project complies with the contract documents and City requirements so the resultant street has the service life expected.

### SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 22-R-51 authorizing an amendment to the Professional Services Contract with Raba Kistner Inc. to add scope and fees for additional construction materials testing for the Tri-County Parkway reconstruction project.

**FISCAL IMPACT**

Funding for the proposed increase for the Professional Services Contract is available from the previously allocated Schertz Economic Development Corporation funds provided to the City for the Tri-County Parkway Reconstruction project. Funding would come from the construction contingency currently available for the project. Construction will be as summarized below:

**Breakdown of Construction Costs**

	<b>Authorized Amount</b>	<b>Resolution</b>
Construction Contract Amount	\$4,524,163.98	21-R-129
Materials Testing (Raba Kistner Amended Task Order)	\$69,000.00	22-R-51
Construction Contingency	\$309,579.02	
Total EDC Construction Funding for the Project	\$4,900,000.00	21-R-129

**RECOMMENDATION**

Staff recommends approval of Resolution 22-R-51, authorizing the City Manager to execute and deliver the Amendment to the Agreement with Raba Kistner, Inc. in substantially the form set forth on Exhibit A and to execute further amendments as necessary not to exceed a total expenditure amount of \$69,000.00.

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**Attachments**

Resolution 22-R-51  
Exhibit A

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**RESOLUTION NO. 22-R-51**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RABA KISTNER, INC., TOTALING NO MORE THAN \$69,000.00, FOR PROFESSIONAL ENGINEERING-RELATED SERVICES ON THE TRI-COUNTY PARKWAY RECONSTRUCTION PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, during construction of the Tri-County Parkway Reconstruction project materials sampling and testing are required to verify completed work is in compliance with the construction contract; and

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

WHEREAS, Raba Kistner, Inc. is an approved On-Call Engineering Firm for the City of Schertz; and

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

WHEREAS, the City has previously entered into a contract with Raba Kistner, Inc. for materials testing associated with the cement treatment activities for the Tri-County Parkway Reconstruction project in the amount of \$16,300.00 now needs to amend that contract to add the additional materials testing needed to complete the project; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the contract with Raba Kistner, Inc. in the amount of \$48,957.00, to a new contract total of \$66,257.00; and

WHEREAS the City Council hereby authorizes the City Manager to execute and deliver the Amendment to the Agreement with Raba Kistner, Inc. in substantially the form set forth on Exhibit A and to execute further amendments as necessary not to exceed a total expenditure amount of \$69,000.00

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 Raba Kistner, Inc. in substantially the form set forth on Exhibit A and to execute further amendments as necessary not to exceed a total expenditure amount of \$69,000.00

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

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

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

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

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

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

PASSED AND ADOPTED, this 24<sup>th</sup> day May, 2022.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

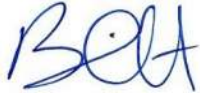
ATTEST:

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Brenda Dennis, City Secretary

(CITY SEAL)

**EXHIBIT A**  
**PROFESSIONAL SERVICES AGREEMENT**



This is Task Order  
No 1, consisting of  
3 pages.

## Task Order

---

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated April 26, 2022 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- a. Effective Date of Task Order: TBD
- b. Owner: City of Schertz
- c. Engineer: Raba Kistner, Inc.
- d. Specific Project (title): Schertz Tri-County Parkway – CTB Testing and Observations
- e. Specific Project (description): Observe and verify specifications for the placement of Cement Treated Base on Tri-County Parkway.

### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
  - Add services for Construction Materials and Observation and Testing Services as provided in Proposal PND22-019-01 Attachment I

### 3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

This is Task Order  
No 1, consisting of  
3 pages.

## Task Order

---

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated April 26, 2022 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- a. Effective Date of Task Order: TBD
- b. Owner: City of Schertz
- c. Engineer: Raba Kistner, Inc.
- d. Specific Project (title): Schertz Tri-County Parkway – CTB Testing and Observations And Construction Materials Testing
- e. Specific Project (description): Observe and verify specifications for the placement of Cement Treated Base on Tri-County Parkway and placement of construction materials.

### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
  - Add services for Construction Materials and Observation and Testing Services as provided in Proposal PND22-019-00 Attachment I

### 3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.



#### 4. Task Order Schedule

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

<b><u>Party</u></b>	<b><u>Action</u></b>	<b><u>Schedule</u></b>
<b>Engineer</b>	<b>Provide construction materials observation and testing services and accompanying reports, as per Proposal PND22-019-01</b>	<b>On a call-out basis</b>
<b>Owner</b>	<b>Notice to Proceed</b>	<b>As Coordinated</b>

#### 5. Payments to Engineer

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

We estimate a budget of \$16,300.00 to perform the construction materials testing and observations outlined in the Cost Estimate Breakdown portion of Proposal PND22-019-01 Attachment II.

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

#### 6. Terms and Conditions

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

The Effective Date of this Task Order is to be determined

OWNER:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ENGINEER:

By: RBW \_\_\_\_\_

Print Name: R. Blake Wright, P. E.

Title: Associate

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Blake Wright, P. E.

Title: Associate

Address: 211 Trade Center Drive, Suite 300

E-Mail  
Address: bwright@rkci.com

Phone: 830.214.0544

---

Task Order Form

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

Proposal No. PND22-019-00  
April 26, 2022



211 Trade Center, Suite 300  
New Braunfels, TX 78130

P 830.214.0544  
F 830.214.0627  
TBPE Firm F-3257

[WWW.RKCI.COM](http://WWW.RKCI.COM)

John Nowak  
City of Schertz  
10 Commercial Place, Bldg 2  
Schertz, Texas 78154

RE: Construction Materials Observation and Testing Services  
Tri-County Parkway – Asphalt and Concrete  
Schertz, Texas

Dear Mr. Nowak:

Thank you for selecting Raba Kistner, Inc. (RKI) as your Construction Materials Testing Company on the Tri-County Parkway Project.

Our opinion of probable cost of services for this project is \$49,957.00.

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications, and are with the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized are requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a summary total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. All parties hereby agree that this contract upon acceptance will be performable in Comal and Guadalupe Counties, Texas.

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Fee Structure and Standard Charges
II	Fee Estimate Breakdown
III	Report Distribution List
IV	Standard Terms and Conditions

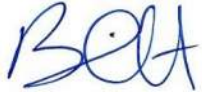
Please return one signed copy of this letter contract to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Proposal No. PND22-019-00

April 26, 2022

Very truly yours,

**RABA KISTNER, INC.**



R. Blake Wright, PE  
Associate

RBW/ajj

Attachments

Accepted By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## FEE STRUCTURE AND STANDARD CHARGES

Proposed Materials and Observation Services for  
Tri-County Parkway  
Schertz, Texas

### Basic Charges

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (Round Trip).....	0.75 Hour(s)
Vehicle Travel Charge.....	\$ 15.00/Trip

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. "Normal" work hours are Monday through Friday between 7:00 a.m. and 6:00 p.m., including travel time to and from the site. Any engineering and/or technical services provided on Saturday, Sunday, Holidays and all work performed outside of "normal" work hours will be charged at an overtime rate multiplier of 1.4 times the hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. Overtime charges will also be assessed after eight (8) continuous hours of services rendered during "normal" work hours.
5. Minimum 2 hours billed per visit to project site.
6. RKI will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

April 26, 2022

# **RK CMT Estimate Sheet** **New Braunfels**

Project Name: Tri-County Parkway

Proposal #: PND22-019-00

Client: City of Schertz

Prepared By: C. Franks

Client Contact: John Nowak

Revised Date: 4/25/2022

Client Phone: 210.380.5574

Project Location: Corridor Parkway FM 3009

Client Email: jnowak@schertz.com

CONB

TESTING/OBSERVATION ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	UNIT TOTAL	SUBTOTAL
<b>CONCRETE</b>					
<b>Laboratory Testing</b>					
Concrete Compressive Strength Cylinders	285	each	\$ 19.00	\$ 5,415.00	
<b>Field Testing/Observation</b>					
Materials Technician	116	hour	\$ 48.00	\$ 5,568.00	
Materials Technician (overtime)	0	hour	\$ 62.40	\$ -	
Vehicle Travel Charge	32	trip	\$ 15.00	\$ 480.00	
Concrete Cores		each	\$ 100.00	\$ -	
Coring Rig Rental		trip	\$ 150.00	\$ -	
Pick up Test Specimen	25	each	\$ 49.00	\$ 1,225.00	
					<b>\$ 12,688.00</b>
<b>ASPHALT</b>					
<b>Laboratory Testing</b>					
Bag Sample (Burn, Gradation, A/C content, Molding Specimens, Laboratory Density of Molded Specimens, Stability Test, Hveem, Maximum Theoretical Specific Gravity)	43	each	\$ 437.00	\$ 18,791.00	
Density of Asphalt Cores		each	\$ 104.00	\$ -	
<b>Field Testing/Observation</b>					
Materials Technician	240	hour	\$ 53.00	\$ 12,720.00	
Materials Technician (overtime)	60	hour	\$ 62.40	\$ 3,744.00	
Vehicle Travel Charge	30	trip	\$ 15.00	\$ 450.00	
In-Place Nuclear Densities		each	\$ -	\$ -	
Nuclear Density Gauge Rental (ASTM D 2950)	30	trip	\$ 26.00	\$ 780.00	
					<b>\$ 36,485.00</b>
<b>PROJECT ADMINISTRATION</b>					
Project Engineer (P.E.) - Geotechnical/Materials Engineer	4	hour	\$ 179.00	\$ 716.00	
Engineering Tech		hour	\$ 48.00	\$ -	
Vehicle Trip Charge		trip	\$ 15.00	\$ -	
Project Coordination	1	hr	\$ 68.00	\$ 68.00	
					<b>\$ 784.00</b>
		<b>Fee Subtotal</b>	<b>\$</b>		<b>49,957.00</b>
		<b>TOTAL ESTIMATED FEE</b>	<b>\$</b>		<b>49,957.00</b>

**REPORT DISTRIBUTION LIST**

**Project Name:** \_\_\_\_\_

**Client Project No.:** \_\_\_\_\_ **Purchase Order No.:** \_\_\_\_\_

**Invoicing Information:**      **Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Attention:** \_\_\_\_\_

Please provide required report distribution (hard copies can be provided upon request):

**Contact:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Email:** \_\_\_\_\_

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**Contact:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Email:** \_\_\_\_\_



## **STANDARD TERMS AND CONDITIONS**

1. **DEFINITIONS.**

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing

the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a



warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with

or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT

communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS,**


**DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

#### 4. Task Order Schedule

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

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Provide construction materials observation and testing services and accompanying reports, as per Proposal PND22-019-01	On a call-out basis
Owner	Notice to Proceed	As Coordinated

#### 5. Payments to Engineer

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

We estimate a budget of \$16,300.00 to perform the construction materials testing and observations outlined in the Cost Estimate Breakdown portion of Proposal PND22-019-01 Attachment II.

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

#### 6. Terms and Conditions

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

The Effective Date of this Task Order is to be determined

OWNER:  
By: Kathryn Woodlee

Print Name: Kathryn Woodlee

Title: City Engineer

ENGINEER:  
By: Bob

Print Name: R. Blake Wright, P. E.

Title: Associate

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John Nowak, P.E.

Title: Engineer

Address: 1400 Schertz Pkwy, 78155

E-Mail  
Address: jnowak@schertz.com

Phone: 210-619-1800

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Blake Wright, P. E.

Title: Associate

Address: 211 Trade Center Drive, Suite 300

E-Mail  
Address: bwright@rkci.com

Phone: 830.214.0544

---

Task Order Form

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

Proposal No. PND22-019-01

April 26, 2022



John Nowak

City of Schertz

10 Commercial Place, Bldg 2

Schertz, Texas 78154



211 Trade Center, Suite 300  
New Braunfels, TX 78130

P 830.214.0544

F 830.214.0627

TBPE Firm F-3257

[WWW.RKCI.COM](http://WWW.RKCI.COM)

RE: Construction Materials Observation and Testing Services  
Tri-County Parkway – Cement Treated Base  
Schertz, Texas

Dear Mr. Nowak:

Thank you for selecting Raba Kistner, Inc. (RKI) as your Construction Materials Testing Company on the Tri County Parkway Project.

Our opinion of probable cost of services for this project is \$16,289.00.

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications, and are with the aid of the general contractor's schedule. We propose to perform only one cement-treated base (CTB) Proctor and associated strength tests once per week or any time there appears to be a material change. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized are requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a summary total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. All parties hereby agree that this contract upon acceptance will be performable in Comal and Guadalupe Counties, Texas.

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Fee Structure and Standard Charges
II	Fee Estimate Breakdown
III	Report Distribution List
IV	Standard Terms and Conditions

Please return one signed copy of this letter contract to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.



Proposal No. PND22-019-01

April 26, 2022



RABA KISTNER, INC.



R. Blake Wright, PE

Associate

RBW/ajj

Attachments

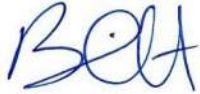
Accepted By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



### **FEE STRUCTURE AND STANDARD CHARGES**

Proposed Materials and Observation Services for  
Tri-County Parkway – Cement Treated Base  
Schertz, Texas

#### **Basic Charges**

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (Round Trip).....	0.75 Hour(s)
Vehicle Travel Charge.....	\$ 15.00/Trip

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. “Normal” work hours are Monday through Friday between 7:00 a.m. and 6:00 p.m., including travel time to and from the site. Any engineering and/or technical services provided on Saturday, Sunday, Holidays and all work performed outside of “normal” work hours will be charged at an overtime rate multiplier of 1.4 times the hourly rate. Our total cost of services is based upon the assumption most services will be provided during “normal” work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. Overtime charges will also be assessed after eight (8) continuous hours of services rendered during “normal” work hours.
5. Minimum 2 hours billed per visit to project site.
6. RKI will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.



Belt

# **RK CMT Estimate Sheet** **New Braunfels**

**Project Name:** Tri County Parkway - CTB Testing

**Proposal #:** PND22-019-01 **Client:** City of Schertz

**Prepared By:** C. Franks **Client Contact:** John Nowak

**Revised Date:** 4/25/2022 **Client Phone:** 210.380.5574

**Project Location:** Corridor Parkway FM 3009 **Client Email:** jnowak@schertz.com

TESTING/OBSERVATION ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	UNIT TOTAL	SUBTOTAL
<b>SOILS</b>					
<b>Laboratory Testing</b>					
Preparation Time	8	hour	\$ 48.00	\$ 384.00	
Moisture Density Relationship, TxDOT or ASTM	8	each	\$ 260.00	\$ 2,080.00	
Cement Series Curve	1	set	\$ 472.00	\$ 472.00	
Molding/Breaking Strength Samples	15	each	\$ 112.00	\$ 1,680.00	
Atterberg Limits	8	each	\$ 83.00	\$ 664.00	
Sieve Analysis	8	each	\$ 83.00	\$ 664.00	
<b>Field Testing/Observation</b>					
Nuclear Density Gauge Rental	35	trip	\$ 26.00	\$ 910.00	
Field Gradation	4	each	\$ 83.00	\$ 332.00	
Materials Technician	140	hour	\$ 48.00	\$ 6,720.00	
Materials Technician (overtime)	0	hour	\$ 74.20	\$ -	
Vehicle Travel Charge	35	trip	\$ 15.00	\$ 525.00	
					<b>\$ 14,431.00</b>
<b>PROJECT ADMINISTRATION</b>					
Project Engineer (P.E.) - Geotechnical/Materials Engineer	10	hour	\$ 179.00	\$ 1,790.00	
Engineering Tech		hour	\$ 48.00	\$ -	
Vehicle Trip Charge		trip	\$ 15.00	\$ -	
Project Coordination	1	hr	\$ 68.00	\$ 68.00	
					<b>\$ 1,858.00</b>
			<b>Fee Subtotal</b>	<b>\$</b>	<b>16,289.00</b>
			<b>TOTAL ESTIMATED FEE</b>	<b>\$</b>	<b>16,289.00</b>

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** May 24, 2022

**Department:** City Secretary

**Subject:** Ordinance No. 22-M-20 - Consideration and/or action adopting an Ordinance by the City Council of the City of Schertz, Texas setting dates for the end of terms of volunteer members on City Boards, Commissions, and Committees, and requiring new applicants wishing to serve or fill a vacancy be interviewed by the Interview Committee at the same time the City Board conducts their annual interviews. Repealing all ordinances or resolutions or parts of an ordinances or resolutions in conflict with this ordinance; and providing an effective date. *(Final Reading)*  
(Interview Committee/S. Edmondson)

---

**BACKGROUND**

Currently, with Ordinance 12-M-33, all Boards, Commissions and Committees have May 31st expiration term date. If a current volunteer wished to continuing serving on a Board, Commission or Committee, their reappointment was approved without going through an interview process.

The Interview Committee met on March 21st, 2022 to discuss all the Boards, Commissions Committees: May 31st expiration term date. The Interview Committee recommends changing the Boards, Commissions, and Committees to a different ending term date. The Boards, Commissions and Committees will have an expiration term ending date of either: June 30th, September 30th or March 31st.

**GOAL**

With community interest on serving on a City of Schertz Board, Commission or Committee, the Boards, Commissions, and Committees will have different expiration dates.

**COMMUNITY BENEFIT**

Citizens who apply to volunteer on City of Schertz Boards, Commissions or Committees will have an opportunity to be interviewed when yearly terms expire.

**SUMMARY OF RECOMMENDED ACTION**

Staff recommends approval of Ordinance No. 22-M-20.

**FISCAL IMPACT**

No fiscal impact.

**RECOMMENDATION**

Staff recommends approval of Ordinance 22-M-20.

---

**Attachments**

Expiration Term Dates



EXHIBIT A:	BOARDS, COMMISSIONS AND COMMITTEES			
YEAR:	2022	2022	2023	2023
	CURRENT:	NEW:	CURRENT:	NEW:
1-MONTH EXTENTION	<b>MAY 2022</b> EXPIRATIONS EXTENDED TO <b>JUNE 2022</b>	<b>JUNE 2022:</b> EXP DATE: WILL INTERVIEW: <b>MAY 2022</b>	<b>MAY 2023</b> EXP: WILL EXTEND TO <b>JUNE 2023</b>	<b>JUNE 2023</b> -INTERVIEW IN <b>MAY 2023</b>
Jun-22	BOARD OF ADJUSTMENTS			
Jun-22	LIBRARY			
Jun-22	PLANNING AND ZONING			
Jun-22	CAPITAL IMPROVEMENT ADVISORY COMMITTEE			
4- MONTH EXTENTION	<b>MAY 2022</b> EXPIRATIONS EXTENDED TO <b>SEPTMENBER 2022</b>	<b>SEPTEMBER 2022:</b> EXP DATE: WILL INTERVIEW: <b>AUGUST 2022</b>	<b>MAY 2023</b> EXP: WILL EXTEND TO <b>SEPTEMBER 2023</b>	<b>SEPTEMBER 2023</b> EXP: INTERVIEW IN <b>AUGUST 2023</b>
Sep-22	BUILDING AND STANDARDS			
Sep-22	ECONOMIC DEVELOPMENT CORPORATION			
Sep-22	PARKS			
10-MONTH EXTENTION	<b>MAY 2022</b> EXPIRATIONS EXTENDED TO <b>MARCH 2023</b>	<b>MARCH 2023:</b> EXP DATE WILL INTERVEIW <b>FEBRUARY 2023</b>	<b>MAY 2023</b> EXP: WILL EXTEND TO <b>MARCH 2024</b>	<b>MARCH 2024</b> EXP: INTERVIEW IN <b>FEBRUARY 2024</b>
Mar-23	TIRZ			
Mar-23	HISTORICAL			
Mar-23	TSAC			

## **ORDINANCE NO. 22-M-20**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS SETTING EXPIRATION DATES FOR THE END OF TERMS OF VOLUNTEER MEMBERS OF CITY BOARDS, COMMISSIONS, AND COMMITTEES, AND REQUIRING NEW APPLICANTS WISHING TO SERVE OR FILL A VACANCY BE INTERVIEWED BY THE INTERVIEW COMMITTEE AT THE SAME TIME THE CITY BOARD CONDUCTS THEIR ANNUAL INTERVIEWS. REPEALING ALL ORDINANCES OR RESOLUTIONS OR PARTS OF ORDINANCES OR RESOLUTIONS IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Schertz, Texas (the “City”) has established the various Boards, Commissions, and Committees set forth in Ordinance No. 22-M-20 and incorporated herein (collectively, the “Boards”), which Boards are composed of volunteer members; and

**WHEREAS**, currently, the terms for the members of each of the Boards ends on May 31<sup>st</sup> of the year in which the applicable volunteer members’ term expires; and

**WHEREAS**, the Interview Committee met on March 21, 2022 to discuss the expiration dates of all the Boards; and to discuss the process of appointments and reappointments of volunteer members; and

**WHEREAS**, the end date of the terms of the members of each of the Boards is hereby changed to one of the following: June 30<sup>th</sup>, September 30<sup>th</sup> or March 31<sup>st</sup>. See Exhibit A

**WHEREAS**, volunteer members who term expires must resubmit an application to remain on the board and new applicants go through an interview process. See Exhibit B

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

Section 1. The Chair of the Board and the Volunteer Member will be notified by the City Secretary’s Office that the volunteer member’s term is expiring in approximately 45 days and if the volunteer member wishes to be reappointed, the volunteer member will need to resubmit an application to be reappointed to the Board they wish to serve on.

Section 2. If there are new applications from citizens wishing to serve or fill a vacancy, they will be interviewed by the Interview Committee at the same time the interviews for that Board, Commission or Committee are to be scheduled.

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

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

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

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

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

Section 8. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED ON FIRST READING, the 10<sup>th</sup> of May, 2022.

PASSED, APPROVED and ADOPTED ON SECOND READING, the 24<sup>th</sup> day of May, 2022.

Ralph Gutierrez, Mayor

ATTEST:

City Secretary, Brenda Dennis

City Seal

## EXHIBIT A

The Interview Committee met on March 21, 2022 to discuss the expiration dates of all the Boards.

The following changes are recommended:

1. The Boards, Commissions and Committees will have different expiring term dates for the volunteer members.
2. The following Boards will have a June 30<sup>th</sup> term expiration date:  
Board of Adjustments  
Planning and Zoning  
Library Advisory Board  
Capital Improvement Advisory Committee
3. The following Boards will have a September 30<sup>th</sup> term expiration date:  
Schertz Economic Development Corporation  
Building and Standards Commission  
Parks and Recreation Advisory Board
4. The following Boards will have a March 31<sup>st</sup> term expiration date:  
Reinvestment Zone Number Two Committee  
Schertz Historical Preservation Committee  
Transportation and Safety Advisory Committee

See attached spreadsheet.

## EXHIBIT B- Interview Process

The Interview Committee met on March 21, 2022 to discuss the process of appointments and reappointments of volunteer members.

- 1 The Chair of the Board and the Volunteer Member will be notified by the City Secretary's Office that the volunteer member's term is expiring in approximately 45 days and if the volunteer member wishes to be reappointed, the volunteer member will need to resubmit an application to be reappointed to the Board they wish to serve on.
2. If there are new applications from citizens wishing to serve or fill a vacancy, they will be interviewed by the Interview Committee at the same timeframe the interviews for that Board, Commission or Committee are to be scheduled.



## CITY COUNCIL MEMORANDUM

**City Council Meeting:** May 24, 2022

**Department:** City Secretary

**Subject:** Ordinance No. 22-T-21- Consideration and/or action adopting an Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the fiscal year 2021-2022 budget to landscape the Cibolo Valley Drive medians, repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date.*(Final Reading)* (B.James/L.Shrum )

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### BACKGROUND

The City of Schertz and the City of Cibolo partnered to construct a new 0.5 mile (approx.) segment of Cibolo Valley Drive between IH-35 and Old Wiederstein Road. As part of the project the road was widened from 2 lanes to 4 lanes with added turn lanes and two medians that are currently empty with a road base. A landscaping plan was created that includes low-water plants, drip irrigation system, and decorative rock. The plan was reviewed by staff from both cities. Traffic control is also included in the cost due to the need to shut down a lane on either side of the medians during installation. The project is expected to take 12 days barring any weather delays.

### GOAL

Approve Ordinance 22-T-21 to authorize an adjustment to the fiscal year 2021-2022 budget to landscape the Cibolo Valley Drive medians.

### COMMUNITY BENEFIT

The medians on Cibolo Valley Drive serve as a gateway to both cities - Schertz and Cibolo - and the landscaping needs to reflect the aesthetic expected from our community.

### SUMMARY OF RECOMMENDED ACTION

City Council approved this on first reading at their meeting of May 10, 2022. Staff recommends approval of Ordinance 22-T-21 on final reading.

### FISCAL IMPACT

The contract cost for the landscaping, drip irrigation system, and traffic control is \$88,172.99 and will be funded out of Roadway Impact Fees collected for Zone 1. As of April 30, 2022 Zone 1 had \$649,944 available for use on applicable projects.

### RECOMMENDATION

Staff recommends City Council approve Ordinance 22-T-21 on final reading.

---

### Attachments

CVD Medians Budget Amendment

---

## **ORDINANCE NO. 22-T-21**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2021-2022 BUDGET TO LANDSCAPE THE CIBOLO VALLEY DRIVE MEDIANS, 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 \$88,172.99 from the Roadway Impact Fees for the Cibolo Valley Drive median landscaping, 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 landscaping of the Cibolo Valley Drive medians, 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 \$88,172.99 from the Roadway Impact Fees for the landscaping of the Cibolo Valley Drive medians.

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 10<sup>th</sup> day of May 2022.

PASSED ON FINAL READING, the 24<sup>th</sup> day of May 2022.

CITY OF SCHERTZ, TEXAS

---

Mayor

ATTEST:

---

City Secretary

(CITY SEAL)

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** May 24, 2022  
**Department:** Engineering  
**Subject:** Ordinance No. 22-D-22 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, providing that the Code of Ordinances of the City be amended by revising Chapter 86, Article IV, Section 86-118 Maximum Limits in School Zones to add a segment of Fairlawn Avenue; and providing an effective date. (*First Reading*) (B. James/K. Woodlee)

---

**BACKGROUND**

With the opening of the School of Science and Technology at the intersection of the northbound frontage road of IH 35 and Fairlawn Avenue, it became apparent through the observation of new traffic in the vicinity that the establishment of school speed zone would promote safer travel by raising awareness of modified traffic behavior and patterns during particular times of the day when school is in session.

This concern was presented to the Transportation Safety Advisory Commission (TSAC). During its regular meeting on March 3, 2022, TSAC discussed the issue and voted unanimously to recommend that a school speed zone be established along Fairlawn Avenue in the vicinity of the newly opened school.

**GOAL**

The goal of this ordinance is to ensure that school zones are up to date in the City of Schertz and enforced through the Code of Ordinances, and provide for safe travel while maintaining proper records for maximum speed limits in school zones.

**COMMUNITY BENEFIT**

The establishment of a school zone in the vicinity of the School of Science and Technology promotes awareness of school time traffic patterns and subsequently results in a safer environment for vehicular and pedestrian traffic in the area.

**SUMMARY OF RECOMMENDED ACTION**

The action recommended is approval of Ordinance 22-D-22, revising Chapter 86, Section 118 Maximum Limits in School Zones to include a segment of Fairlawn Avenue as described.

**FISCAL IMPACT**

The fiscal impact of this ordinance is the cost to install and maintain the necessary school speed zone signs.

**RECOMMENDATION**

Staff recommends approval of Ordinance 22-D-22 on first reading.

Ordinance 22-D-22

Exhibit

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## **ORDINANCE NO. 22-D-22**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, PROVIDING THAT THE CODE OF ORDINANCES BE AMENDED BY REVISING CHAPTER 86, ARTICLE IV, SECTION 86-118 MAXIMUM LIMITS IN SCHOOL ZONES TO ADD A SEGMENT OF FAIRLAWN AVENUE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, it has been established that a school speed zone should be enforced on Fairlawn Avenue between IH 35 and 130 feet north of Ashwood Street; and

**WHEREAS**, the City has investigated and determined that it would be advantageous and beneficial to the citizens of the City to amend Section 86-118 Maximum Limits in School Zones of the Code of Ordinances as set forth below.

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

Section 1. Chapter 86, Article IV, Section 86-118 of the Code of Ordinances, Maximum Limits in School Zones, be amended as follows by adding:

<b>Street</b>	<b>Extent</b>	<b>Speed Limit (mph)</b>
Fairlawn Avenue	Intersection with IH 35 to 130 feet north of intersection with Ashwood Road	20

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 24<sup>th</sup> day of May 2022.

PASSED, APPROVED AND ADOPTED on final reading the 7<sup>th</sup> day of June, 2022.

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Ralph Gutierrez, Mayor

ATTEST:

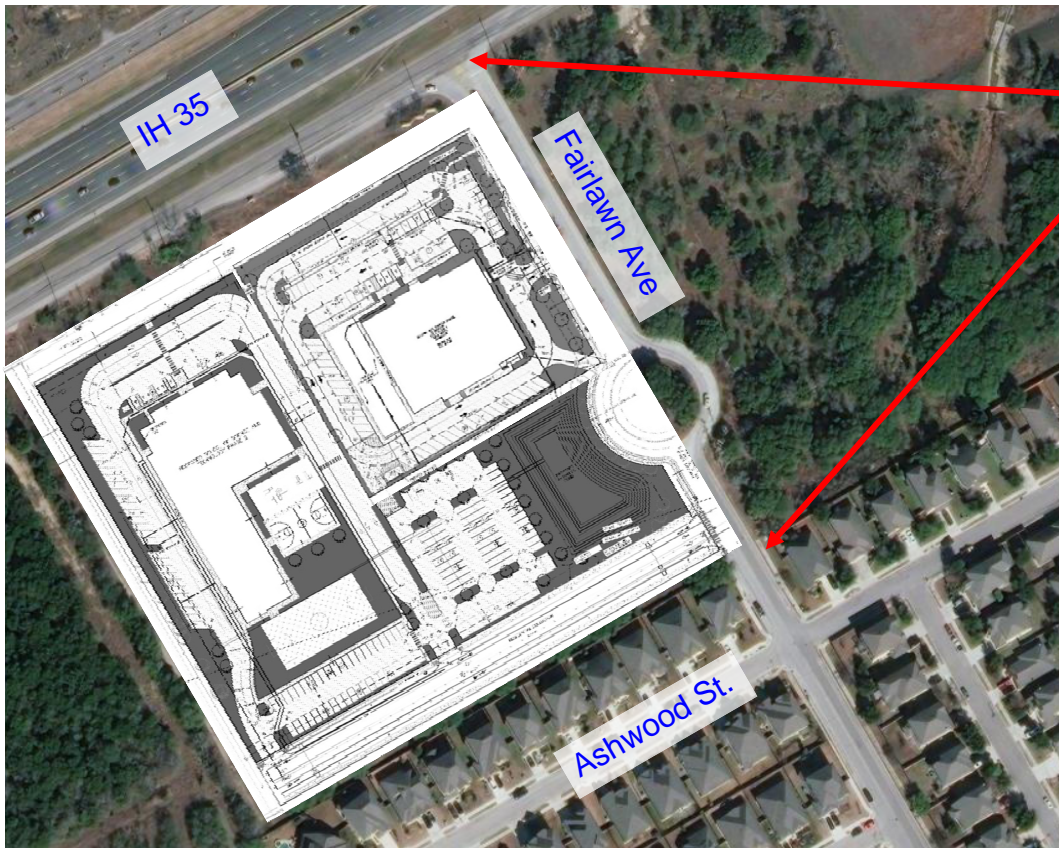
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Brenda Dennis, City Secretary

(SEAL OF THE CITY)

# Ordinance 22-D-22

Proposed School Speed Zone on Fairlawn Avenue near new School of Science and Technology



Recommendation:

School Speed Zone  
between IH 35  
Access Road and  
130 north of  
intersection with  
Ashwood Street



## CITY COUNCIL MEMORANDUM

**City Council Meeting:** May 24, 2022  
**Department:** Engineering  
**Subject:** Ordinance No. 22-D-23 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, providing that the Code of Ordinances of the City be amended by revising Chapter 86, Article V, Section 86-149 Parking Prohibited to add segments of Fairlawn Avenue; and providing an effective date. (*First Reading*) (B. James/K. Woodlee)

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### BACKGROUND

With the development and opening of the School of Science and Technology (SST) at the intersection of Fairlawn Avenue with the north-bound IH 35 frontage road, traffic in the vicinity was significantly affected. SST staff worked to implement operational schemes to minimize disruption on the adjacent roadways, however, individuals dropping off and picking up students from the school continue to park, stop, and/or stand along Fairlawn Avenue and particularly around the traffic-calming circle. The presence of those vehicles cause confusion and backup of vehicles traveling through the zone. That backup in turn creates an unsafe and inefficient traffic situation.

City and SST staff worked together to observe the behavior of the motorists over a period of months during the school year and determined that the purpose for parking, stopping, or standing in this area is generally to avoid proceeding through the car line established by the school to effectively, safely, and efficiently allow for student pick up and drop off from the facility. Adequate off-street queue length is available and should be used. It is expected that eliminating vehicles from the sides of the public street along this stretch will allow more free-flow of traffic and subsequently a safer situation.

This concern was presented to the Transportation Safety Advisory Commission (TSAC). During its regular meeting on March 3, 2022, TSAC discussed the issue and voted unanimously to recommend that a no parking zone be established along Fairlawn Avenue in the vicinity of the newly opened school.

There is currently a no parking zone around the traffic-calming circle by Sippel Elementary further to the south, this is remaining in place.

### GOAL

The goal of this ordinance is to establish and provide the ability to enforce a prohibition on parking, stopping, and standing vehicles to keep traffic flowing in a safe and efficient manner in the vicinity of a school and a traffic calming circle.

### COMMUNITY BENEFIT

Safe and efficient traffic flow is a benefit to motor vehicle operators and pedestrians who travel in the area.

### SUMMARY OF RECOMMENDED ACTION

The action recommended is approval of Ordinance 22-D-23, revising Chapter 86, Section 86-149, Parking Prohibited, by adding a no parking zone on Fairlawn Avenue from the frontage road of IH 35 to 130' north of Ashwood Road.

**FISCAL IMPACT**

The fiscal impact of this ordinance will be the cost to install and maintain proper signage and striping in the established no parking zones.

**RECOMMENDATION**

Staff recommends approval of Ordinance 22-D-23 on first reading.

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**Attachments**

Exhibit

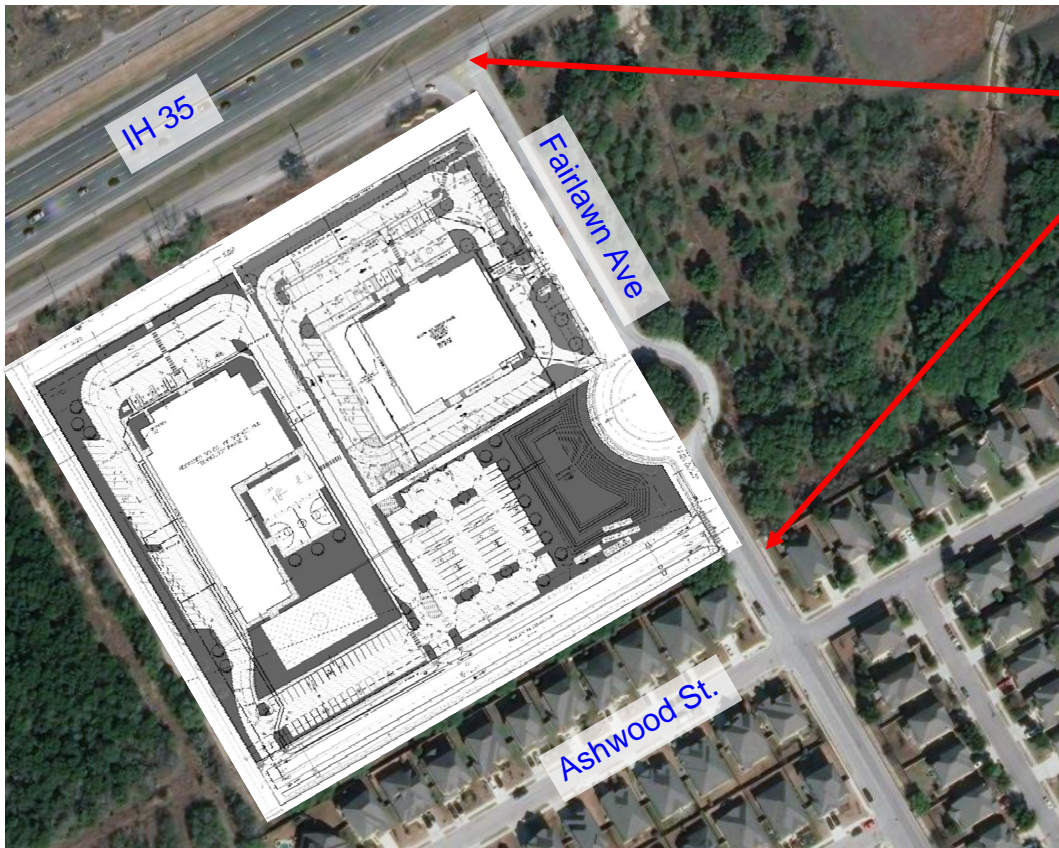
Ord 22 D 23

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# Ordinance 22-D-23

Proposed Zone of No Parking, Stopping, or Standing Vehicles on Fairlawn Avenue near new School of Science and Technology



Recommendation:

No Parking,  
Stopping, or Standing  
Zone between IH 35  
Access Road and  
130 north of  
intersection with  
Ashwood Street

## **ORDINANCE NO. 22-D-23**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, PROVIDING THAT THE CODE OF ORDINANCES BE AMENDED BY REVISING CHAPTER 86, ARTICLE V, SECTION 86-149 PARKING PROHIBITED TO ADD SEGMENTS OF FAIRLAWN AVENUE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, it has been established that parking, stopping, and standing should be prohibited along a segment of Fairlawn Avenue, on both sides of the street and around the traffic calming circle, between IH 35 and 130 feet north of Ashwood Street; and

**WHEREAS**, these areas include street segments which are currently included in the City Code of Ordinances; and

**WHEREAS**, it is recommended to add an additional street segment where parking is prohibited along Fairlawn Avenue in Article V, Section 86-149, Parking Prohibited.

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

Section 1. Chapter 86, Article V, Section 86-149 of the Code of Ordinances, Parking Prohibited by the City of Schertz, Texas is amended as follows:

- (a) When signs are erected and/or, when recommended by the City Engineer or the Chief of Police, curb(s) are marked by painting them red with "No Parking" painted in white letters thereon, giving notice thereof, no person shall park, stop, or stand a vehicle (as identified in this section and so signed) at any time (*or at times as limited*) upon any of the following streets or portions thereof.

Add a reference to parking prohibited on Fairlawn Avenue as follows:

<b>Street</b>	<b>Extent</b>
Fairlawn Avenue	Intersection with IH 35 to 130 feet north of intersection with Ashwood Road

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 24<sup>th</sup> day of May 2022.

PASSED, APPROVED AND ADOPTED on final reading the 7<sup>th</sup> day of June, 2022.

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

(SEAL OF THE CITY)

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** May 24, 2022  
**Department:** Executive Team  
**Subject:** Main Street Project - Worksession Discussion regarding the Main Street Project. (M. Browne/B. James)

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**BACKGROUND**

Assistant City Manager Brian James will conduct a joint workshop meeting regarding the Main Street Project, providing information regarding: Project Recap, Review Main Street Design Concept, Utility Service Improvements, Roadway Surface, Landscaping, Entry Signage, etc.

Staff is seeking direction on moving forward on a single phase comprehensive redevelopment of Main Street and direction on additional funding.

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