



**MEETING AGENDA**  
**City Council**  
**REGULAR SESSION CITY COUNCIL**  
**March 14, 2023**

**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, MARCH 14, 2023 at 6:00 p.m.**

**Call to Order**

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

**Proclamations:**

- National Procurement Month March 2023

**City Events and Announcements**

- Announcements of upcoming City Events (B. James/S. Gonzalez)
- Announcements and recognitions by the City Manager (S. Williams)
- Announcements and recognitions by the Mayor (R. 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 following minutes from the regular meeting on March 7, 2023. (S. Edmondson/S.Courney)
2. **Appointment/Reappointment For Boards/Commissions/Committees** (S.Edmondson)
  - Accept resignation of Patricia Barnes of the Schertz Historical Preservation Committee.
3. **Resolution 23-R-28** - Consideration and/or action by the City Council of the City of Schertz, TX, approving a Resolution awarding a contract to Linebarger, Goggan, Blair & Sampson, LLP for court collection agency services (S. Gonzalez/J. Walters)
4. **Resolution 23-R-16** - Consideration and/or action by the City Council of the City of Schertz, Texas approving amended and restated Bylaws of the Schertz Economic Development Corporation; and other matters therewith. (B. James/H. Malish)
5. **Resolution 23-R-24** - Consideration and/or action by the City Council of the City of Schertz, Texas, authorizing the City Manager to enter into Standard Utility Agreement with the State of Texas for the relocation of utilities – specifically the Riata Lift Station – along IH 35 in preparation for the IH 35 NEX Project. (B.James/K.Woodlee/E.Schulze)

## **Discussion and Action Items**

6. **Ordinance 23-S-07**- Consideration and/or action by the City Council of the City of Schertz, Texas on an Ordinance to amend Part III, Schertz Code of Ordinances, the Unified Development Code (UDC) Article 5 Zoning Districts, Subsections 21.5.2, 21.5.5 and 21.5.11; Article 9 Site Design Standards, Subsection 21.9.7 and 21.9.10; Article 10 Parking Standards, Subsections 21.10.2, 21.10.3, 21.10.4, 21.10.7.C and 21.10.9; and Article 14 Transportation, Subsection 21.14.3. **(Final Reading)** (B. James/S. Williams)

## **Closed Session**

7. The City Council will meet in closed session in accordance with Section 551.072, Texas Government Code deliberation regarding the purchase, exchange, lease, or value of Real Property for future roadways, roadway extensions, and roadway expansions.

## **Reconvene into Regular Session**

## **Roll Call Vote Confirmation**

## **Information available in City Council Packets - NO DISCUSSION TO OCCUR**

## **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, SHEILA EDMONDSON, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 10th DAY OF MARCH 2023 AT 7:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

**I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON \_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

**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**

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|--|--|
| <b>Mayor Gutierrez</b><br>Audit Committee<br>Board of Adjustments<br>Investment Advisory Committee<br>Main Street Committee<br>Senior Center Advisory Board-Alternate  | <b>Councilmember Davis– Place 1</b><br>Interview Committee for Boards and Commissions<br>Main Street Committee - Chair<br>Parks & Recreation Advisory Board<br>Schertz Housing Authority Board<br>Transportation Safety Advisory Commission<br>TIRZ II Board |
| <b>Councilmember Watson - Place 2</b><br>Audit Committee<br>Library Advisory Board<br>Senior Center Advisory Board<br>Cibolo Valley Local Government Corporation-Alternate   | <b>Councilmember Whittaker – Place 3</b><br>Historical Preservation Committee<br>Interview Committee for Boards and Commissions<br>TIRZ II Board   |
| <b>Councilmember Dahle – Place 4</b><br>Cibolo Valley Local Government Corporation<br>Interview Committee for Boards and Commissions<br>Planning & Zoning Commission<br>TIRZ II Board  | <b>Councilmember Scagliola – Place 5</b><br>Animal Advisory Commission - Alternate<br>Hal Baldwin Scholarship Committee<br>Schertz-Seguin Local Government Corporation   |
| <b>Councilmember Heyward – Place 6</b><br>Animal Advisory Commission<br>Audit Committee<br>Building and Standards Commission<br>Economic Development Corporation - Alternate<br>Investment Advisory Committee<br>Main Street Committee<br>Interview Committee for Boards and Commissions-Alternate<br>Senior Center Advisory Board-Alternate | <b>Councilmember Brown – Place 7</b><br>Economic Development Corporation<br>Main Street Committee<br>Schertz-Seguin Local Government Corporation - Alternate   |

**Agenda No.**

**CITY COUNCIL MEMORANDUM**

**City Council Meeting: March 14, 2023**

**Department: City Secretary**

**Subject: Proclamations:**

- **National Procurement Month March 2023**

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**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** **March 14, 2023**  
**Department:** **City Secretary**  
**Subject:** **Minutes – Consideration and/or action regarding the approval of the following minutes from the regular meeting on March 7, 2023. (S. Edmondson/S.Courney)**

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**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** March 14, 2023  
**Department:** Finance  
**Subject:** Resolution 23-R-28 - Consideration and/or action by the City Council of the City of Schertz, TX, approving a Resolution awarding a contract to Linebarger, Goggan, Blair & Sampson, LLP for court collection agency services (S. Gonzalez/J. Walters)

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**BACKGROUND**

Linebarger Goggan Blair & Sampson, LLP (LGBS) has been representing the City of Schertz in the collection of fees, fines and costs pursuant to Article 103 of the Code of Criminal Procedure since March 2, 2012.

LGBS is fully qualified to provide this representation being the largest delinquent collection law firm in the State of Texas, as well as the United States, having been engaged in this specialized legal service for more than 40 years. In addition, LGBS possesses infrastructure and technology, such as a call center technology that the City does not currently possess.

A collection fee of 30% of the fine amounts are added to delinquent accounts and are paid at the time of collection. The city incurs no additional costs in utilizing the program as all the additional collection fee goes to LGBS. Accounts are sent to LGBS 90 days after issuing a warrant.

With court staff being composed of four full time staff members; the assistance of this program has been effective in aiding the court in resolving outstanding cases.

Legal services are considered exempt from procurement requirements as per Local Government Code 252.022

**GOAL**

To renew the existing collection services contract.

**COMMUNITY BENEFIT**

This is another way to provide for safe community by helping to hold defendants accountable.

**SUMMARY OF RECOMMENDED ACTION**

To approve this resolution and renew the existing contract with LGBS.

**FISCAL IMPACT**

In FY 2021-22, LGBS helped to collect \$283,000 in municipal court fees and fines and received \$48,400 for their services at no additional cost to the City. The amount is less than the 30% of the total fines as some accounts fees are waived in coordination with LGBS and the Judge varying on the circumstances of the defendant and the case.

**RECOMMENDATION**

Staff recommends approval of Resolution 23-R-28

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**Attachments**

Resolution 23-R-28

Exhibit A - Contract Terms

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**RESOLUTION NO. 23-R-28**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP.**

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires professional services relating to fines and fees collection services; and

WHEREAS, City staff has determined that Linebarger Goggan Blair & Sampson, LLP is uniquely qualified to provide such services for the City; and

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

WHEREAS, pursuant to Section 2254.1036 of the Texas Government Code, the City of Schertz City Council finds as follows:

1. There is a substantial need for the legal services to be provided pursuant to the Contract for Fines and Fees Collection Services;
2. These legal services cannot be adequately performed by the employees and supporting personnel of the City at a reasonable cost;
3. Linebarger Goggan Blair & Sampson, LLP has represented the City for the past eleven (11) years with competence and professionalism, in the collection of unpaid fines, fees and court costs beginning on March 2, 2012.
4. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the collection fee authorized by Tx Code of Criminal Procedure Art. 103.0031 and because the City of Schertz does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
5. Linebarger Goggan Blair & Sampson LLP is well qualified and competent to perform the legal services required to comply with the terms of this contract.

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Linebarger Goggan Blair & Sampson, LLP pursuant to the Agreement attached hereto as Exhibit A (the “Agreement”).

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with Linebarger Goggan Blair & Sampson, LLP in substantially the form set forth on Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this 14th day of March, 2023.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Sheila Edmondsun, City Secretary

# **Contract for Fines and Fees Collection Services**

STATE OF TEXAS

COUNTY OF GUADALUPE

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between CITY OF SCHERTZ, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

## **Article I**

### *Nature of Relationship and Authority for Contract*

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

## **Article 2**

### *Scope of Services*

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and Fees are subject to this AGREEMENT pursuant to the terms of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003].

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

### **Article 3**

#### *Compensation*

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder:

(a) Zero percent (0%) of all the fines and fees subject to the terms of this AGREEMENT as set forth in Section 2.3 above that are collected by the CLIENT during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed before June 18, 2003;

(b) Thirty percent (30%), pursuant to Article 103.0031(b), Texas Code of Criminal Procedure, of all the fines and fees subject to the terms of this AGREEMENT that are collected by the CLIENT during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed after June 18, 2003.

3.02 All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.03 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

### **Article 4**

#### *Intellectual Property Rights*

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data

contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

## **Article 5**

### *Costs*

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

## **Article 6**

### *Term and Termination*

6.01 This AGREEMENT shall be effective February 28, 2023 (the "Effective Date") and shall expire on February 28, 2026 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one (1) year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

## **Article 7**

### *Miscellaneous*

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be

seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP  
Attention: Director of CMS  
PO Box 17428  
Austin, Texas 78760-7428

Linebarger Goggan Blair & Sampson, LLP  
Attention: Clif Douglass  
112 E. Pecan St., Suite 2200  
San Antonio, Texas 78205

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City of Schertz  
Attention: City Secretary  
1400 Schertz Parkway, Bldg 2  
Schertz, Texas 78154

7.06. Compliance with Tx. Govt. Code §2271.002. In order to comply with Tx. Govt. Code §2271.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

7.07 Compliance with Tx. Govt. Code §2252.151- .154. In order to comply with Tx. Govt. Code §2252.152, the Firm verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

7.08 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

7.09 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

7.10 VALUE ADDED SERVICES. The FIRM agrees to provide to CLIENT with ACT Lien Software at no cost to the CLIENT as long as this contract is in force.

EXECUTED ON the 7<sup>th</sup> day of March, 2023.

CITY OF SCHERTZ

By: \_\_\_\_\_  
Steve Williams, City Manager

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

By: \_\_\_\_\_  
Clifton Douglass, III, Managing Partner  
For the FIRM

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** March 14, 2023  
**Department:** Economic Development Corporation  
**Subject:** Resolution 23-R-16 - Consideration and/or action by the City Council of the City of Schertz, Texas approving amended and restated Bylaws of the Schertz Economic Development Corporation; and other matters therewith. (B. James/H. Malish)

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**BACKGROUND**

City Council passed Ordinance 22-M-20 on May 10, 2022, changing term end dates for various boards and commissions, including the Schertz Economic Development Corporation (SEDC). As a result, the SEDC bylaws need to be updated. In addition to the proposed change for term end dates, staff is proposing minor changes, including the addition of Chapter 22 of the Texas Business Organizations Code, as a governing body based on City Attorney recommendation.

**GOAL**

To update the SEDC bylaws.

**COMMUNITY BENEFIT**

Provide consistent and clear bylaws for the operation of SEDC.

**SUMMARY OF RECOMMENDED ACTION**

Staff recommends approval of Resolution No. 23-R-16 to adopt the amended and restated Bylaws.

**RECOMMENDATION**

Staff recommends approval of Resolution No. 23-R-16.

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**Attachments**

Resolution 23-R-16  
SEDC Bylaws  
Redline of changes

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## **RESOLUTION NO. 23-R-16**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, APPROVING AMENDED AND RESTATED BYLAWS OF THE SCHERTZ ECONOMIC DEVELOPMENT CORPORATION; AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City Council (the "Council") of the City of Schertz, Texas (the "City") has previously authorized the creation of the City of Schertz Economic Development Corporation (the "Corporation") in accordance with the Development Corporation Act, as amended, Title 12, Subtitle C1, Texas Local Government Code (the "Act"); and

**WHEREAS**, on January 12, 2011, the Schertz City Council reviewed and approved the existing Certificate of Formation and the existing Bylaws of the Corporation in Ordinance 11-M-21; and

**WHEREAS**, the Schertz City Council took action on May 10, 2022, to change the term end dates for City Boards, Commissions, and Committees in Ordinance 22-M-20; and

**WHEREAS**, the Board of Directors of the City of Schertz Economic Development Corporation took action on February 23, 2023, to approve the proposed amendments to the existing Bylaws of the Corporation in SEDC Resolution No. 2023-3; and

**WHEREAS**, the Schertz City Council have reviewed and approved the proposed amendments to the existing Bylaws of the Corporation and has determined to authorize and approve such amendments; and

**WHEREAS**, the Schertz City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the citizens of the City.

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

Section 1. The Schertz City Council hereby approves the amended Bylaws for the Corporation in the form attached hereto as Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this 7<sup>th</sup> day of March, 2023.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Sheila Edmondson, City Secretary

<City Seal>

EXHIBIT A

SCHERTZ ECONOMIC DEVELOPMENT CORPORATION  
AMENDED AND RESTATED BYLAWS

(See Attached)

**SEDC RESOLUTION NO. 2023-3**

**A RESOLUTION BY THE CITY OF SCHERTZ ECONOMIC DEVELOPMENT CORPORATION, APPROVING AMENDED AND RESTATED BYLAWS OF SUCH CORPORATION; AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City Council (the "Council") of the City of Schertz, Texas (the "City") has previously authorized the creation of the City of Schertz Economic Development Corporation (the "Corporation") in accordance with the Development Corporation Act, as amended, Title 12, Subtitle C1, Texas Local Government Code (the "Act"); and

WHEREAS, on February 5, 2013, the Council reviewed and approved the existing Certificate of Formation and Bylaws of the Corporation in Ordinance 13-M-04 ; and

WHEREAS, the Council took action on May 10, 2022, approving Ordinance 22-M-20 changing the term end dates for the City of Schertz Economic Development Corporation; and;

WHEREAS, the Board of Directors of the Corporation desires to change the end dates of the terms of the directors from May 31 to September 30 of the year in which the directors' term expires, in order to be consistent with Ordinance 22-M-20; and

WHEREAS, the Board of Directors of the Corporation desires to alter the codes by which the Corporation shall be governed and the requirements for an action to be taken by the Board; and

WHEREAS, the Board of Directors have reviewed and approved the proposed amendments to the existing Bylaws of the Corporation and has determined to authorize and approve such amendments; and

WHEREAS, the Board of Directors hereby finds and determines that the adoption of this Resolution is in the best interests of the citizens of the City; now, therefore,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF SCHERTZ ECONOMIC DEVELOPMENT COPROPARTION THAT:

Section 1. The Board of Directors hereby approves the amended Bylaws for the Corporation in the form attached hereto as Exhibit A.

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

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

Section 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 Board 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, as amended, Texas Government Code.

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

PASSED AND ADOPTED, this 23rd day of February 2023.

CITY OF SCHERTZ ECONOMIC  
DEVELOPMENT CORPORATION

  
Paul Macaluso, SEDC Board President

ATTEST:

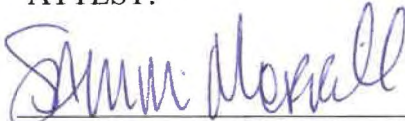
  
Sammi Morrill, SEDC Board Secretary

EXHIBIT A  
AMENDED AND RESTATED BYLAWS  
(See Attached)

**AMENDED AND RESTATED BYLAWS  
OF  
CITY OF SCHERTZ ECONOMIC DEVELOPMENT CORPORATION**

**ARTICLE I  
PURPOSE AND POWERS**

Section 1.1. Purpose. The Corporation is incorporated for the purposes set forth in Article Four of its Certificate of Formation, as amended (the "Certificate of Formation"), the same to be accomplished on behalf of the City of Schertz, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Development Corporation Act, as amended (Title 12, Subtitle C1, Texas Local Government Code) (the "Act"), and other applicable laws.

Section 1.2. Powers. In the fulfillment of its corporate purposes, the Corporation shall be governed by Texas LGC Chapter 501, Chapter 502, and Chapter 505 of the Act and Chapter 22 of the Texas Business Organizations Code, and an election held in the City on August 9, 1997 (the "Election"), and shall have all the powers set forth and conferred in its Certificate of Formation, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

**ARTICLE II  
BOARD OF DIRECTORS**

Section 2.1. Powers, Number and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") under the guidance and direction of the City Council of the City (the "Council") and, subject to the restrictions imposed by law, by the Certificate of Formation and by these Amended and Restated Bylaws (these "Bylaws"), the Board shall exercise all of the powers of the Corporation.

(b) The Board shall consist of seven (7) directors, each of whom shall be appointed by the Council.

(c) Directors serve a two-year term beginning on October 1<sup>st</sup> and ending on September 30<sup>th</sup>, two years after appointment, or until a successor is appointed. Successor directors shall have the qualifications, shall be of the classes of directors, and shall be appointed to the terms set forth in the Certificate of Formation.

(d) Any director may be removed from office by the Council at will.

Section 2.2. Meetings of Directors. (a) The directors may hold their meetings at such place or places in the City as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Section 5.1 of these Bylaws. Regular meetings of the Board shall be held without the necessity of notice to directors at such times and places as shall

be designated from time to time by the Board. Special meetings of the Board shall be held whenever called by the president, by a majority of the directors, by the Mayor of the City, or by a majority of the Council.

(b) The secretary shall give notice to each director of each special meeting in person or by mail, telephone or telegraph, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. At any meeting at which every director shall be present, even though without any notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.

(c) Whenever any notice is required to be given to the Board, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except attendance of a director at a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice to directors or waiver of notice of such meeting, unless required by the Board. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2.3. Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held, and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, as amended (Chapter 551, Texas Government Code) (the "Open Meetings Act").

Section 2.4. Quorum. A majority of the entire membership of the Board shall constitute a quorum to conduct official business of the Corporation. The act of a majority of the Board of Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by law. An action that may be taken at a meeting of the Board of Directors, including an action required by the Act to be taken at a meeting, may be taken without a meeting if each director signs a written consent providing the action to be taken. The consent has the same effect as a unanimous vote and may be stated as such in a document filed with the Secretary of State.

Section 2.5. Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.

(b) The president shall preside at all meetings of the Board. In the absence of the president, the vice president shall preside.

(c) The president shall be a voting member of the Board.

(d) The secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting. The treasurer and any assistant secretary may, at the option of the Board, be employees of the City and each member of the Board with the exception of the president, vice president, or secretary, may be appointed as assistant secretaries; provided, however, that to the extent the treasurer or any assistant secretary is an employee of the City such person shall not be a member of the Board.

Section 2.6. Committees of the Board. The Board may designate two (2) or more directors or other persons to constitute a committee (including an advisory committee) of the Board to exercise such authority, as approved by resolution of the Board; provided, however, that all final, official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation and any such meetings must be conducted in accordance with the provisions of the Open Meetings Act, if applicable.

Section 2.7. Compensation of Directors. Directors shall not receive any salary or compensation for their services as directors. However, they shall be reimbursed for their actual expenses incurred in the performance of their official duties as directors.

### ARTICLE III OFFICERS

#### Section 3.1. Titles and Terms of Office.

(a) The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer, and such other officers as the Board may from time to time elect to fill a vacancy or as appointed by the Council. One person may hold more than one office, except that the president shall not hold the office of secretary. Initial officers shall serve for the terms disclosed in the Certificate of Formation. Thereafter, terms of office shall be for two (2) years with the term of office expiring on September 30th of each year. Upon the expiration of the terms, each officer shall have the right to be reappointed or reelected.

(b) All officers shall be subject to removal from office at any time by a vote of a majority of the Council.

(c) A vacancy in the office of any director shall be filled by a vote of a majority of the Council. The remaining directors may recommend to the Council a person to be named to fill any such vacancy.

Section 3.2. Powers and Duties of the President. The president shall be the chief operating executive officer of the Corporation, and, subject to the authority of the Board, the president shall be in general charge of the properties and affairs of the Corporation and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes, and other

instruments in the name of the Corporation. The president shall preside over the meetings of the Corporation.

Section 3.3. Vice President. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

Section 3.4. Treasurer. The treasurer shall be the chief fiscal officer of the Corporation, and shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the treasurer may endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes, and other obligations in or drawn upon such bank, banks, or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all money received and paid out on account of the Corporation. The treasurer shall, at the expense of the Corporation, give such bond for the faithful discharge of his/her duties in such form, and amount as the Board or the Council may require. All check writing authority will follow all applicable City policies concerning authorizations, signatures and disbursements.

Section 3.5. Secretary. The secretary shall keep the minutes of all meetings of the Board and books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes, and other instruments of the Corporation, shall have charge of the corporate books, records, documents, and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the principal office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board.

Section 3.6. Executive Director. The City Manager, or his designee, will serve as the Executive Director of the Corporation to provide administrative support services for the Corporation and shall perform duties as prescribed by the Board and Council. The Executive Director shall not be a member of the Board.

Section 3.7. General. The president, vice president, and the secretary shall be named from among the members of the Board. The treasurer and any assistant secretary may, at the option of the Board, be employees of the City. To the extent that the treasurer or any assistant secretary are employees of the City they shall not be members of the Board. The Executive Director shall retain legal counsel and financial advisors for the Corporation, subject to the approval of the majority of the Board.

Section 3.8. Compensation. Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for the actual expenses incurred in the performance of their official duties as officers.

ARTICLE IV  
FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 4.1. City of Schertz Economic Development Corporation Plan.

(a) It shall be the duty and obligation of the Board to finance and implement the City of Schertz Economic Development Corporation Plan subject to approval or disapproval by Council.

(b) In carrying out its obligations under subsection (a), the Corporation shall be authorized to exercise all rights and powers granted under the Act, including, but not limited to Chapter 501, Chapter 502, and Chapter 505 of the Act.

(c) The Board shall at least annually submit reports to the Council as to the status of its activities in carrying out its obligations under this Section.

(d) Any and all agreements between the Corporation and other parties shall be authorized, executed, and approved, and delivered in accordance with applicable law.

Section 4.2. Annual Corporate Budget. Prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of expected revenues from sources set out in Section 4.5 of this Article and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the Council. The budget shall not be effective until the same has been approved by the Council.

Section 4.3. Books, Records, Audits.

(a) The Corporation shall keep and properly maintain in accordance with generally accepting accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

(b) At the direction of the Council, the books, records, accounts, and financial statements of the Corporation may be maintained for the Corporation by the accountants, staff and personnel of the City.

(c) The Corporation, or the City if the option of subsection (b) is selected, shall cause its books, records, accounts, and financial statements to be studied at least once each fiscal year by an outside, independent auditing and accounting firm selected by Council and approved by the Board. Such an audit shall be at the expense of the Corporation.

Section 4.4. Deposit and Investment of Corporation Funds.

(a) All proceeds from loans or from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance.

(b) Subject to the requirements of contracts, loan agreements, indentures, or other agreements securing Obligations, all other money of the Corporation, if any, shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board, with Council approval, shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of its treasurer and such other persons as the Board designates. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the City Manager of the City, or his designee.

Section 4.5. Expenditure of Corporate Money. The sales and use taxes collected pursuant to Chapter 501, Chapter 502, and Chapter 505 of the Act and the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, revenues generated by any Projects as defined in Chapter 501, Chapter 502, and Chapter 505 of the Act and payable to the Corporation or any other source of revenues that are payable to the Corporation, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, the Certificate of Formation, the City's Home Rule Charter, and the Election, subject to the following limitations:

Expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of money derived from sources other than the proceeds of Obligations may be used for the purpose of financing or otherwise providing one or more Projects, as defined in Chapter 501, Chapter 502, and Chapter 505 of the Act and in accordance with the Election;

All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 4.2 or in contracts meeting the requirements of Section 4.1(d) of this Article.

Section 4.6. Issuance of Obligations. No Obligations, including refunding obligations, shall be authorized or sold and delivered by the Corporation unless the Council approves such Obligations by action taken prior to the date of initial delivery of the Obligations to the initial purchasers thereof.

## ARTICLE V MISCELLANEOUS PROVISIONS

### Section 5.1. Principal Office.

(a) The principal office and the registered office of the Corporation shall be the registered office of the Corporation specified in the Certificate of Formation.

(b) The Corporation shall have and shall continually designate a registered agent at its office, as required by the Act.

Section 5.2. Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 5.3. Seal. The seal, if any, of the Corporation shall be determined by the Board.

Section 5.4. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the president or secretary. The acceptance of resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5.5. Approval or Advice and Consent of the Council. To the extent that these Bylaws refer to any approval by the City or refer to advice and consent by the Council, such advice and consent shall be evidenced by a certified copy of a resolution, ordinance, or motion duly adopted by the Council.

Section 5.6. Services of City Staff and Officers. To the extent possible, the Corporation shall utilize the services and the staff employees of the City. All requests for staff time or inquiries of staff will be requested through the City Manager's Office.

Section 5.7. Indemnification of Directors, Officers and Employees.

(a) As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act, as amended (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

(b) The Corporation shall indemnify each and every member of the Board, its officers and its employees and each member of the Council and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the sanctions and activities of the Corporation. The legal counsel for the Corporation is authorized to provide a defense for members of the Board, officers, and employees of the Corporation.

## ARTICLE VI EFFECTIVE DATE, AMENDMENTS

Section 6.1. Effective Date. These Bylaws shall become effective upon the approval of these Bylaws by the Council.

Section 6.2. Amendments to Certificate of Formation and Bylaws. The Certificate of Formation of the Corporation and these Bylaws may be amended only in the manner provided in the Certificate of Formation and the Act.

\* \* \*

Adopted: February 23, 2023

**AMENDED AND RESTATED BYLAWS  
OF  
CITY OF SCHERTZ ECONOMIC DEVELOPMENT CORPORATION**

**ARTICLE I  
PURPOSE AND POWERS**

Section 1.1. Purpose. The Corporation is incorporated for the purposes set forth in Article Four of its Certificate of Formation, as amended (the “Certificate of Formation”), the same to be accomplished on behalf of the City of Schertz, Texas (the “City”) as its duly constituted authority and instrumentality in accordance with the Development Corporation Act, as amended (Title 12, Subtitle C1, Texas Local Government Code) (the “Act”), and other applicable laws.

Section 1.2. Powers. In the fulfillment of its corporate purposes, the Corporation shall be governed by Texas LGC Chapter 501, Chapter 502, and Chapter 505 of the Act and Chapter 22 of the Texas Business Organizations Code, and an election held in the City on August 9, 1997 (the “Election”), and shall have all the powers set forth and conferred in its Certificate of Formation, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

**ARTICLE II  
BOARD OF DIRECTORS**

Section 2.1. Powers, Number and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the “Board”) under the guidance and direction of the City Council of the City (the “Council”) and, subject to the restrictions imposed by law, by the Certificate of Formation and by these Amended and Restated Bylaws (these “Bylaws”), the Board shall exercise all of the powers of the Corporation.

(b) The Board shall consist of seven (7) directors, each of whom shall be appointed by the Council.

(c) ~~The directors constituting the Board shall be those directors named in the Certificate of Formation, as amended and restated on February 5, 2013~~Directors serve a two-year term beginning on October 1<sup>st</sup> and ending on September 30<sup>th</sup>, two years after appointment, or until a successor is appointed. Successor directors shall have the qualifications, shall be of the classes of directors, and shall be appointed to the terms set forth in the Certificate of Formation.

(d) Any director may be removed from office by the Council at will.

Section 2.2. Meetings of Directors. (a) The directors may hold their meetings at such place or places in the City as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Section 5.1 of these Bylaws. Regular meetings of the

Board shall be held without the necessity of notice to directors at such times and places as shall be designated from time to time by the Board. Special meetings of the Board shall be held whenever called by the president, by a majority of the directors, by the Mayor of the City, or by a majority of the Council.

(b) The secretary shall give notice to each director of each special meeting in person or my mail, telephone or telegraph, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. At any meeting at which every director shall be present, even though without any notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.

(c) Whenever any notice is required to be given to the Board, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except attendance of a director at a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice to directors or waiver of notice of such meeting, unless required by the Board. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2.3. Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held, and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, as amended (Chapter 551, Texas Government Code) (the "Open Meetings Act").

Section 2.4. Quorum. A majority of the entire membership of the Board shall constitute a quorum to conduct official business of the Corporation. The act of a majority of the Board of Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by law. An action that may be taken at a meeting of the Board of Directors, including an action required by the Act to be taken at a meeting, may be taken without a meeting if each director signs a written consent providing the action to be taken. The consent has the same effect as a unanimous vote and may be stated as such in a document filed with the secretary of state

Section 2.5. Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.

(b) The president shall preside at all meetings of the Board. In the absence of the president, the vice president shall preside.

(c) The president shall be a voting member of the Board.

(d) The secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting. The treasurer and any assistant secretary may, at the option of the Board, be employees of the City and each member of the Board with the exception of the president, vice president, or secretary, may be appointed as assistant secretaries; provided, however, that to the extent the treasurer or any assistant secretary is an employee of the City such person shall not be a member of the Board.

Section 2.6. Committees of the Board. The Board may designate two (2) or more directors or other persons to constitute a committee (including an advisory committee) of the Board to exercise such authority, as approved by resolution of the Board; provided, however, that all final, official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation and any such meetings must be conducted in accordance with the provisions of the Open Meetings Act, if applicable.

Section 2.7. Compensation of Directors. Directors shall not receive any salary or compensation for their services as directors. However, they shall be reimbursed for their actual expenses incurred in the performance of their official duties as directors.

### ARTICLE III OFFICERS

#### Section 3.1. Titles and Terms of Office.

(a) The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer, and such other officers as the Board may from time to time elect to fill a vacancy or as appointed by the Council. One person may hold more than one office, except that the president shall not hold the office of secretary. Initial officers shall serve for the terms disclosed in the Certificate of Formation. Thereafter, terms of office shall be for two (2) years with the term of office expiring on ~~May 31~~September 30th of each year. Upon the expiration of the terms, each officer shall have the right to be reappointed or reelected.

(b) All officers shall be subject to removal from office at any time by a vote of a majority of the Council.

(c) A vacancy in the office of any director shall be filled by a vote of a majority of the Council. The remaining directors may recommend to the Council a person to be named to fill any such vacancy.

Section 3.2. Powers and Duties of the President. The president shall be the chief operating executive officer of the Corporation, and, subject to the authority of the Board, the president shall be in general charge of the properties and affairs of the Corporation and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes, and other

instruments in the name of the Corporation. The president shall preside over the meetings of the Corporation.

Section 3.3. Vice President. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

Section 3.4. Treasurer. The treasurer shall be the chief fiscal officer of the Corporation, and shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the treasurer may endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes, and other obligations in or drawn upon such bank, banks, or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all money received and paid out on account of the Corporation. The treasurer shall, at the expense of the Corporation, give such bond for the faithful discharge of his/her duties in such form, and amount as the Board or the Council may require. All check writing authority will follow all applicable City policies concerning authorizations, signatures and disbursements.

Section 3.5. Secretary. The secretary shall keep the minutes of all meetings of the Board and books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes, and other instruments of the Corporation, shall have charge of the corporate books, records, documents, and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the principal office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board.

Section 3.6. Executive Director. The City Manager, or his designee, will serve as the Executive Director of the Corporation to provide administrative support services for the Corporation and shall perform duties as prescribed by the Board and Council. The Executive Director shall not be a member of the Board.

Section 3.7. General. The president, vice president, and the secretary shall be named from among the members of the Board. The treasurer and any assistant secretary may, at the option of the Board, be employees of the City. To the extent that the treasurer or any assistant secretary are employees of the City they shall not be members of the Board. The Executive Director shall retain legal counsel and financial advisors for the Corporation, subject to the approval of the majority of the Board.

Section 3.8. Compensation. Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for the actual expenses incurred in the performance of their official duties as officers.

ARTICLE IV  
FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 4.1. City of Schertz Economic Development Corporation Plan.

(a) It shall be the duty and obligation of the Board to finance and implement the City of Schertz Economic Development Corporation Plan subject to approval or disapproval by Council.

(b) In carrying out its obligations under subsection (a), the Corporation shall be authorized to exercise all rights and powers granted under the Act, including, but not limited to Chapter 501, Chapter 502, and Chapter 505 of the Act.

(c) The Board shall at least annually submit reports to the Council as to the status of its activities in carrying out its obligations under this Section.

(d) Any and all agreements between the Corporation and other parties shall be authorized, executed, and approved, and delivered in accordance with applicable law.

Section 4.2. Annual Corporate Budget. Prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of expected revenues from sources set out in Section 4.5 of this Article and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the Council. The budget shall not be effective until the same has been approved by the Council.

Section 4.3. Books, Records, Audits.

(a) The Corporation shall keep and properly maintain in accordance with generally accepting accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

(b) At the direction of the Council, the books, records, accounts, and financial statements of the Corporation may be maintained for the Corporation by the accountants, staff and personnel of the City.

(c) The Corporation, or the City if the option of subsection (b) is selected, shall cause its books, records, accounts, and financial statements to be studied at least once each fiscal year by an outside, independent auditing and accounting firm selected by Council and approved by the Board. Such an audit shall be at the expense of the Corporation.

Section 4.4. Deposit and Investment of Corporation Funds.

(a) All proceeds from loans or from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance.

(b) Subject to the requirements of contracts, loan agreements, indentures, or other agreements securing Obligations, all other money of the Corporation, if any, shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board, with Council approval, shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of its treasurer and such other persons as the Board designates. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the City Manager of the City, or his designee.

Section 4.5. Expenditure of Corporate Money. The sales and use taxes collected pursuant to Chapter 501, Chapter 502, and Chapter 505 of the Act and the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, revenues generated by any Projects as defined in Chapter 501, Chapter 502, and Chapter 505 of the Act and payable to the Corporation or any other source of revenues that are payable to the Corporation, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, the Certificate of Formation, the City's Home Rule Charter, and the Election, subject to the following limitations:

Expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of money derived from sources other than the proceeds of Obligations may be used for the purpose of financing or otherwise providing one or more Projects, as defined in Chapter 501, Chapter 502, and Chapter 505 of the Act and in accordance with the Election;

All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 4.2 or in contracts meeting the requirements of Section 4.1(d) of this Article.

Section 4.6. Issuance of Obligations. No Obligations, including refunding obligations, shall be authorized or sold and delivered by the Corporation unless the Council approves such Obligations by action taken prior to the date of initial delivery of the Obligations to the initial purchasers thereof.

## ARTICLE V MISCELLANEOUS PROVISIONS

### Section 5.1. Principal Office.

(a) The principal office and the registered office of the Corporation shall be the registered office of the Corporation specified in the Certificate of Formation.

(b) The Corporation shall have and shall continually designate a registered agent at its office, as required by the Act.

Section 5.2. Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 5.3. Seal. The seal, if any, of the Corporation shall be determined by the Board.

Section 5.4. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the president or secretary. The acceptance of resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5.5. Approval or Advice and Consent of the Council. To the extent that these Bylaws refer to any approval by the City or refer to advice and consent by the Council, such advice and consent shall be evidenced by a certified copy of a resolution, ordinance, or motion duly adopted by the Council.

Section 5.6. Services of City Staff and Officers. To the extent possible, the Corporation shall utilize the services and the staff employees of the City. All requests for staff time or inquiries of staff will be requested through the City Manager's Office.

Section 5.7. Indemnification of Directors, Officers and Employees.

(a) As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act, as amended (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

(b) The Corporation shall indemnify each and every member of the Board, its officers and its employees and each member of the Council and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the sanctions and activities of the Corporation. The legal counsel for the Corporation is authorized to provide a defense for members of the Board, officers, and employees of the Corporation.

## ARTICLE VI EFFECTIVE DATE, AMENDMENTS

Section 6.1. Effective Date. These Bylaws shall become effective upon the approval of these Bylaws by the Council.

Section 6.2. Amendments to Certificate of Formation and Bylaws. The Certificate of Formation of the Corporation and these Bylaws may be amended only in the manner provided in the Certificate of Formation and the Act.

\* \* \*

Adopted: February ~~5, 2013~~23, 2023

## CITY COUNCIL MEMORANDUM

**City Council Meeting:** March 14, 2023

**Department:** Engineering

**Subject:** Resolution 23-R-24 - Consideration and/or action by the City Council of the City of Schertz, Texas, authorizing the City Manager to enter into Standard Utility Agreement with the State of Texas for the relocation of utilities – specifically the Riata Lift Station – along IH 35 in preparation for the IH 35 NEX Project. (B.James/K.Woodlee/E.Schulze)

**BACKGROUND**

Due to conflicts with the Texas Department of Transportation's (TxDOT) proposed IH35 NEX Northbound Frontage Road project, the City of Schertz must relocate the existing Riata Lift Station and associated sewer mains. The relocated improvements will be shifted approximately 60 feet away from the existing frontage road and will be located within a new site for the lift station and easement for the gravity and force mains leading to and from the lift station from Fairlawn Avenue.

As is typical with utility relocations along interstate facilities necessitated by TxDOT improvements, the work is fully reimbursable. Responsibilities of the City and TxDOT related to this relocation are outlined in a Standard Utility Agreement (SUA) funding reimbursement. Project expenses include the following.

|                       |                         |  |
|-----------------------|-------------------------|--|
| Professional Services | \$143,000               |  |
| Property Acquisition  | \$275,000 (estimated)   |  |
| Construction          | \$2,400,000 (estimated) |  |
| Total (reimbursable)  | \$2,818,000 (estimated) |  |

**GOAL**

The goal of Resolution 23-R-24 is to authorize a SUA with the State of Texas for the relocation of utilities due to TXDOT's I35 NEX project.

**COMMUNITY BENEFIT**

The relocation of utilities will allow for the continuation of sewer service to residents and businesses along the IH 35 corridor.

**SUMMARY OF RECOMMENDED ACTION**

It is recommended that Council approves Resolution 23-R-24.

**FISCAL IMPACT**

Initial funding for the design work has been allocated from the City's Water and Sewer Construction Reserves. Advance funding for the easement acquisition and construction of the utility relocations will be from Water and Sewer Construction Reserves. The total project is expected to cost \$2.8 million. All project costs are reimbursable from the State of Texas due to this being an interstate highway.

**RECOMMENDATION**

Staff recommends that City Council approve Resolution 23-R-24, authorizing a SUA with the State of Texas for the relocation of utilities along Interstate Highway 35.

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**Attachments**

Standard Utility Agreement

Res 23 R 24

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## STANDARD UTILITY AGREEMENT

U Number: **N/A** Utility ID: **U00014203**

District: San Antonio  
Federal Project No.: NH 1702(809)  
ROW CSJ: 0016-05-116  
Highway Project Letting Date: 9/1/2026

County: Comal  
Highway: IH 35  
From: Guadalupe/Comal County Line  
To: FM 1103

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of Schertz, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

**WHEREAS**, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

**WHEREAS**, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: Due to conflicts with the proposed I35 NEX Northbound Frontage Road paving, grading, and drainage improvements between centerline Sta. 1101+00 and Sta. 1105+00, the City of Schertz proposes to abandon their existing Riata Lift Station, portions of their existing 8-Inch Gravity Sewer Main, and portions of their existing 6-Inch Sewer Forcemain that are within the proposed TxDOT Right-of-Way. The existing City of Schertz utility infrastructure is currently located outside of the existing TxDOT Right-of-Way, within City of Schertz easement. The existing longitudinal utility improvements, the gravity sewer main and force main, total approximately 745 linear feet in length. The City of Schertz proposes to replace the existing lift station, gravity sewer main, and force main to be located outside of the proposed TxDOT Right-of-Way, within City of Schertz easement acquired for this project; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

**WHEREAS**, the **State**, upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

### NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

TxDOT

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

Utility

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The **Utility** shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the **Utility** with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the **Utility** prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the **Utility** is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the **Utility**.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$ N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

|         |      |         |      |
|---------|------|---------|------|
| Initial | Date | Initial | Date |
| TxDOT   |      | Utility |      |

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment “A”);
- Accounting Method (Attachment “B”);
- Schedule of Work (Attachment “C”);
- Statement Covering Contract Work – ROW-U-48 (Attachment “D”);
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment “H”).

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

**UTILITY**

Utility: City of Schertz  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

Steve Williams, ICMA-CM, MPA, CGFO  
*Print or Type Name*

Title: City Manager

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

**EXECUTION RECOMMENDED:**

\_\_\_\_\_  
*Director of TP&D (or designee), San Antonio District*

**THE STATE OF TEXAS**

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
*District Engineer (or designee)*

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

\_\_\_\_\_  
Initial Date  
TxDOT

\_\_\_\_\_  
Initial Date  
Utility

## Attachment "A"

### Plans, Specifications, and Estimated Costs

All material items within cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (\*).

- ☐ Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.
- ☐ There are non-domestic iron and steel materials in this project that fall under the De Minimis equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.
- ☒ We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:
- 1) Form 1818 - Material Statement
  - 2) Material Test Reports or Certifications

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility

# CONSTRUCTION PLANS FOR

## IH-35 RIATA LIFT STATION RELOCATION AND OFFSITE SEWER IMPROVEMENTS

### 100% REVIEW SET

#### NOTES:

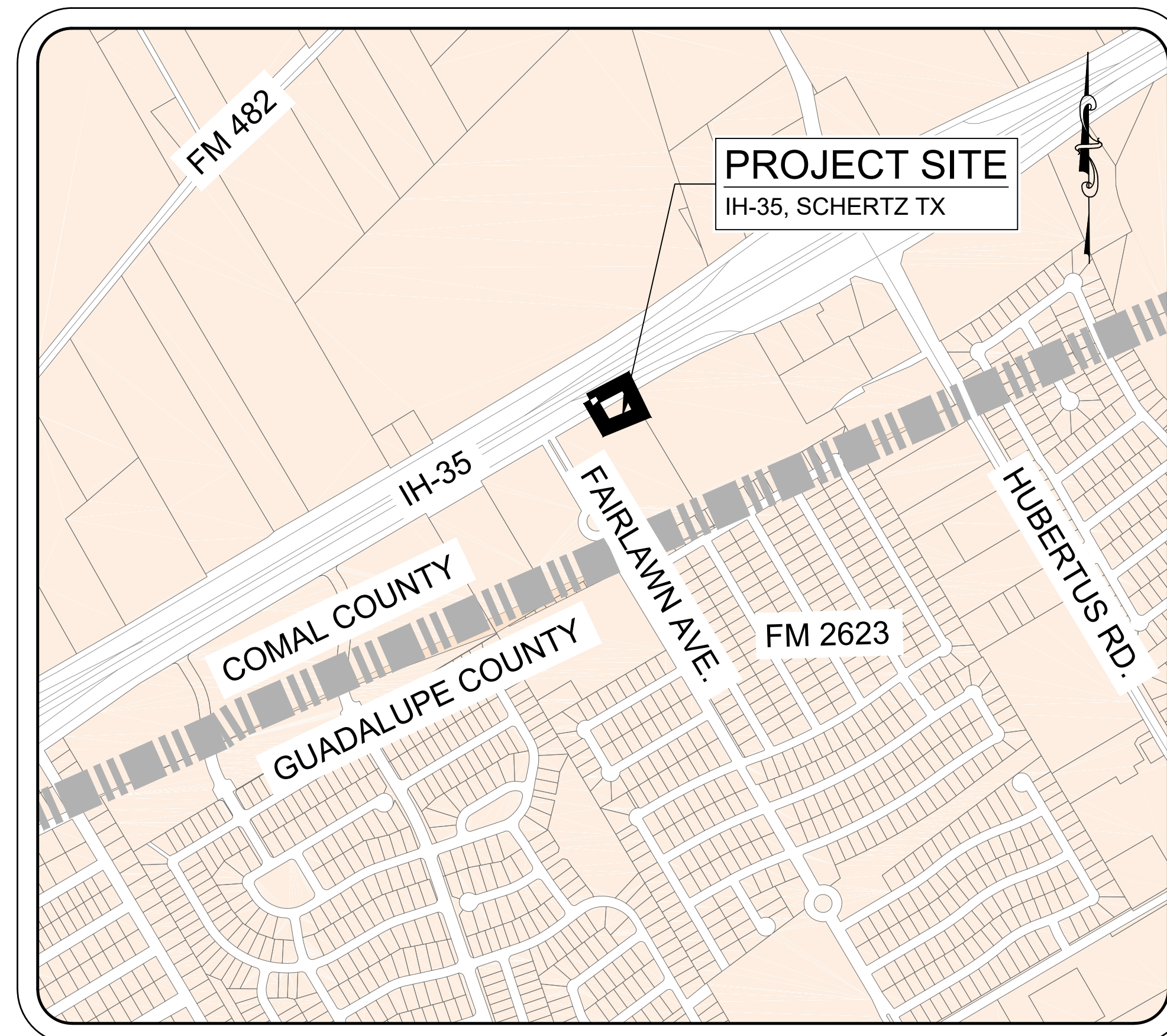
- ENGINEERING STAMPED APPROVED CIVIL SHEETS MUST BE INCLUDED WHEN SENDING THE REVISED CONSTRUCTION PLANS.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE CITY OF SCHERTZ ADOPTED CODES AND ORDINANCES EVEN IF NOT SPECIFICALLY MENTIONED OR IDENTIFIED WITHIN THIS DOCUMENT.
- COMPLY WITH THE FOLLOWING:
  - UNIFIED DEVELOPMENT CODE CITY CODE OF ORDINANCES CHAPTER 18 BUILDINGS AND BUILDING REGULATIONS.
- PROVIDE A SPECIAL INSPECTIONS LETTER IN COMPLIANCE WITH THE 2012 INTERNATIONAL BUILDING CODE SECTIONS 1704-SPECIAL INSPECTIONS, CONTRACTOR RESPONSIBILITY AND STRUCTURAL OBSERVATIONS AND 1705-REQUIRED VERIFICATION AND INSPECTION.
- USE ONLY PLANNING APPROVED SITE PLAN.



191 N. Union Ave NEW BRAUNFELS, TEXAS 78130 PH: (830) 214-0521  
Texas Engineering Firm F-18712



**DAVID KNEUPER P.E.**  
**LICENSE NO. 96676**  
**January 30, 2023**



LOCATION MAP  
N.T.S.



| Sheet List Table    |  |
|---------------------|--|
| Sheet Number        | Sheet Title  |
| COVER SHEET         |  |
| CS-1                | COVER SHEET  |
| GENERAL NOTES       |  |
| GN-1                | GENERAL NOTES  |
| GN-2                | TCEQ GENERAL NOTES 1 OF 2                                  |
| GN-3                | TCEQ GENERAL NOTES 2 OF 2                                  |
| DEMO SHEET          |  |
| DM-1                | DEMO SHEET 1 OF 2  |
| DM-2                | DEMO SHEET 2 OF 2  |
| LIFT STATION DESIGN |  |
| LS-1                | LIFT STATION SITE PLAN                                     |
| LS-2                | LIFT STATION GRADING, EROSION & SEDIMENTATION CONTROL PLAN |
| LS-3                | DIMENSION CONTROL SHEET                                    |
| LS-4                | OFF-SITE 8" GRAVITY MAIN                                   |
| LS-5                | OFF-SITE 6" FORCE MAIN                                     |
| LS-6                | LIFT STATION PLAN VIEW SHEET                               |
| LS-7                | LIFT STATION PROFILE VIEW SHEET                            |
| LS-8                | WET WELL AND PIPING DETAILS SHEET 1 OF 3                   |
| LS-9                | WET WELL AND PIPING DETAILS SHEET 2 OF 3                   |
| LS-10               | WET WELL AND PIPING DETAILS SHEET 3 OF 3                   |
| LS-11               | FLATWORK DETAILS   |
| LS-12               | DETAILS 1 OF 3   |
| LS-13               | DETAILS 2 OF 3   |
| LS-14               | DETAILS 3 OF 3   |
| STRUCTURAL SHEETS   |  |
| S-1                 | WET WELL STRUCTURAL NOTES                                  |
| S-2                 | WET WELL PLANS   |
| S-3                 | WET WELL SECTION   |
| ELECTRICAL SHEETS   |  |
| E-01                | ELECTRICAL ABBREVIATIONS, LEGENDS, AND GENERAL NOTES       |
| E-02                | ELECTRICAL SITE PLAN - DEMOLITION                          |
| E-03                | ELECTRICAL SITE PLAN - PROPOSED                            |
| E-04                | ELECTRICAL ONE-LINE DIAGRAM                                |
| E-05                | ELECTRICAL CONTROL AND SCHEMATICS DIAGRAMS                 |
| E-06                | ELECTRICAL SCHEMATIC DIAGRAM                               |
| E-07                | ELECTRICAL SCHEDULES                                       |
| E-08                | GENERATOR DETAILS SHEET 1                                  |
| E-09                | GENERATOR DETAILS SHEET 2                                  |
| E-10                | ELECTRICAL DETAILS SHEET 1                                 |
| E-11                | ELECTRICAL DETAILS SHEET 2                                 |
| E-12                | ELECTRICAL DETAILS SHEET 3                                 |
| E-13                | ELECTRICAL DETAILS SHEET 4                                 |



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
LIFT STATIONS AND FORCE MAINS  
GENERAL CONSTRUCTION NOTES

- THIS LIFT STATION AND/OR FORCE MAIN MUST BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY'S (TCEQ) EDWARDS AQUIFER RULES 30 TEXAS ADMINISTRATIVE CODE (TAC) §213.5(C). THE DESIGN CRITERIA FOR DOMESTIC WASTEWATER SYSTEMS 30 TAC CHAPTER 217, AND IF ACCEPTABLE TO THE CITY OF SCHERTZ ENGINEERING DEPARTMENT.
2. ANY MODIFICATION TO THE ACTIVITIES DESCRIBED IN THE REFERENCED LIFT STATION/FORCE MAIN SYSTEM APPLICATION FOLLOWING THE DATE OF APPROVAL MAY REQUIRE THE SUBMITTAL OF A LIFT STATION/FORCE MAIN SYSTEM APPLICATION TO MODIFY THIS APPROVAL, INCLUDING THE PAYMENT OF APPROPRIATE FEES AND ALL INFORMATION NECESSARY FOR ITS REVIEW AND APPROVAL.
  3. PRIOR TO COMMENCING ANY REGULATED ACTIVITY, THE APPLICANT OR HIS AGENT MUST NOTIFY THE LOCAL REGIONAL OFFICE, IN WRITING, OF THE DATE ON WHICH THE REGULATED ACTIVITY WILL BEGIN.
  4. UPON COMPLETION OF THE WET WELL EXCAVATION, A GEOLOGIST MUST CERTIFY THAT THE EXCAVATION HAS BEEN INSPECTED FOR THE PRESENCE OF SENSITIVE FEATURES AND THE CERTIFICATION MUST BE SUBMITTED TO THE APPROPRIATE REGIONAL OFFICE. FURTHER ACTIVITIES MAY NOT PROCEED UNTIL THE EXECUTIVE DIRECTOR HAS REVIEWED AND APPROVED THE METHODS PROPOSED TO PROTECT ANY SENSITIVE FEATURE AND THE EDWARDS AQUIFER FROM POTENTIALLY ADVERSE IMPACTS TO WATER QUALITY FROM THE LIFT STATION. CONSTRUCTION MAY CONTINUE IF THE GEOLOGIST CERTIFIES THAT NO SENSITIVE FEATURE OR FEATURES ARE PRESENT.
  5. IF ANY SENSITIVE FEATURES ARE DISCOVERED DURING THE WASTEWATER LINE TRENCHING ACTIVITIES, ALL REGULATED ACTIVITIES NEAR THE SENSITIVE FEATURE MUST BE SUSPENDED IMMEDIATELY. THE APPLICANT MUST IMMEDIATELY NOTIFY THE APPROPRIATE REGIONAL OFFICE OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OF THE FEATURE DISCOVERY. A GEOLOGIST'S ASSESSMENT OF THE LOCATION AND EXTENT OF THE FEATURE DISCOVERED MUST BE REPORTED TO THAT REGIONAL OFFICE IN WRITING WITHIN TWO WORKING DAYS. THE APPLICANT MUST SUBMIT A PLAN FOR ENSURING THE STRUCTURAL INTEGRITY OF THE SEWER LINE OR FOR MODIFYING THE PROPOSED COLLECTION SYSTEM ALIGNMENT AROUND THE FEATURE. THE REGULATED ACTIVITIES NEAR THE SENSITIVE FEATURE MAY NOT PROCEED UNTIL THE EXECUTIVE DIRECTOR HAS REVIEWED AND APPROVED THE METHODS PROPOSED TO PROTECT THE SENSITIVE FEATURE AND THE EDWARDS AQUIFER FROM ANY POTENTIALLY ADVERSE IMPACTS TO WATER QUALITY WHILE MAINTAINING THE STRUCTURAL INTEGRITY OF THE LINE.
  6. LIFT STATIONS SHALL BE DESIGNED TO WITHSTAND AND OPERATE DURING A 100-YEAR FLOOD EVENT AND SHALL BE ACCESSIBLE DURING A 25-YEAR FLOOD. ALL LIFT STATIONS SHALL BE INTRUDER-RESISTANT WITH A CONTROLLED ACCESS.
  7. DRY WELL SUMP PUMPS:
    - (A) A DRY WELL MUST USE DUAL SUMP PUMPS, EACH WITH A MINIMUM CAPACITY OF 1,000 GALLONS PER HOUR AND CAPABLE OF HANDLING THE VOLUME OF LIQUID GENERATED DURING PEAK OPERATIONS.
    - (B) A PUMP MUST HAVE A SUBMERSIBLE MOTOR AND WATERTIGHT WIRING.
    - (C) A DRY WELL FLOOR MUST SLOPE TOWARD A SUMP SIZED FOR PROPER DRAINAGE.
    - (D) THE MINIMUM SUMP DEPTH IS 6.0 INCHES AND MUST PREVENT STANDING WATER ON A DRY WELL FLOOR UNDER NORMAL OPERATION.
    - (E) A SUMP PUMP MUST OPERATE AUTOMATICALLY BY USE OF A FLOAT SWITCH OR OTHER LEVEL-DETECTING DEVICE.
    - (F) A SUMP PUMP MUST USE SEPARATE PIPES CAPABLE OF DISCHARGING MORE THAN THE MAXIMUM LIQUID LEVEL OF AN ASSOCIATED WET WELL.
    - (G) A SUMP PUMP OUTLET PIPE MUST BE AT LEAST 1.5 INCHES IN DIAMETER AND HAVE AT LEAST TWO CHECK VALVES IN SERIES.
  8. PUMP CONTROLS.
    - (A) A LIFT STATION PUMP MUST OPERATE AUTOMATICALLY, BASED ON THE WATER LEVEL IN A WET WELL.
    - (B) THE LOCATION OF A WET WELL LEVEL MECHANISM MUST ENSURE THAT THE MECHANISM IS UNAFFECTED BY CURRENTS, RAGS, GREASE, OR OTHER FLOATING MATERIALS.
    - (C) A LEVEL MECHANISM MUST BE ACCESSIBLE WITHOUT ENTERING THE WET WELL.
    - (D) WET WELL CONTROLS WITH A BUBBLER SYSTEM REQUIRE DUAL AIR SUPPLY AND DUAL CONTROLS.
    - (E) MOTOR CONTROL CENTERS MUST BE MOUNTED AT LEAST 4.0 INCHES ABOVE GRADE TO PREVENT WATER INTRUSION AND CORROSION FROM STANDING WATER IN THE ENCLOSURE.
    - (F) ELECTRICAL EQUIPMENT AND ELECTRICAL CONNECTIONS IN A WET WELL OR A DRY WELL MUST MEET NATIONAL FIRE PREVENTION ASSOCIATION 70 NATIONAL ELECTRIC CODE EXPLOSION PREVENTION REQUIREMENTS, UNLESS CONTINUOUS VENTILATION IS PROVIDED.
  9. WET WELLS.
    - (A) A WET WELL MUST BE ENCLOSED BY WATERTIGHT AND GAS TIGHT WALLS.
    - (B) A PENETRATION THROUGH A WALL OF A WET WELL MUST BE GAS TIGHT.
    - (C) A WET WELL MUST NOT CONTAIN EQUIPMENT REQUIRING REGULAR OR ROUTINE INSPECTION OR MAINTENANCE, UNLESS INSPECTION AND MAINTENANCE CAN BE DONE WITHOUT STAFF ENTERING THE WET WELL.
    - (D) A GRAVITY PIPE DISCHARGING TO A WET WELL MUST BE LOCATED SO THAT THE INVERT ELEVATION IS ABOVE THE LIQUID LEVEL OF A PUMP'S "ON" SETTING.
    - (E) GATE VALVES AND CHECK VALVES ARE PROHIBITED IN A WET WELL.
    - (F) GATE VALVES AND CHECK VALVES MAY BE LOCATED IN A VALVE VAULT NEXT TO A WET WELL OR IN A DRY WELL.
    - (G) PUMP CYCLE TIME, BASED ON PEAK FLOW, MUST EQUAL OR EXCEED THOSE IN THE FOLLOWING TABLE:

| PUMP HORSEPOWER | MINIMUM CYCLE TIMES (MINUTES) |
|-----------------|-------------------------------|
| < 50            | 6                             |
| 50-100          | 10                            |
| > 100           | 15                            |

- (A) AN EVALUATION OF MINIMUM WET WELL VOLUME REQUIRES THE FOLLOWING FORMULA:  
WHERE:  
V = ACTIVE VOLUME (CUBIC FEET)  
Q = PUMP CAPACITY (GALLONS PER MINUTE)  
T = CYCLE TIME (MINUTES)  
 $7.48 =$  CONVERSION FACTOR (GALLONS/CUBIC FOOT)

10. WET WELL SLOPES.
  - (A) A WET WELL FLOOR MUST HAVE A SMOOTH FINISH AND MINIMUM SLOPE OF 10% TO A PUMP INTAKE.
  - (B) A WET WELL DESIGN MUST PREVENT DEPOSITION OF SOLIDS UNDER NORMAL OPERATING CONDITIONS.
  - (C) A LIFT STATION WITH GREATER THAN 5.0 MILLION GALLONS PER DAY FIRM PUMPING CAPACITY MUST HAVE ANTI-VORTEX BAFFLING.
11. DRY WELL ACCESS.
  - (A) AN UNDERGROUND DRY WELL MUST BE ACCESSIBLE.
  - (B) A STAIRWAY IN A DRY WELL MUST USE NON-SLIP STEPS AND CONFORM TO OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS WITH RESPECT TO RISE AND RUN.
  - (C) A LADDER IN A DRY WELL MUST MADE OF NON-CONDUCTIVE MATERIAL AND RATED FOR THE LOAD NECESSARY FOR STAFF AND EQUIPMENT TO DESCEND AND ASCEND.
12. VENTILATION SHALL BE PROVIDED FOR LIFT STATIONS, INCLUDING BOTH WET AND DRY WELLS.
13. HOISTING EQUIPMENT. A LIFT STATION MUST HAVE PERMANENT HOISTING EQUIPMENT OR BE ACCESSIBLE TO PORTABLE HOISTING EQUIPMENT FOR REMOVAL OF PUMPS, MOTORS, VALVES, PIPES, AND OTHER SIMILAR EQUIPMENT.
14. A FLOOR DRAIN FROM A VALVE VAULT TO A WET WELL MUST PREVENT GAS FROM ENTERING A VALVE VAULT BY INCLUDING FLAP VALVES, "P" TRAPS, SUBMERGED OUTLETS, OR A COMBINATION OF THESE DEVICES.
15. PUMPS.
  - (A) GENERAL REQUIREMENTS. A RAW WASTEWATER PUMP, WITH THE EXCEPTION OF A GRINDER PUMP, MUST:
    - (1) BE DESIGNED TO PREVENT CLOGGING;
    - (2) BE CAPABLE OF PASSING A SPHERE OF 2.5 INCHES IN DIAMETER OR GREATER; AND
    - (3) HAVE GREATER THAN 3.0 INCH DIAMETER SUCTION AND DISCHARGE OPENINGS.
  - (B) SUBMERSIBLE AND NON-SUBMERSIBLE PUMPS.
    - (1) A NON-SUBMERSIBLE PUMP MUST HAVE INSPECTION AND CLEANOUT PLATES ON BOTH THE SUCTION AND DISCHARGE SIDES OF EACH PUMPING UNIT THAT FACILITATE LOCATING AND REMOVING BLOCKAGE-CAUSING MATERIALS, UNLESS THE PUMP DESIGN

- ACCOMMODATES EASY REMOVAL OF THE ROTATION ELEMENTS.

  - (2) A PUMP SUPPORT MUST PREVENT MOVEMENT AND VIBRATION DURING OPERATION.
  - (3) A SUBMERSIBLE PUMP MUST USE A RAIL-TYPE PUMP SUPPORT SYSTEM WITH MANUFACTURER-APPROVED MECHANISMS DESIGNED TO ALLOW PERSONNEL TO REMOVE AND REPLACE ANY SINGLE PUMP WITHOUT ENTERING OR DEWATERING THE WET WELL.
  - (4) SUBMERSIBLE PUMP RAILS AND LIFTING CHAINS MUST BE CONSTRUCTED OF A MATERIAL THAT PERFORMS TO AT LEAST THE STANDARD OF SERIES 300 STAINLESS STEEL.

(C) LIFT STATION PUMPING CAPACITY. THE FIRM PUMPING CAPACITY OF A LIFT STATION MUST HANDLE THE EXPECTED PEAK FLOW.

(D) PUMP HEAD CALCULATIONS.

  - (1) AN OWNER SHALL SELECT A PUMP BASED UPON ANALYSIS OF THE SYSTEM HEAD AND PUMP CAPACITY CURVES THAT DETERMINE THE PUMPING CAPACITIES ALONE AND WITH OTHER PUMPS AS THE TOTAL DYNAMIC-HEAD INCREASES DUE TO ADDITIONAL FLOWS PUMPED THROUGH A FORCE MAIN.
  - (2) THE PIPE HEAD LOSS CALCULATIONS, USING THE HYDRAULIC INSTITUTE STANDARDS, PERTAINING TO HEAD LOSSES THROUGH PIPES, VALVES, AND FITTINGS, MUST BE INCLUDED IN THE REPORT.
  - (3) THE SELECTED FRICTION COEFFICIENT (HAZEN-WILLIAMS "C" VALUE) USED IN FRICTION HEAD LOSS CALCULATIONS MUST BE BASED ON THE PIPE MATERIAL SELECTED.
  - (4) FOR A LIFT STATION WITH MORE THAN TWO PUMPS, A FORCE MAIN IN EXCESS OF ONE-HALF MILE, OR FIRM PUMPING CAPACITY OF 100 GALLONS PER MINUTE OR GREATER, SYSTEM CURVES MUST BE PROVIDED FOR BOTH THE NORMAL AND PEAK OPERATING CONDITIONS AT C VALUES FOR PROPOSED AND EXISTING PIPE.

(E) FLOW CONTROL.

  - (1) A LIFT STATION OR A TRANSFER PUMPING STATION LOCATED AT OR DISCHARGING DIRECTLY TO A WASTEWATER TREATMENT SYSTEM MUST HAVE A PEAK PUMP CAPACITY EQUAL TO OR LESS THAN THE PEAK DESIGN FLOW, UNLESS EQUALIZATION IS PROVIDED.
  - (2) A WASTEWATER TREATMENT SYSTEM WITH A PEAK FLOW THAT IS GREATER THAN 300,000 GALLON PER DAY MUST USE THREE OR MORE PUMPS, UNLESS DUPLEX, AUTOMATICALLY CONTROLLED, VARIABLE CAPACITY PUMPS ARE PROVIDED.

(F) SELF-PRIMING PUMPS.

  - (1) A SELF-PRIMING PUMP MUST BE CAPABLE OF PRIMING WITHOUT RELIANCE UPON A SEPARATE PRIMING SYSTEM, AN INTERNAL FLAP VALVE, OR ANY EXTERNAL MEANS FOR PRIMING.
  - (2) A SELF-PRIMING PUMP MUST USE A SUCTION PIPE VELOCITY AT LEAST 3.0 FEET PER SECOND BUT NOT MORE THAN 7.0 FEET PER SECOND, AND MUST INCORPORATE ITS OWN SUCTION PIPE.
  - (3) A SELF-PRIMING PUMP MUST VENT AIR BACK INTO THE WET WELL DURING PRIMING.

(G) VACUUM-PRIMING PUMPS.

  - (1) A VACUUM-PRIMED PUMP MUST BE CAPABLE OF PRIMING BY USING A SEPARATE POSITIVE PRIMING SYSTEM WITH A DEDICATED VACUUM PUMP FOR EACH MAIN WASTEWATER PUMP.
  - (2) A VACUUM-PRIMING PUMP MUST USE A SUCTION PIPE VELOCITY AT LEAST 3.0 FEET PER SECOND BUT LESS THAN 7.0 FEET PER SECOND AND MUST HAVE ITS OWN SUCTION PIPE.

(H) VERTICAL POSITIONING OF PUMPS. A RAW WASTEWATER PUMP MUST HAVE POSITIVE STATIC SUCTION HEAD DURING NORMAL ON-OFF CYCLING, EXCEPT A SUBMERSIBLE PUMP WITH "NO SUNCTION" PIPES, A VACUUM-PRIMED PUMP, OR A SELF-PRIMING UNIT CAPABLE OF SATISFACTORY OPERATION UNDER ANY NEGATIVE SUCTION HEAD ANTICIPATED FOR THE LIFT STATION.

(I) INDIVIDUAL GRINDER PUMPS. A GRINDER PUMP SERVING ONLY ONE RESIDENTIAL OR COMMERCIAL STRUCTURE THAT IS PRIVATELY OWNED, MAINTAINED, AND OPERATED IS NOT SUBJECT TO THE RULES OF THIS CHAPTER.

(J) PUMP FOR LOW-FLOW LIFT STATION. A PUMP USED FOR A LIFT STATION WITH A PEAK FLOW OF LESS THAN 120 GALLONS PER MINUTE MUST BE SUBMERSIBLE AND INCLUDE A GRINDER.

PIPING.

(A) HORIZONTAL PUMP SUCTIONS.

  - (1) EACH PUMP MUST HAVE A SEPARATE SUCTION PIPE THAT USES AN ECCENTRIC REDUCER.
  - (2) PIPES IN A WET WELL MUST HAVE A TURNDOWN TYPE FLARED INTAKE.

(B) VALVES.

  - (1) THE DISCHARGE SIDE OF EACH PUMP FOLLOWED BY A FULL-CLOSING ISOLATION VALVE MUST ALSO HAVE A CHECK VALVE.
  - (A) A CHECK VALVE MUST BE A SWING TYPE VALVE WITH AN EXTERNAL LEVER.
  - (B) A VALVE MUST INCLUDE A POSITION INDICATOR TO SHOW ITS OPEN AND CLOSED POSITIONS, UNLESS A FULL-CLOSING VALVE IS A RISING-STEM GATE VALVE.
  - (2) A GRINDER PUMP INSTALLATION MAY USE A RUBBER-BALL CHECK VALVE OR A SWING-TYPE CHECK VALVE.
  - (3) A BUTTERFLY VALVE, TILTING-DISC CHECK VALVE, OR ANY OTHER VALVE USING A TILTING-DISC IN A FLOW PIPE IS PROHIBITED.

(C) PIPES.

  - (1) A LIFT STATION PIPE MUST HAVE FLANGED OR FLEXIBLE CONNECTIONS TO ALLOW FOR REMOVAL OF PUMPS AND VALVES WITHOUT INTERRUPTION OF THE LIFT STATION OPERATIONS.
  - (2) WALL PENETRATIONS MUST ALLOW FOR PIPE FLEXURE WHILE EXCLUDING INFILTRATION OR INFILTRATION.
  - (3) PIPE SUCCTION VELOCITIES MUST BE AT LEAST 3.0 FEET PER SECOND BUT NOT MORE THAN 7.0 FEET PER SECOND.

EMERGENCY PROVISIONS FOR LIFT STATIONS.

(A) A COLLECTION SYSTEM LIFT STATION MUST BE EQUIPPED WITH A TESTED QUICK-CONNECT MECHANISM OR A TRANSFER SWITCH PROPERLY SIZED TO CONNECT TO A PORTABLE GENERATOR, IF NOT EQUIPPED WITH AN ONSITE GENERATOR.

(B) LIFT STATIONS MUST INCLUDE AN AUDIOVISUAL ALARM SYSTEM AND THE SYSTEM MUST TRANSMIT ALL ALARM CONDITIONS THROUGH USE OF AN AUTO-DIALER SYSTEM, SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM, OR TELEMETERING SYSTEM CONNECTED TO A CONTINUOUSLY MONITORED LOCATION.

(C) AN ALARM SYSTEM MUST SELF-ACTIVATE FOR A POWER OUTAGE, PUMP FAILURE, OR A HIGH WET WELL WATER LEVEL.

(D) A LIFT STATION CONSTRUCTED TO PUMP RAW WASTEWATER MUST HAVE SERVICE RELIABILITY BASED ON:

  - (1) RETENTION CAPACITY.
  - (A) THE RETENTION CAPACITY IN A LIFT STATION'S WET WELL AND INCOMING GRAVITY PIPES MUST PREVENT DISCHARGES OF UNTREATED WASTEWATER AT THE LIFT STATION OR ANY POINT UPSTREAM FOR A PERIOD OF TIME EQUAL TO THE LONGEST ELECTRICAL OUTAGE RECORDED DURING THE PAST 24 MONTHS, BUT NOT LESS THAN 20 MINUTES.
  - (B) FOR CALCULATION PURPOSES, THE OUTAGE PERIOD BEGINS WHEN A LIFT STATION PUMP FINISHED ITS LAST NORMAL CYCLE, EXCLUDING A STANDBY PUMP.
  - (1) ON-SITE GENERATORS. A LIFT STATION MAY BE PROVIDED EMERGENCY POWER BY ON-SITE, AUTOMATIC ELECTRICAL GENERATORS SIZED TO OPERATE THE LIFT STATION AT ITS FIRM PUMPING CAPACITY OR AT THE AVERAGE DAILY FLOW, IF THE PEAK FLOW CAN BE STORED IN THE COLLECTION SYSTEM.
  - (2) PORTABLE GENERATORS AND PUMPS.
  - (A) A LIFT STATION MAY USE PORTABLE GENERATORS AND PUMPS TO GUARANTEE SERVICE IF THE REPORT INCLUDES:
  - (3) THE STORAGE LOCATION OF EACH GENERATOR AND PUMP;
  - (4) THE AMOUNT OF TIME THAT WILL BE NEEDED TO TRANSPORT EACH GENERATOR OR PUMP TO A LIFT STATION;
  - (5) THE NUMBER OF LIFT STATIONS FOR WHICH EACH GENERATOR OR PUMP IS DEDICATED AS A BACKUP; AND
  - (6) THE TYPE OF ROUTINE MAINTENANCE AND UPKEEP PLANNED FOR EACH PORTABLE GENERATOR AND PUMP TO ENSURE THAT THEY WILL BE OPERATIONAL WHEN NEEDED.
  - (B) AN OPERATOR THAT IS KNOWLEDGEABLE IN OPERATION OF THE PORTABLE GENERATORS AND PUMPS SHALL BE ON CALL 24 HOURS PER DAY EVERY DAY.
  - (C) THE SIZE OF A PORTABLE GENERATOR MUST HANDLE THE FIRM PUMPING CAPACITY OF THE LIFT STATION.

(E) SPILL CONTAINMENT STRUCTURES.

  - (1) THE USE OF A SPILL CONTAINMENT STRUCTURE AS A SOLE MEANS OF PROVIDING SERVICE RELIABILITY IS PROHIBITED.
  - (2) A LIFT STATION MAY USE A SPILL CONTAINMENT STRUCTURE IN ADDITION TO ONE OF THE SERVICE RELIABILITY OPTIONS DETAILED IN THIS IN SUBSECTION (A) OF THIS SECTION.
  - (3) THE REPORT MUST INCLUDE A DETAILED MANAGEMENT PLAN FOR CLEANING AND MAINTAINING EACH SPILL CONTAINMENT STRUCTURE.
  - (4) A SPILL CONTAINMENT STRUCTURE MUST HAVE A LOCKED GATE AND BE SURROUNDED AN INTRUDER RESISTANT FENCE THAT IS 6.0 FEET HIGH CHAIN LINK, MASONRY, OR BOARD FENCE WITH AT LEAST THREE STRANDS OF BARBED WIRE OR 8.0 FEET HIGH CHAIN LINK, MASONRY, OR BOARD FENCE WITH AT LEAST ONE STRAND OF BARBED WIRE.

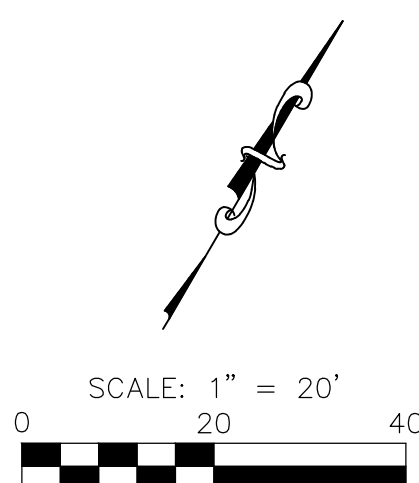
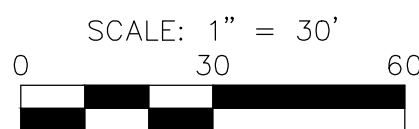
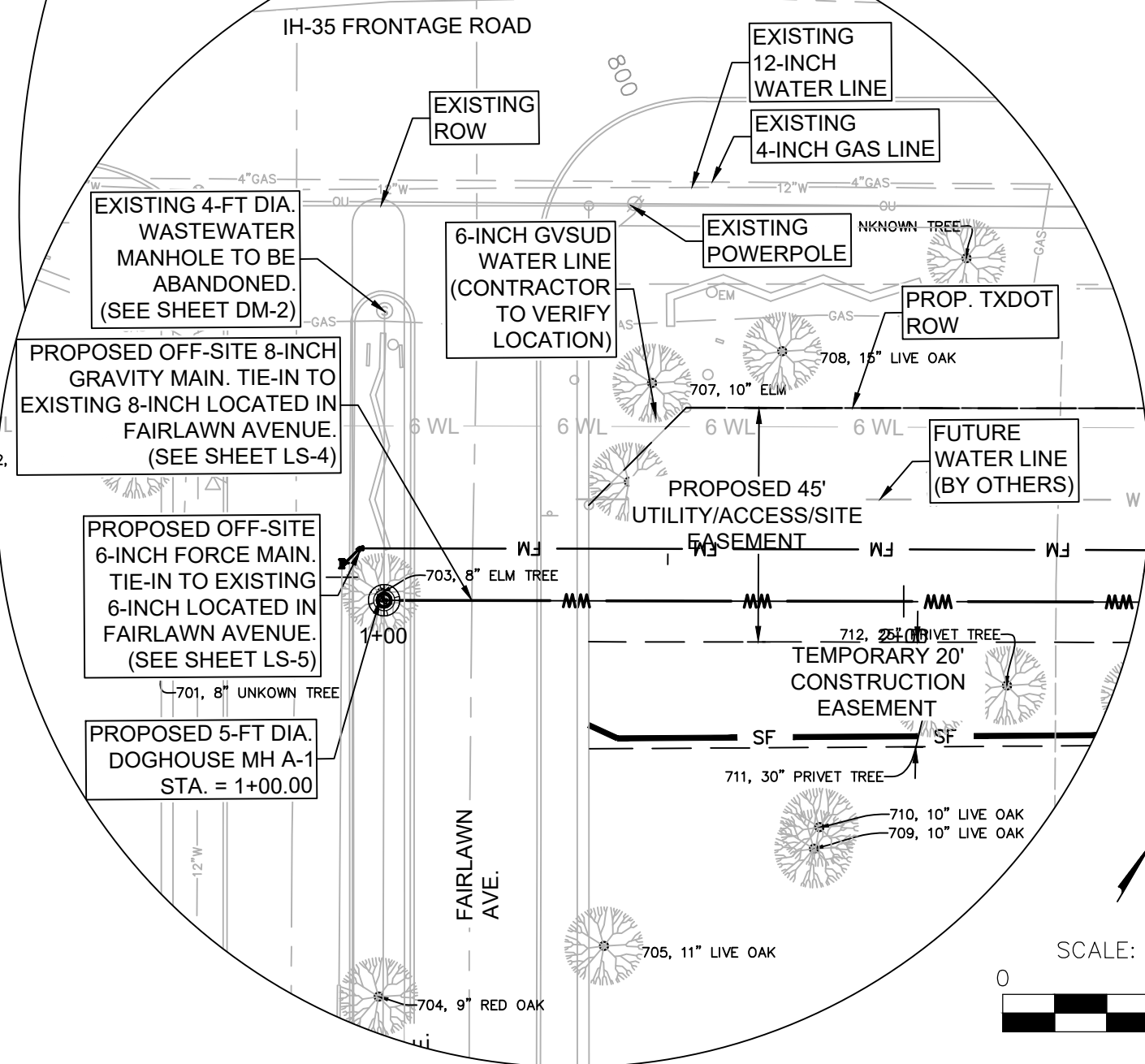
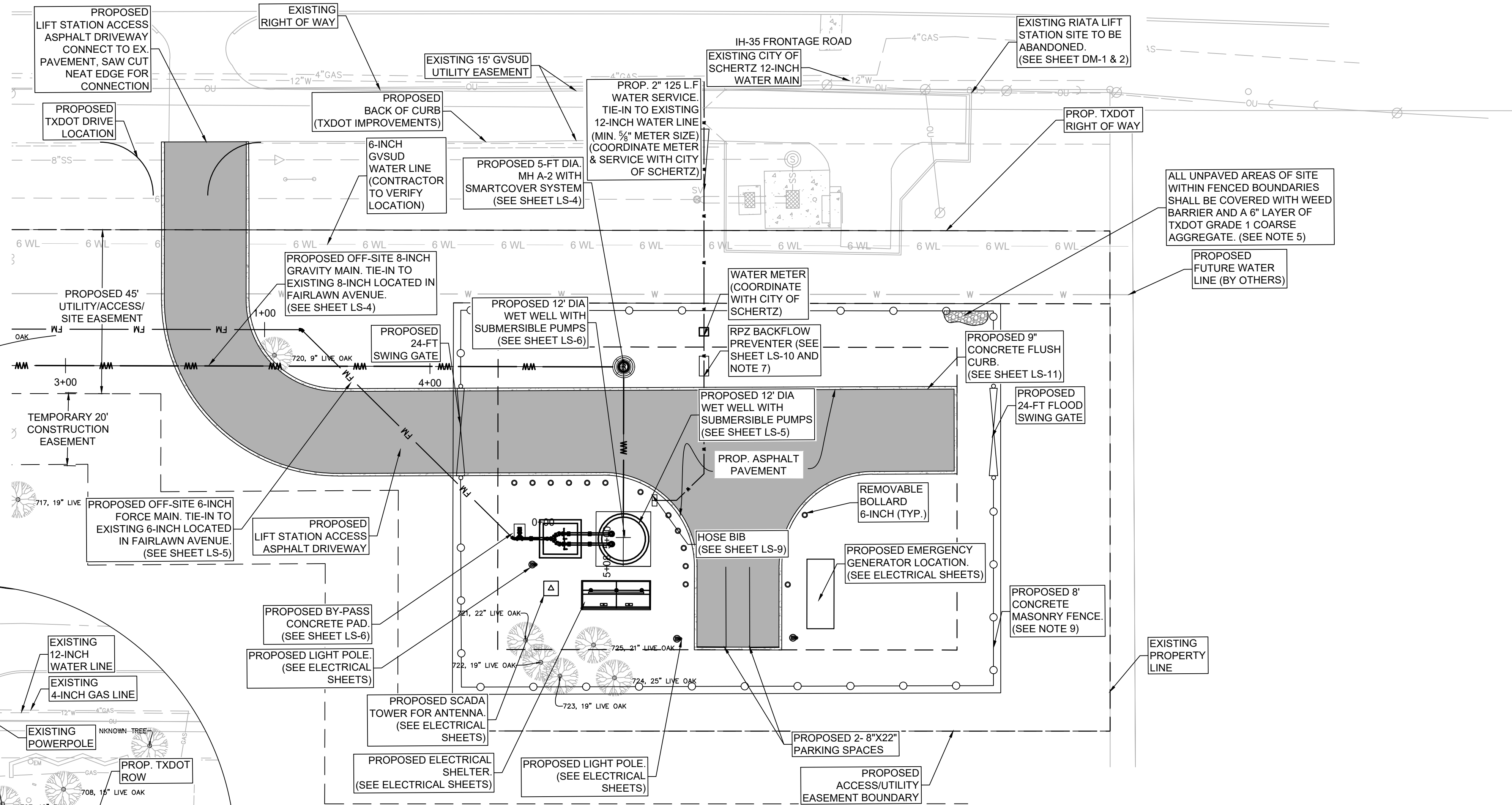
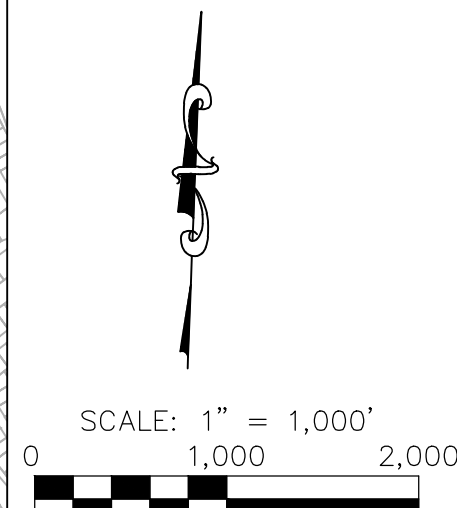
(F) A LIFT STATION MUST BE FULLY ACCESSIBLE DURING A 25-YEAR 24-HOUR RAINFALL EVENT.









(G) LIFT STATION SYSTEM CONTROLS MUST PREVENT OVER-PUMPING UPON RESUMPTION OF NORMAL POWER AFTER A POWER FAILURE. BACKUP OR STANDBY UNITS MUST BE ELECTRICALLY INTERLOCKED TO PREVENT OPERATION AT THE SAME TIME THAT OTHER LIFT STATIONS PUMPS ARE OPERATING ONLY ON THE RESUMPTION OF NORMAL POWER AFTER A POWER FAILURE.









- |   |                                 |
|---|---------------------------------|
|  | EXISTING MANHOLE                |
|  | PROPOSED BOLLARD                |
|  | PROPOSED LIGHTPOLE              |
|  | PROPOSED WASTEWATER LINE        |
|  | PROPOSED MASONRY CONCRETE FENCE |
|  | PROPOSED WATER SERVICE          |
|  | COARSE AGGREGATE                |
|  | ASPHALT PAVEMENT                |

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING FEATURES DURING CONSTRUCTION. ANY FEATURES DAMAGED SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
2. UTILITIES SUCH AS WATER, ELECTRIC, GAS, FIBER OPTICS, AND TELECOMMUNICATIONS MAY EXIST WITHIN THE WORK AREA. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES SHOWN AND NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO THE UTILITIES CAUSED BY THE CONTRACTOR'S OPERATION.
3. QUANTITIES SHOWN ARE ESTIMATES ONLY. CONTRACTOR TO VERIFY ALL QUANTITIES.
4. INSTALL PROTECTIVE REMOVABLE BOLLARDS. VERIFY LOCATION WITH CITY OF SCHERTZ INSPECTOR.
5. ALL UNPAVED AREAS OF SITE WITHIN FENCED BOUNDARIES SHALL BE COVERED WITH WEED BARRIER AND A 6" LAYER OF TxDOT GRADE 1 COARSE AGGREGATE.
6. 1" WOODFOUR D11 NON-FREEZE YARD HYDRANT WITH 50' HEAVY DUTY RUBBER HOSE, BRASS ADJUSTABLE SPRAY NOZZLE, AND MCMASTER-CARR 5332KS33 HOSE RACK.
7. PROVIDE WATTS 009 RPZ BACKFLOW PREVENTER WITH BRASS PIPE/FITTINGS/VALVES, INSULATED AND HEATED ALUMINUM ENCLOSURE, AND CAST-IN-PLACE REINFORCED CONCRETE PAD.
8. INSTALL PIPE UNIONS INSIDE ENCLOSURE ON EACH SIDE OF RPZ ASSEMBLY. MINIMUM CLEARANCE INSIDE THE ENCLOSURE SHALL BE 12" BELOW, 3" ABOVE, AND 6" SIDES. PROVIDE LICENSED FIELD TESTING CERTIFICATION FOR RPZ.
9. CONTRACTOR SHALL INSTALL AN 8-FOOT TALL STANDARD LIMESTONE COLOR VERTI-CRETE (MODEL V-2.8) MASONRY OR CONCRETE FENCE AND GATE OR APPROVED EQUAL. SEE SHEET LS-9, SEE DETAIL 18.
10. ALL ELECTRICAL FOR LIFT STATION TO BE SERVED USING UNDERGROUND ONLY. SEE ELECTRICAL SHEETS FOR DETAILS.

| CITY OF SCHERTZ SITE PLAN CHECKLIST |  |
|-------------------------------------|--|
| OWNER                               | CITY OF SCHERTZ<br>1400 SCHERTZ PARKWAY,<br>SCHERTZ, TEXAS 78154 |
| LAND USE                            | COMMERCIAL   |
| PROPOSED LAND USE                   | PUBLIC UTILITY INFRASTRUCTURE                                    |
| ZONING                              | GENERAL BUSINESS   |
| SUBDIVISION NAME                    | RIATA SUBDIVISION  |
| LOT AREA (ACREAGE)                  | 0.91 AC  |
| LOT AREA (SQUARE FEET)              | 39,728 FT <sup>2</sup>   |
| BUILDING AREA (SQUARE FEET)         | 366 FT <sup>2</sup>  |
| BUILDING HEIGHT (FEET)              | 9.5  |
| SITE IMPERVIOUS COVER PERCENTAGE    | 21.8%  |
| TOTAL SITE IMPERVIOUS COVER         | 8,468 FT <sup>2</sup>  |
| TOTAL PARKING                       | 2  |



**UTILITY  
ENGINEERING  
GROUP, PLLC**

151 N. Loop Ave. New Braunfels, Texas 78130 PH: (830) 244-6521  
 Texas Engineering Firm E-18712



## IH-35 RIATA LIFT STATION RELOCATION AND OFFSITE SEWER IMPROVEMENTS

## LIFT STATION SITE PLAN

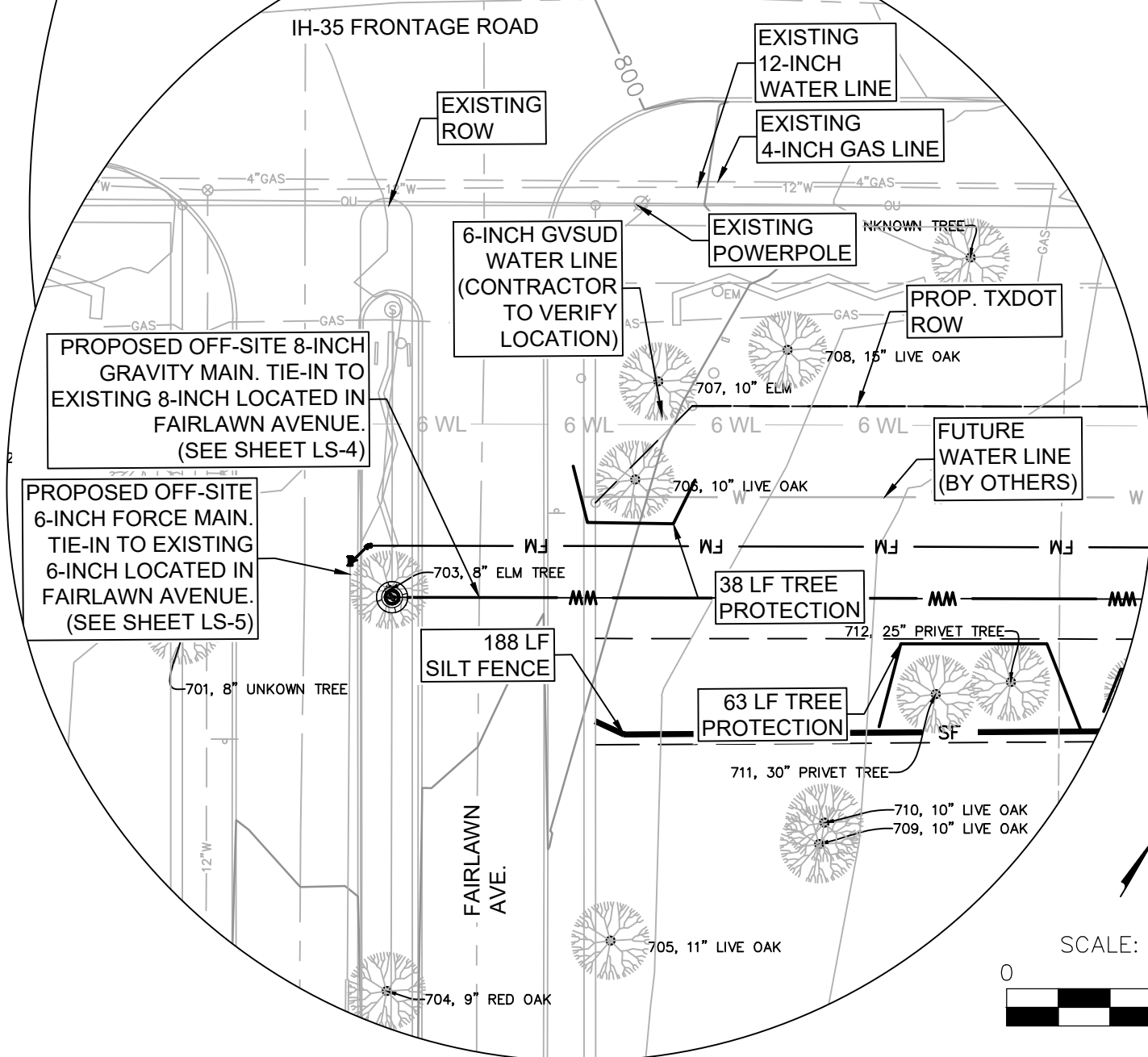
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|                         |
|-------------------------|
| SCALE:                  |
| DATE: 01 February, 2023 |
| PROJECT NO: 8032-03     |

|                 |
|-----------------|
| DESIGNED BY:PND |
| DRAWN BY:PND    |

CHECKED BY: DK

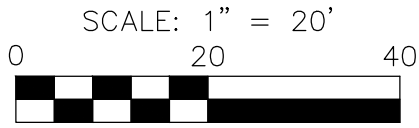
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LS-1











| Point # | Description    | Remove |
|---------|----------------|--------|
| 700     | 10" REDBUD     | NO     |
| 701     | 8" UNKOWN TREE | NO     |
| 702     | 8" RED OAK     | NO     |
| 703     | 8" ELM TREE    | YES    |
| 704     | 9" RED OAK     | NO     |
| 705     | 11" LIVE OAK   | NO     |
| 706     | 10" LIVE OAK   | NO     |
| 707     | 10" ELM        | NO     |
| 708     | 15" LIVE OAK   | NO     |
| 709     | 10" LIVE OAK   | NO     |

| Point Tree Table |                    |        |
|------------------|--------------------|--------|
| Point #          | Description        | Remove |
| 710              | 10" LIVE OAK       | NO     |
| 711              | 30" PRIVET TREE    | NO     |
| 712              | 25" PRIVET TREE    | NO     |
| 713              | 9" UNKNOWN TREE    | NO     |
| 714              | 20" PRIVET TREE    | NO     |
| 715              | 8" PRIVET TREE     | NO     |
| 716              | 18" PRIVET TREE    | NO     |
| 717              | 19" LIVE OAK       | NO     |
| 718              | 23" LIVE OAK       | YES    |
| 719              | 10" SOAPBERRY TREE | YES    |

| Point # | Description  | Remove |
|---------|--------------|--------|
| 720     | 9" LIVE OAK  | YES    |
| 721     | 22" LIVE OAK | NO     |
| 722     | 19" LIVE OAK | NO     |
| 723     | 19" LIVE OAK | NO     |
| 724     | 25" LIVE OAK | NO     |
| 725     | 21" LIVE OAK | NO     |



### LEGEND

-  EXISTING MANHOLE  
 PROPOSED BOLLARD  
 PROPOSED LIGHTPOLE  
 PROPOSED WASTEWATER LINE  
 PROPOSED MASONRY CONCRETE FENCE  
 PROPOSED WATER SERVICE  
 COARSE AGGREGATE  
 ASPHALT PAVEMENT

SITE INFORMATION:

LIFT STATION NUMBER/NAME: IH-35 RIATA LIFT STATION  
RELOCATION AND OFFSITE SEWER IMPROVEMENTS  
LOCATED AT: IH-35, SCHERTZ, TEXAS  
LATITUDE: N29° 37' 22.24" LONGITUDE: W98° 14' 37.41"  
LOCATED WITHIN 100-YR FLOODPLAIN?: NO  
LOCATED WITHIN EDWARDS AQUIFER?: NO

NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING FEATURES DURING CONSTRUCTION, ANY FEATURES DAMAGED SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
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**UTILITY  
ENGINEERING  
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191 N. Union Ave NEW BRAUNFELS, TEXAS 78130 PH: (830) 214-0521



## IH-35 RIATA LIFT STATION RELOCATION AND OFFSITE SEWER IMPROVEMENTS

LIFT STATION GRADING, EROSION & SEDIMENTATION CONTROL PLAN

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
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|  |  |  |  |  |  |  |

SCALE:  
DATE: 01 February, 2023  
PROJECT NO: 8032-03

DESIGNED BY:PND  
DRAWN BY: PND

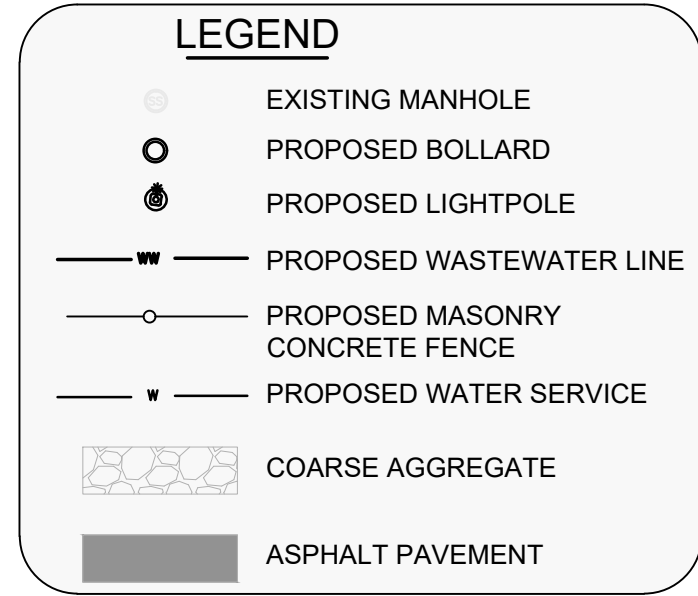
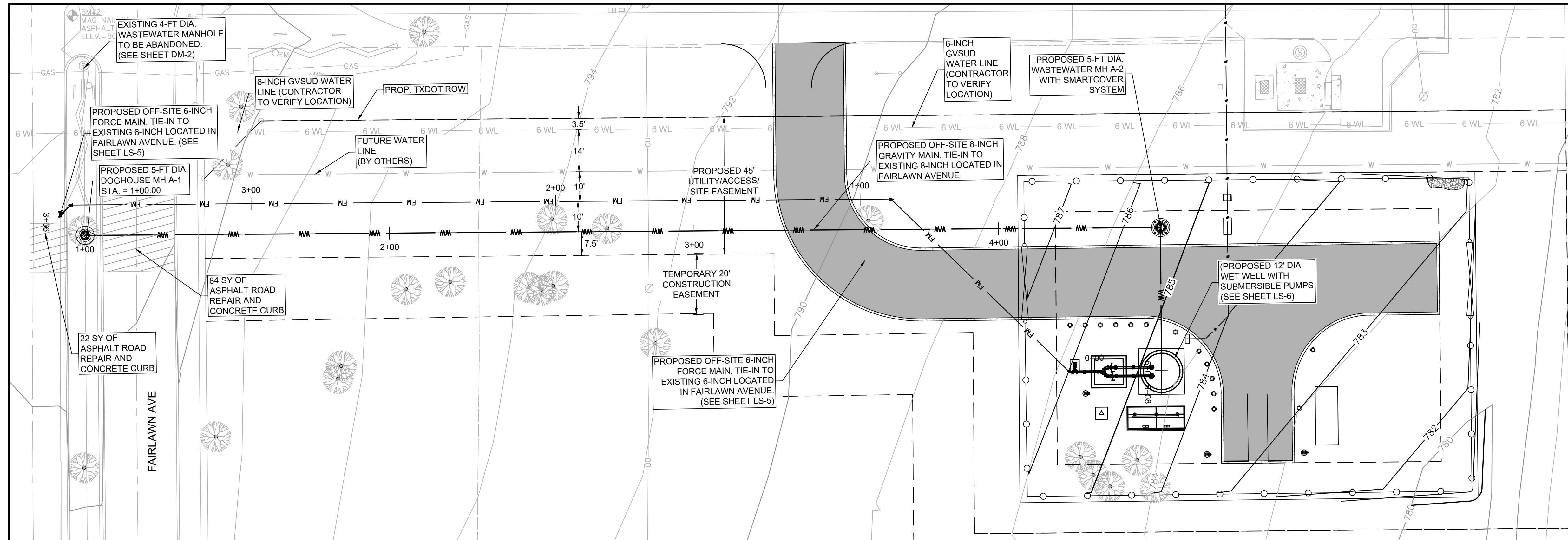
CHECKED BY: DK  
SHEET NO.

LS-2

OF 36 SHEETS



E:\Projects\2023\City of Schertz\03 - Riata Lift Station Relocation\DWG\Drawings\BASE FILE 1.dwg T&E: OFF-SITE 8" GRAVITY MAIN PLOTTED: 2/1/2023 8:44 AM BY: JROD/EE1

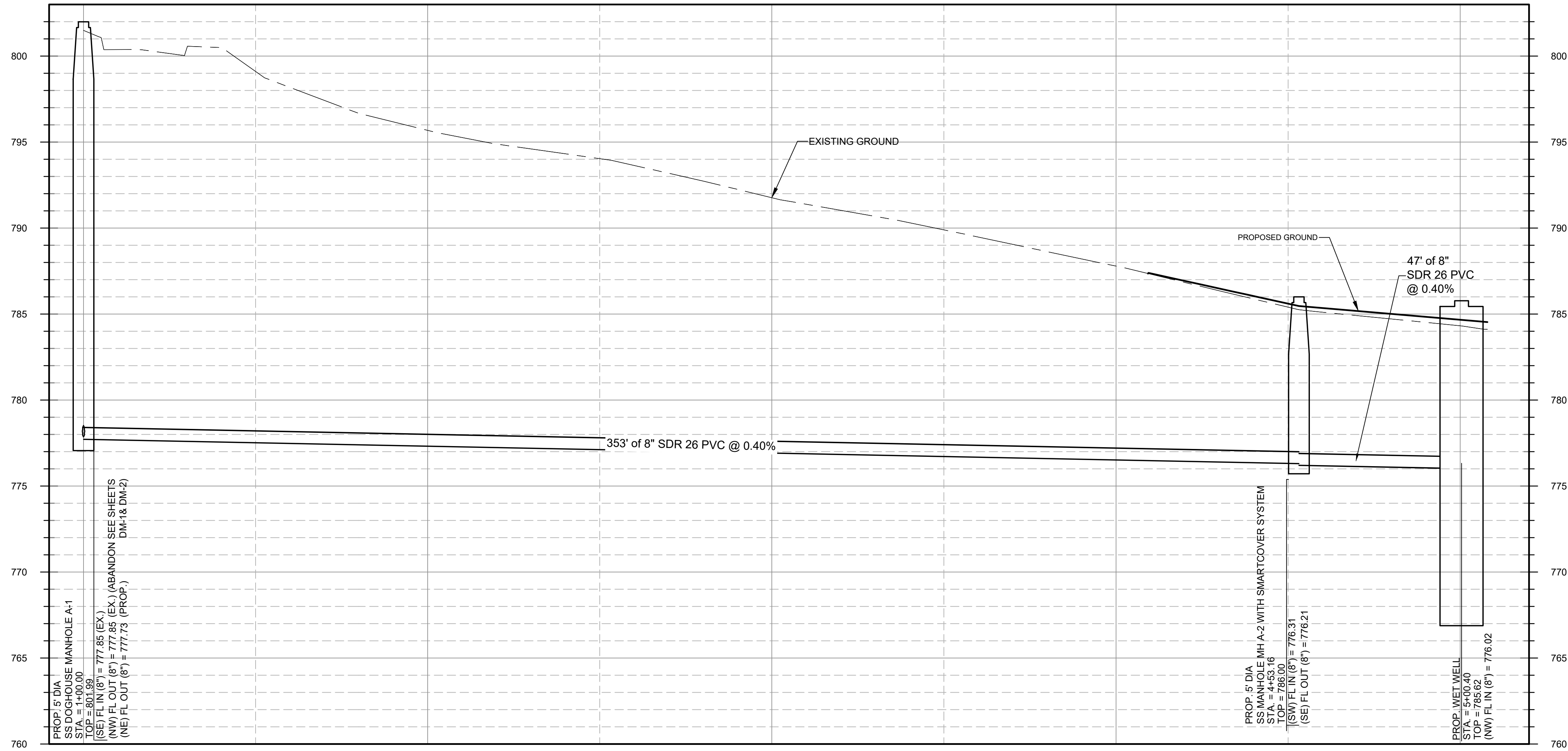


**SITE INFORMATION:**

LIFT STATION NUMBER/NAME: IH-35 RIATA LIFT STATION  
RELOCATION AND OFFSITE SEWER IMPROVEMENTS  
LOCATED AT: IH-35, SCHERTZ, TEXAS  
LATITUDE: N29° 37' 22.24" LONGITUDE: W98° 14' 37.41"  
LOCATED WITHIN 100-YR FLOODPLAIN?: NO  
LOCATED WITHIN EDWARDS AQUIFER?: NO

**NOTES:**

1. OPEN CUT AND REPAIR ASPHALT & GRAVEL DRIVES PER DETAILS, MATCH EXISTING MATERIAL.
2. CONTRACTOR TO JOINT RESTRAIN ALL CONNECTION INTO EXISTING LINES, VALVES & FITTINGS.
3. CONTRACTOR TO FIELD VERIFY DEPTH, LOCATION, MATERIAL TYPE, AND SIZE OF EXISTING WASTEWATER LINES.
4. CONTRACTOR RESPONSIBLE FOR ALL FENCING REPAIR.
5. ALL CONSTRUCTION ACTIVITIES TO REMAIN WITHIN THE PERMANENT AND TEMPORARY EASEMENTS AND RIGHT-OF-WAY.



OFF-SITE 8" GRAVITY MAIN PROFILE VIEW

**UTILITY ENGINEERING GROUP PLLC**

9810 Union Ave NEW BRUNSWICK, TEXAS 76133 PH: (817) 214-6821  
Texas Engineering Firm F-18712

DAVID A. KIMMEL  
Professional Engineer  
No. 98878  
State of Texas

**IH-35 RIATA LIFT STATION RELOCATION AND  
OFFSITE SEWER IMPROVEMENTS**

OFF-SITE 8" GRAVITY MAIN

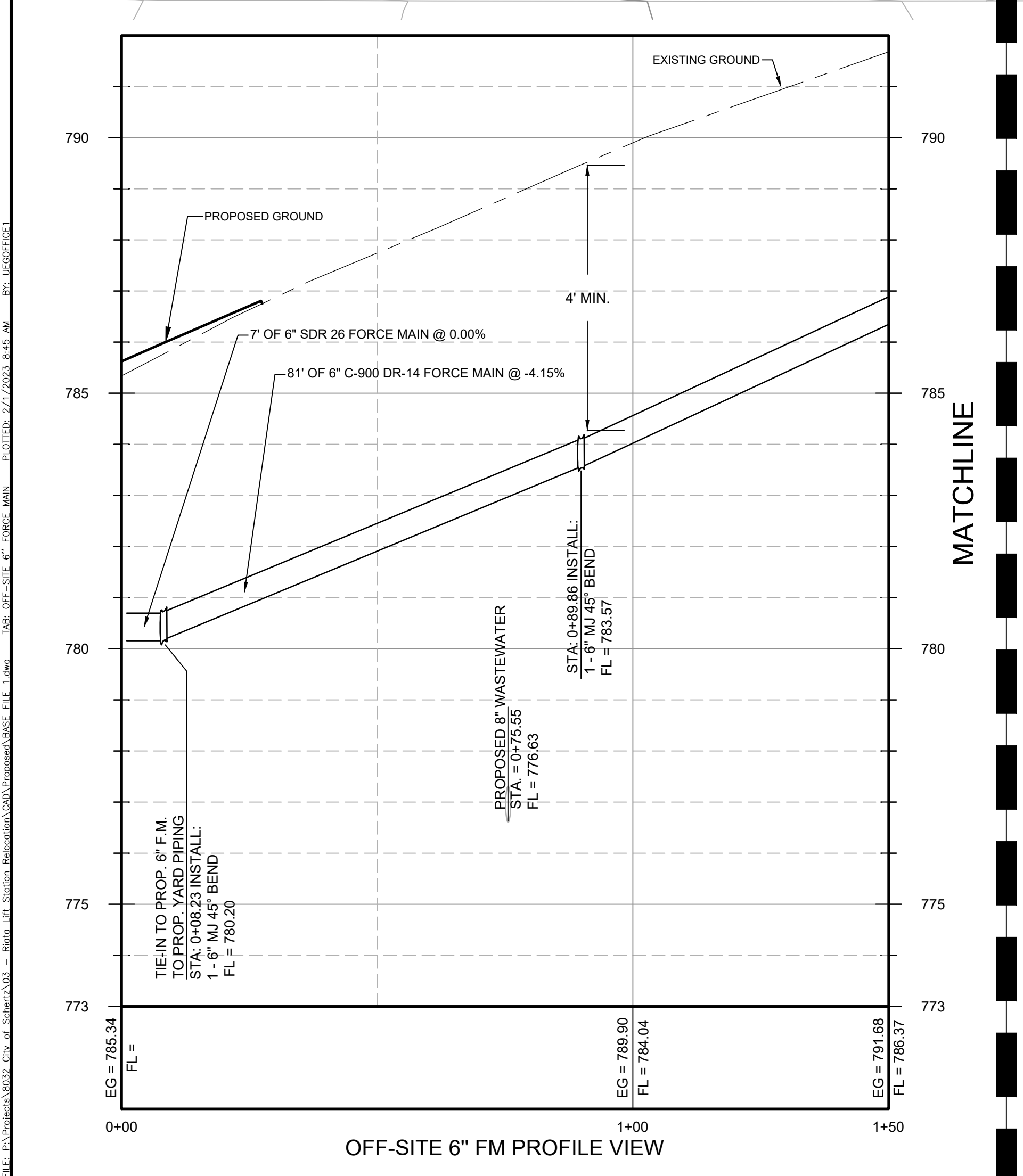
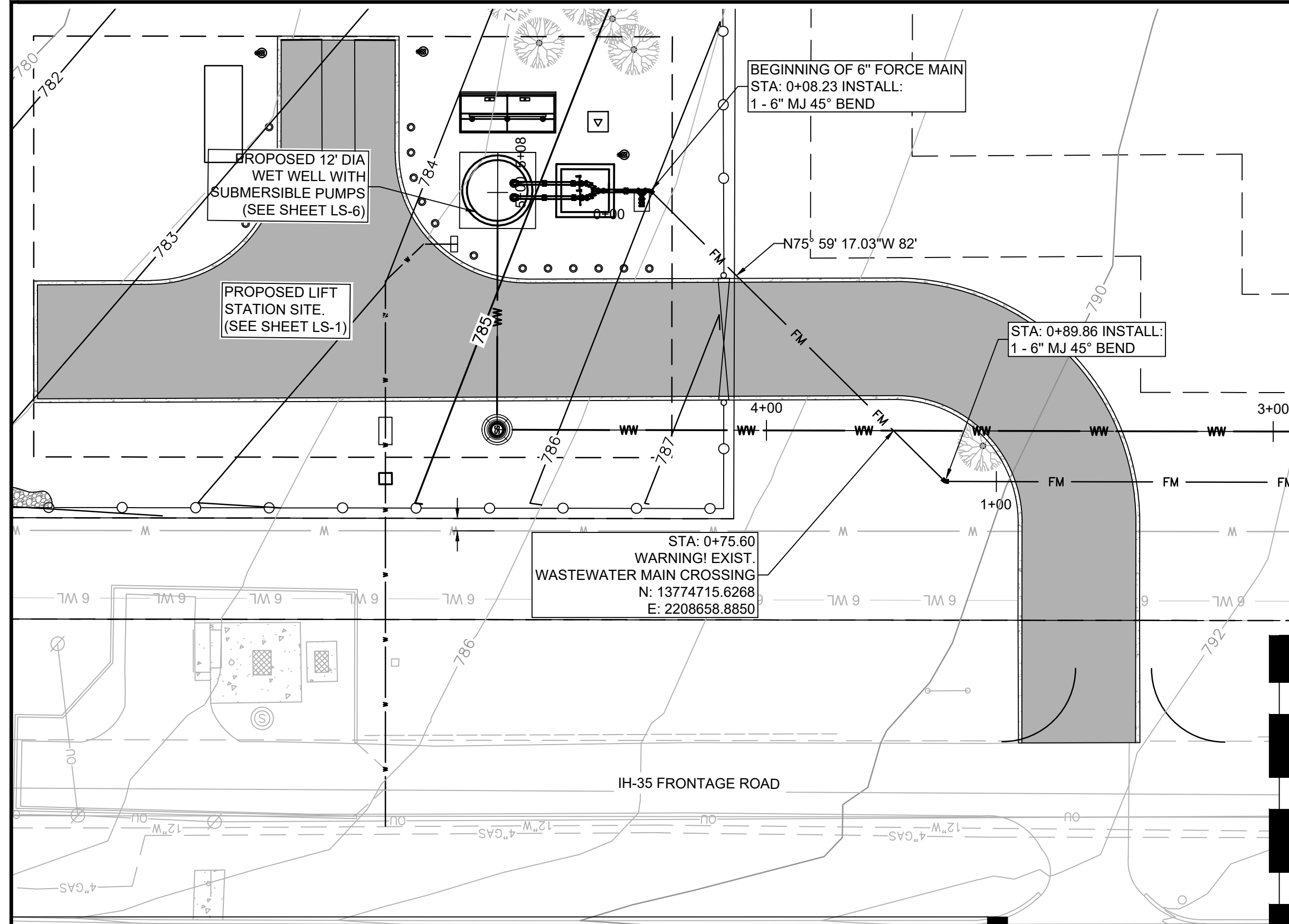
| NO. | REVISIONS | APPD. | DATE |
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|     |           |       |      |

SCALE:  
DATE: 01 February, 2023  
PROJECT NO: 2032-03

DESIGNED BY: PND  
DRAWN BY: PND  
CHECKED BY: DK

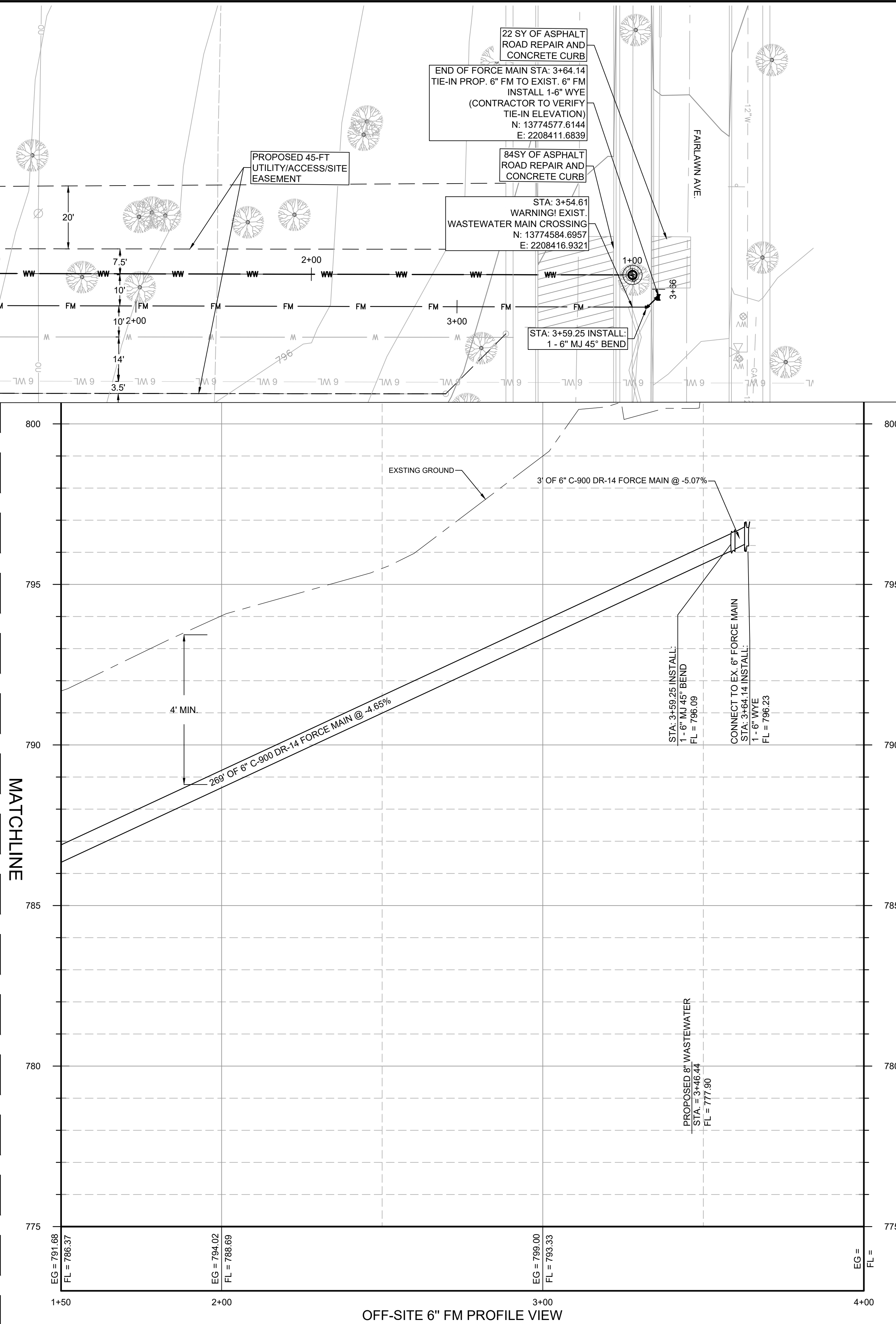
SHEET NO.  
**LS-4**  
OF 36 SHEETS

D:\Projects\19032-03\19032-03.dwg - 8/10/2023 8:45 AM - 19032-03.dwg - 8/10/2023 8:45 AM - 19032-03.dwg - 8/10/2023 8:45 AM



SEE THIS SHEET

SEE THIS SHEET



SCALE: 1" = 20'

0 20 40

**LEGEND**

- EXISTING MANHOLE
- PROPOSED BOLLARD
- PROPOSED LIGHTPOLE
- PROPOSED WASTEWATER LINE
- PROPOSED MASONRY CONCRETE FENCE
- PROPOSED WATER SERVICE
- COARSE AGGREGATE
- ASPHALT PAVEMENT

**SITE INFORMATION:**

LIFT STATION NUMBER/NAME: IH-35 RIATA  
LIFT STATION RELOCATION AND OFFSITE  
SEWER IMPROVEMENTS  
LOCATED AT: IH-35, SCHERTZ, TEXAS  
LATITUDE: N29° 37' 22.24" LONGITUDE: W98°  
14' 37.41"  
LOCATED WITHIN 100-YR FLOODPLAIN?: NO  
LOCATED WITHIN EDWARDS AQUIFER?: NO

**NOTES:**

- OPEN CUT AND REPAIR ASPHALT & GRAVEL DRIVES PER DETAILS, MATCH EXISTING MATERIAL
- CONTRACTOR TO JOINT RESTRAIN ALL CONNECTION INTO EXISTING LINES, VALVES & FITTINGS.
- CONTRACTOR TO FIELD VERIFY DEPTH, LOCATION, MATERIAL TYPE, AND SIZE OF EXISTING WASTEWATER LINES.
- CONTRACTOR RESPONSIBLE FOR ALL FENCING REPAIR.
- ALL CONSTRUCTION ACTIVITIES TO REMAIN WITHIN THE PERMANENT AND TEMPORARY EASEMENTS AND RIGHT-OF-WAY.
- CONTRACTOR TO INSTALL DEFLECTIONS AT BENDS PER MANUFACTURER'S RECOMMENDATIONS TO MAINTAIN PROFILE GRADE.
- FORCE MAIN SHALL BE C-900, DR-14 PVC PIPE (GREEN) SEWER PIPE.
- PLUG VALVES SHOULD HAVE A VALVE BOX PER CIT OF SCHERTZ STANDARD WATER VALVE BOX DETAIL EXCEPT LIDS.

**UTILITY ENGINEERING GROUP PLLC**

9811 LBJ Freeway, Suite 100, Dallas, Texas 75243-3838  
Texas Engineering Firm F-18712

**DAVID A. KIMBLE**  
Professional Engineer  
No. 98878  
Exp. 08/31/2025

**IH-35 RIATA LIFT STATION RELOCATION AND OFFSITE SEWER IMPROVEMENTS**

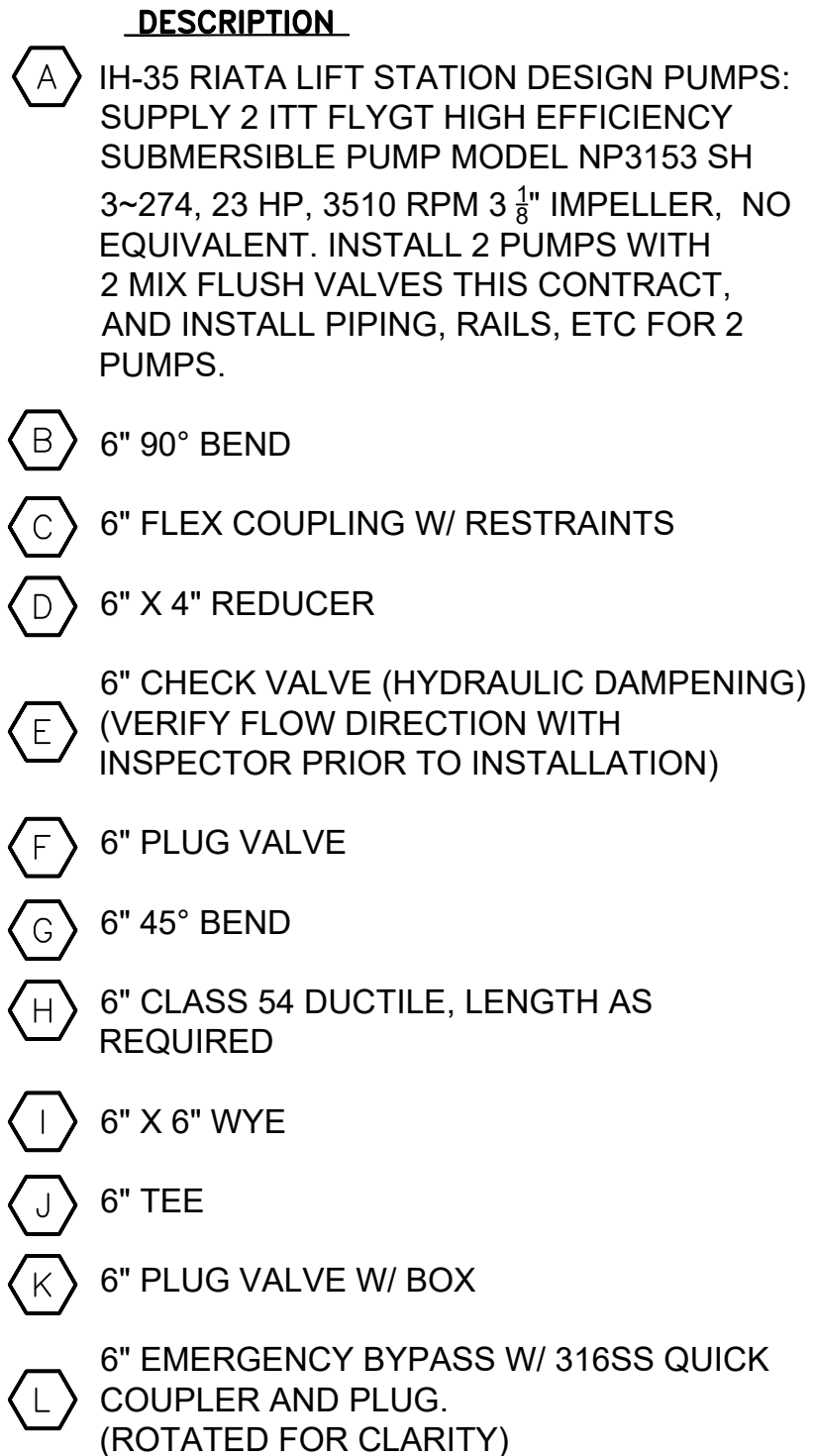
**OFF-SITE 6" FORCE MAIN**

| NO. | REVISIONS | APPD. | DATE |
|-----|-----------|-------|------|
|     |           |       |      |
|     |           |       |      |
|     |           |       |      |
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|     |           |       |      |
|     |           |       |      |
|     |           |       |      |

SCALE:  
DATE: 01 February, 2023  
PROJECT NO: 8032-03

DESIGNED BY: PND  
DRAWN BY: PND  
CHECKED BY: DK  
SHEET NO.  
**LS-5**  
OF 36 SHEETS





| STATION OPERATION TABLES |                                       |                      |
|--------------------------|---------------------------------------|----------------------|
| PUMP CONTROL LEVELS      |                                       |                      |
| WATER LEVEL ELEVATION    | ACTION                                | PUMP(S) IN OPERATION |
| 775.90                   | PRIMARY TRANSDUCER - HIGH LEVEL ALARM | ALL PUMPS ON         |
| 771.50                   | PRIMARY TRANSDUCER - PUMP LEVEL       | PUMP ON              |
| 769.50                   | PRIMARY TRANSDUCER - PUMP LEVEL       | PUMP OFF             |
| 768.50                   | PRIMARY TRANSDUCER - LOW LEVEL ALARM  | ALL PUMPS OFF        |
| 775.90                   | BACKUP FLOAT - HIGH LEVEL ALARM       | ALL PUMPS ON         |
| 768.50                   | BACKUP FLOAT - LOW LEVEL ALARM        | ALL PUMPS OFF        |

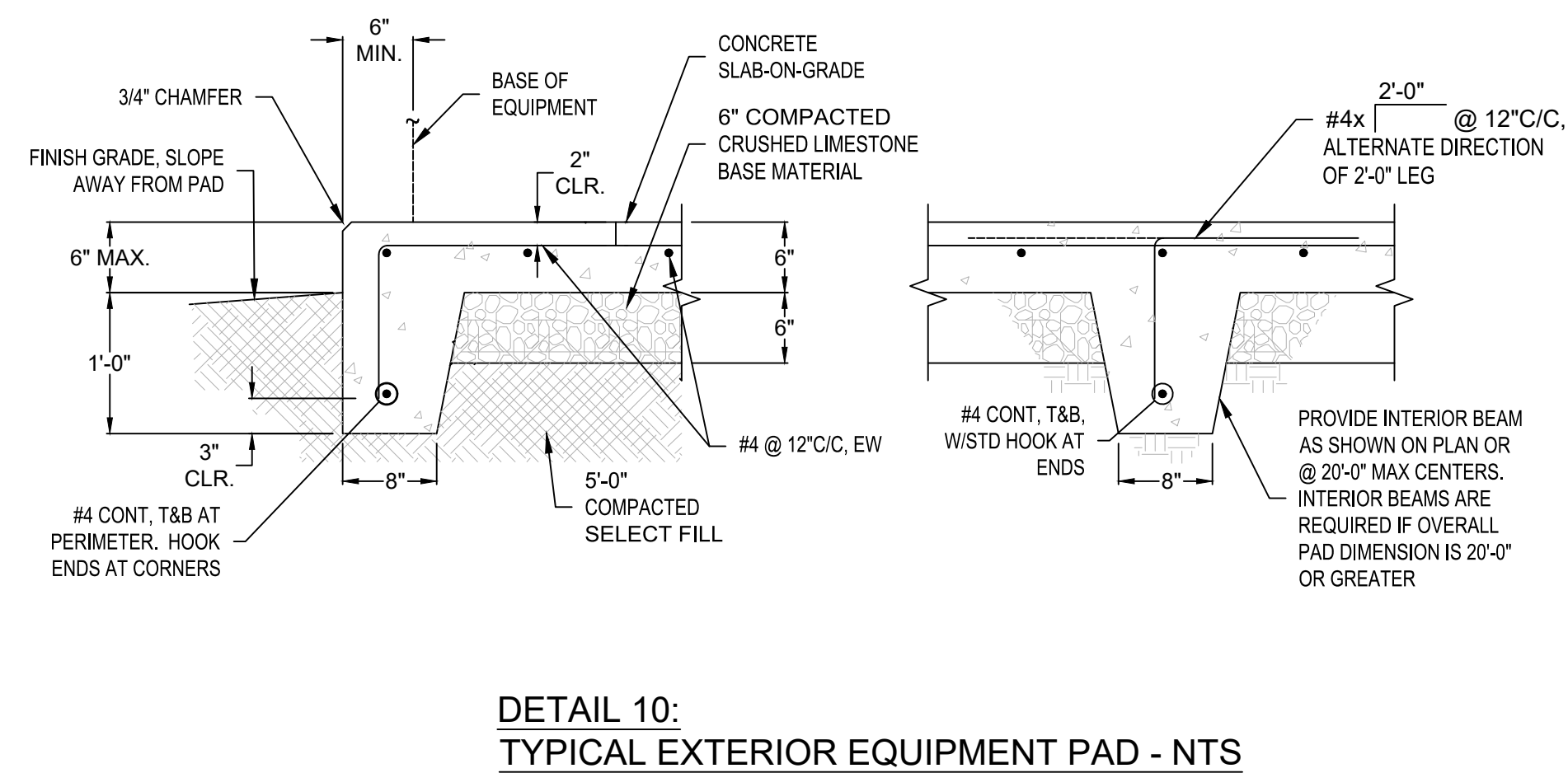
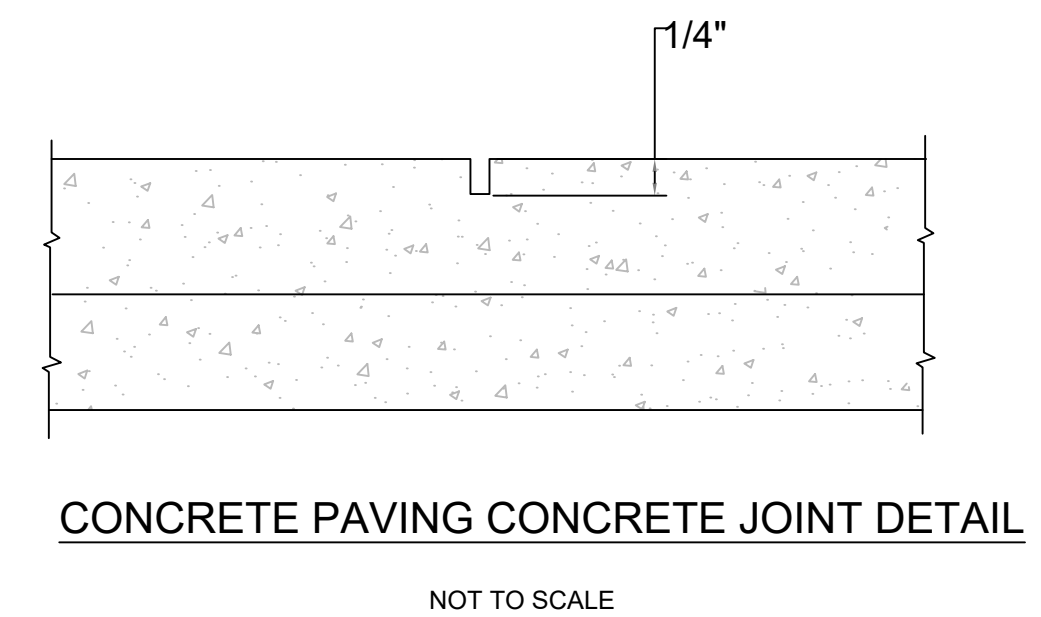
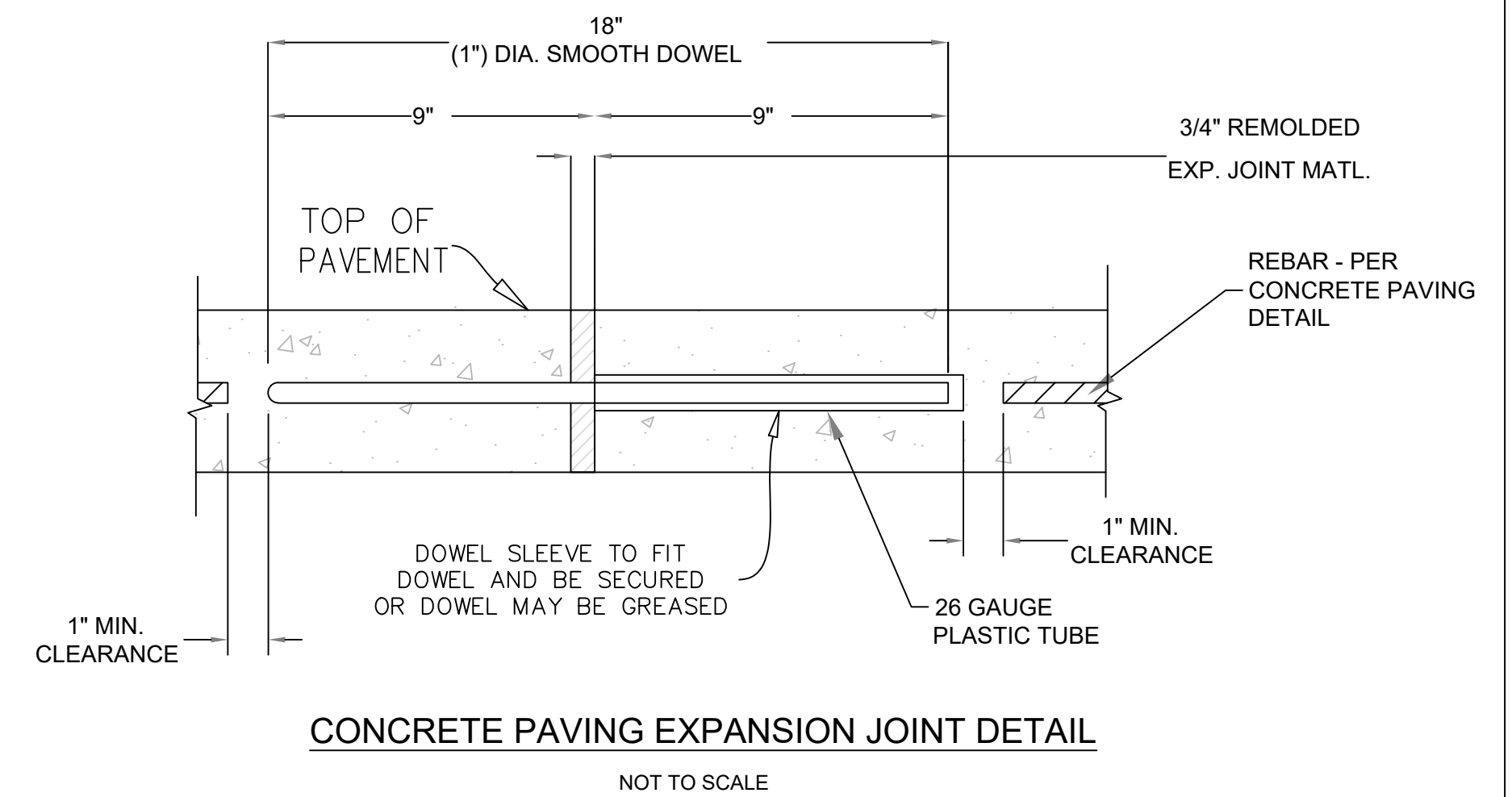
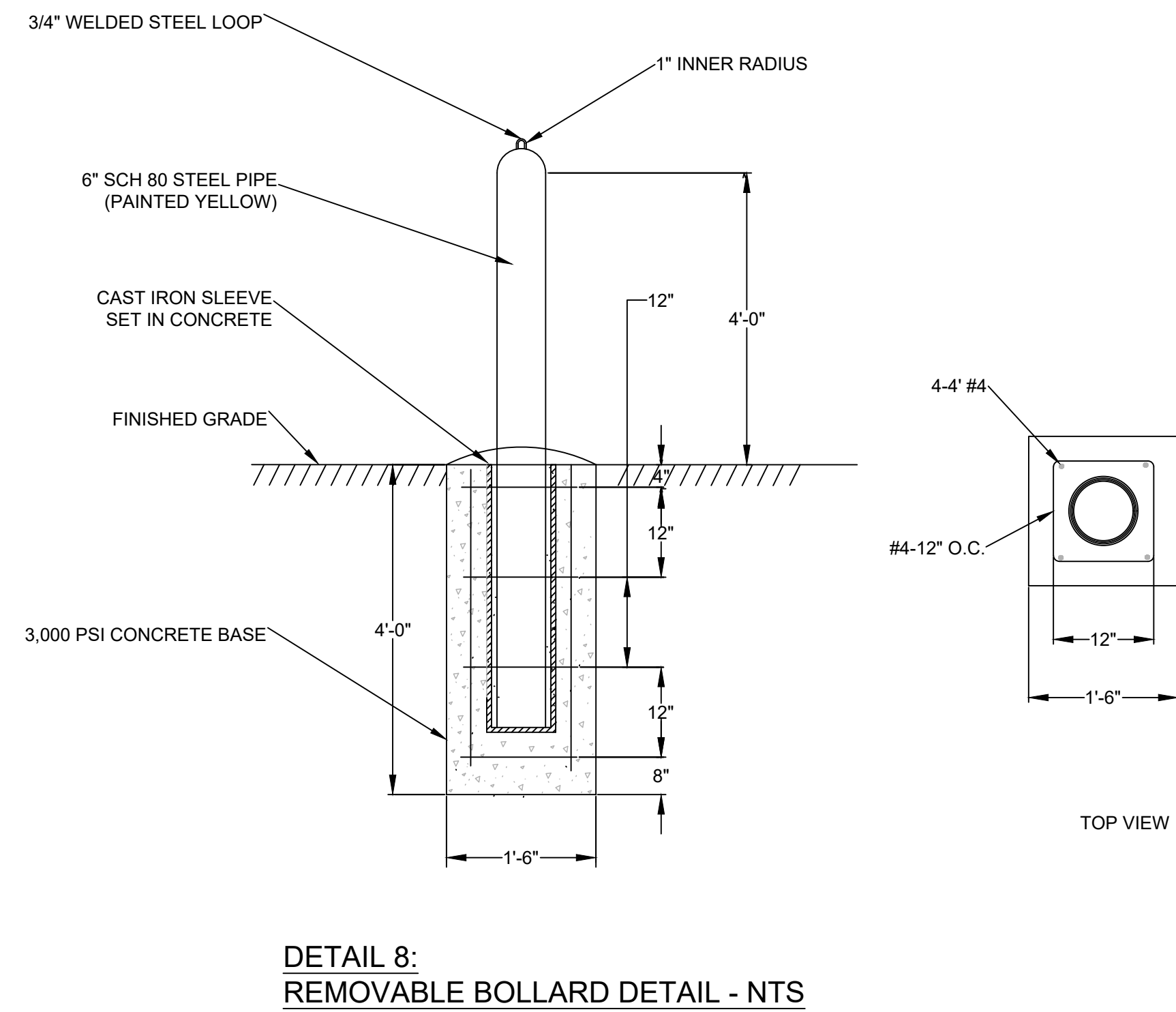
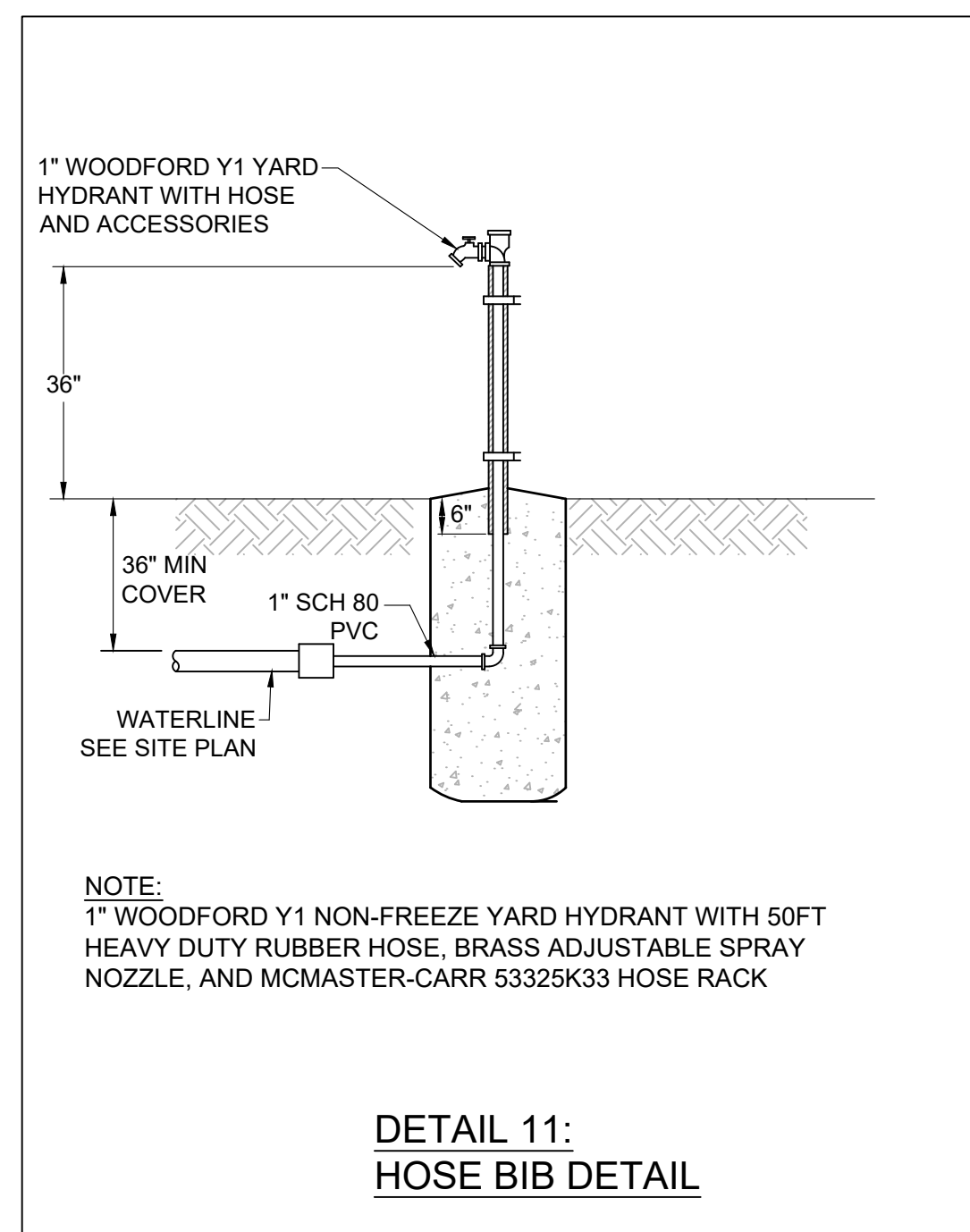
- NOTES:**

  - SAND BLAST AND LINE INTERIOR OF WET WELL TO BE COATED PER CITY OF SCHERTZ SPECIFICATION OR APPROVED EQUAL (CALCIUM ALUMINATE).
  - THE ACCESS COVERS SHALL BE A MINIMUM OF 48 INCH BY 72 INCH. PUMP SUPPLIER SHALL PROVIDE DIMENSIONS OF ACCESS OVER THE WET WELL TO ENSURE COMPATIBILITY WITH SUPPLIED EQUIPMENT. THE ACCESS FRAME AND COVER TO THE VAULT SHALL BE CONSTRUCTED OF ALUMINUM THREAD PLATE AND SHALL BE WATERTIGHT (GASKET). THE DOORS SHALL OPEN TO 90° AND AUTOMATICALLY LOCK. THE LIFTING HANDLES, HANDLES, HINGES AND ALL FASTENING HARDWARE SHALL BE ALUMINUM OR STAINLESS STEEL, TYPE 316. ACCESS COVER ON VALVE VAULT SHALL BE A MINIMUM OF 48 INCH BY 72 INCH.
  - PUMP SUPPLIER SHALL PROVIDE DIMENSIONS OF THE 316 STAINLESS STEEL GUIDE RAILS TO ENSURE COMPATIBILITY WITH SUPPLIED EQUIPMENT. THE PUMP SHALL BE EASILY REMOVED FOR INSPECTION OR SERVICE. PERSONNEL SHALL HAVE NO REASON TO ENTER THE WET WELL. GUIDE RAILS SHALL BE SUPPORTED EVERY 10 FEET WITH 316 STAINLESS STEEL SUPPORTS.
  - ALL HARDWARE AND FASTENERS USED SHALL BE CONSTRUCTED OF 316 SERIES STAINLESS STEEL. GUIDE BRACKETS FOR EACH PUMP MUST BE SUPPLIED BY THE PUMP MANUFACTURER TO ENSURE COMPATIBILITY WITH SUPPLIED EQUIPMENT.
  - EACH PUMPING UNIT SHALL BE PROVIDED WITH A STAINLESS STEEL LIFTING CHAIN. LIFTING CHAIN SHALL EXTEND A MINIMUM 10-FT ABOVE WET WELL.
  - A 316 STAINLESS STEEL FLOAT MOUNTING ASSEMBLY SHALL BE PROVIDED. THE FLOATS SHALL BE MOUNTED AWAY FROM THE WET WELL INLET. ANY CONTROL WIRING, AND THE PUMPS TO MINIMIZE DISTURBANCE. LEVEL SETTINGS ARE SHOWN ON THIS SHEET.
  - IN THE WET WELL AND VALVE VAULT ALL STATIONARY PIPING USED SHALL BE CLASS 54 DUCTILE IRON WITH FIELD APPLIED TWO PART EPOXY PAINT COATING. ALL HARDWARE MUST BE 316 SERIES STAINLESS STEEL WITH ANTI-SEIZE COMPOUND AND NO PAINT.
  - PUMP/MOTOR DATA  
(1 PUMP RUNNING 1 STAND-BY) :

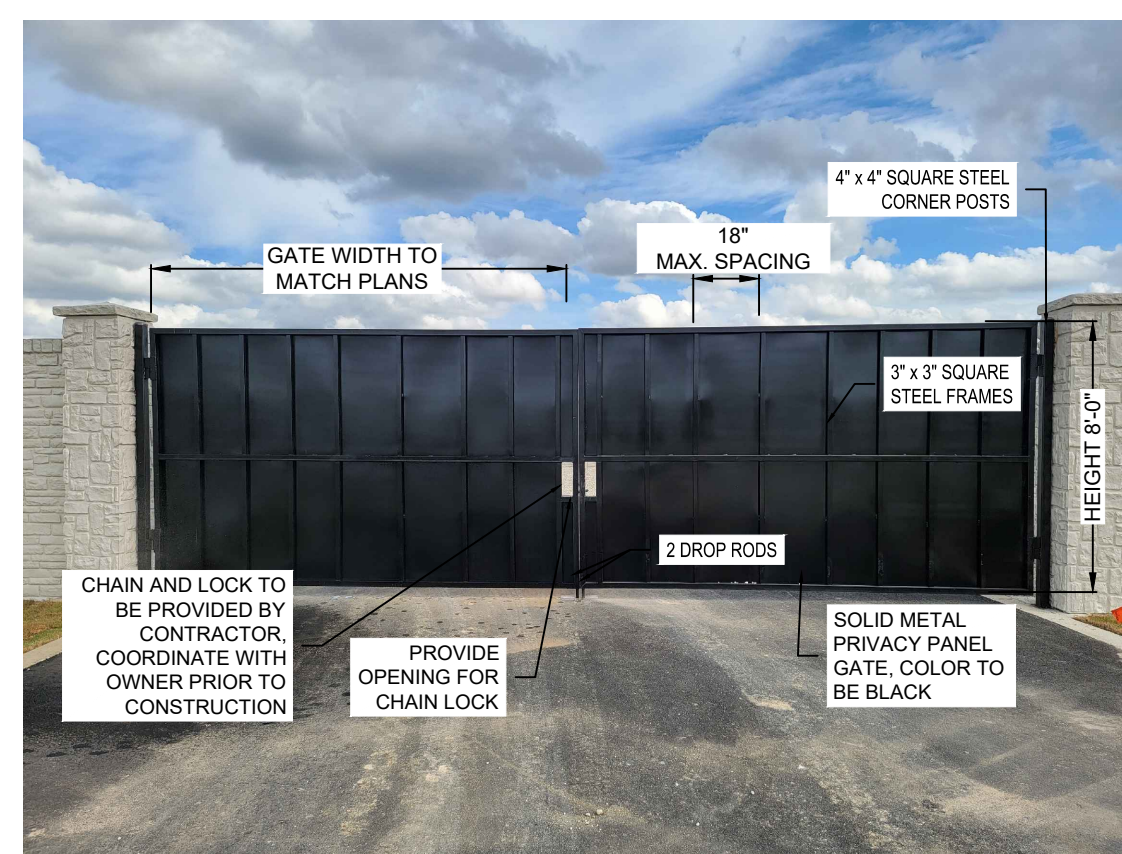
|            |                                 |
|------------|---------------------------------|
| Q= 424 GPM | RPM= 3505 RPM                   |
| H= 121 FT  | V= 200V-3 PHASE                 |
| HP= 23 HP  | IMPELLER DIA= 6 $\frac{1}{2}$ " |
  - THE 6" WYE SHALL HAVE 1/4 INCH TAP WITH STAINLESS STEEL OR BRONZE BALL VALVES. PRESSURE GAUGES SHALL BE INSTALLED (0-100 PSI).
  - IN THE VAULT ALL DISCHARGE LINES SHALL HAVE ADEQUATE THRUST SUPPORT MEMBERS AT EACH FITTING. WHERE POSSIBLE, LONG RADIUS 90 DEGREE BENDS SHALL BE USED.
  - THE DISCHARGE LINE FROM EACH PUMP SHALL BE FITTED WITH A CHECK VALVE AND A PLUG VALVE. WITH THE CHECK VALVE ON THE PUMP SIDE OF THE PLUG VALVE. WHEN NECESSARY, AIR RELEASE VALVE(S) SHALL BE INSTALLED DOWNSTREAM OF THE PLUG VALVES.
  - THE VALVE VAULT SHALL BE SIZED LARGE ENOUGH TO PROVIDE AT LEAST 2 FOOT OF CLEARANCE AROUND ALL APPURTENANCES. THE COVERS SHALL BE ABLE TO BE SECURED BY A PADLOCK USING A HEAVY DUTY HASP. THE VAULT SHALL BE COATED WITH THE SAME COATINGS AS THE WET WELL. ALL PIPING SHALL BE COATED WITH COAL TAR EPOXY.
  - THE VALVE VAULT SHALL HAVE A DRAIN TO THE WET WELL. THE DRAIN SHALL BE A 4 INCH DIAMETER AND BE FITTED WITH A FLAP VALVE OR A BACK-FLOW PREVENTER AND A TRAP TO PREVENT GASES OR WATER FROM ENTERING THE VALVE VAULT. THE OPENING TO THE DRAIN SHALL BE COVERED WITH A STAINLESS STEEL SCREEN.
  - BOTTOM OF WET WELL SHALL HAVE A MINIMUM SLOPE OF 10 PERCENT TO THE PUMP INTAKES AND SHALL HAVE A SMOOTH FINISH.
  - SEAL WET WELL WALL PENETRATIONS WITH NON-SHRINK GROUT AND PSX BOOTS.
  - ALL PIPING, FITTINGS, AND VALVES SHALL BE RESTRAINED.
  - VAULT SHALL HAVE A STAINLESS STEEL SAFETY LADDER INSTALLED AS INDICATED ON SHEET LS-7. MAXIMUM RUNG SPACING OF 12 INCHES WITH 316 STAINLESS STEEL HARDWARE AND COATING OR BARRIER BETWEEN DISSIMILAR MATERIALS.
  - CASSION METHOD IS ACCEPTABLE, CONTRACTOR TO DESIGN AND SUBMIT TO ENGINEER/OWNER, SEE GEOTECHNICAL REPORT FOR SOIL/GROUNDWATER INFORMATION.
  - ALL ELECTRICAL FOR LIFT STATION TO BE SERVED USING UNDERGROUND ONLY.
  - LATERAL SUPPORT UNISTRUT CHANNEL SIZING:

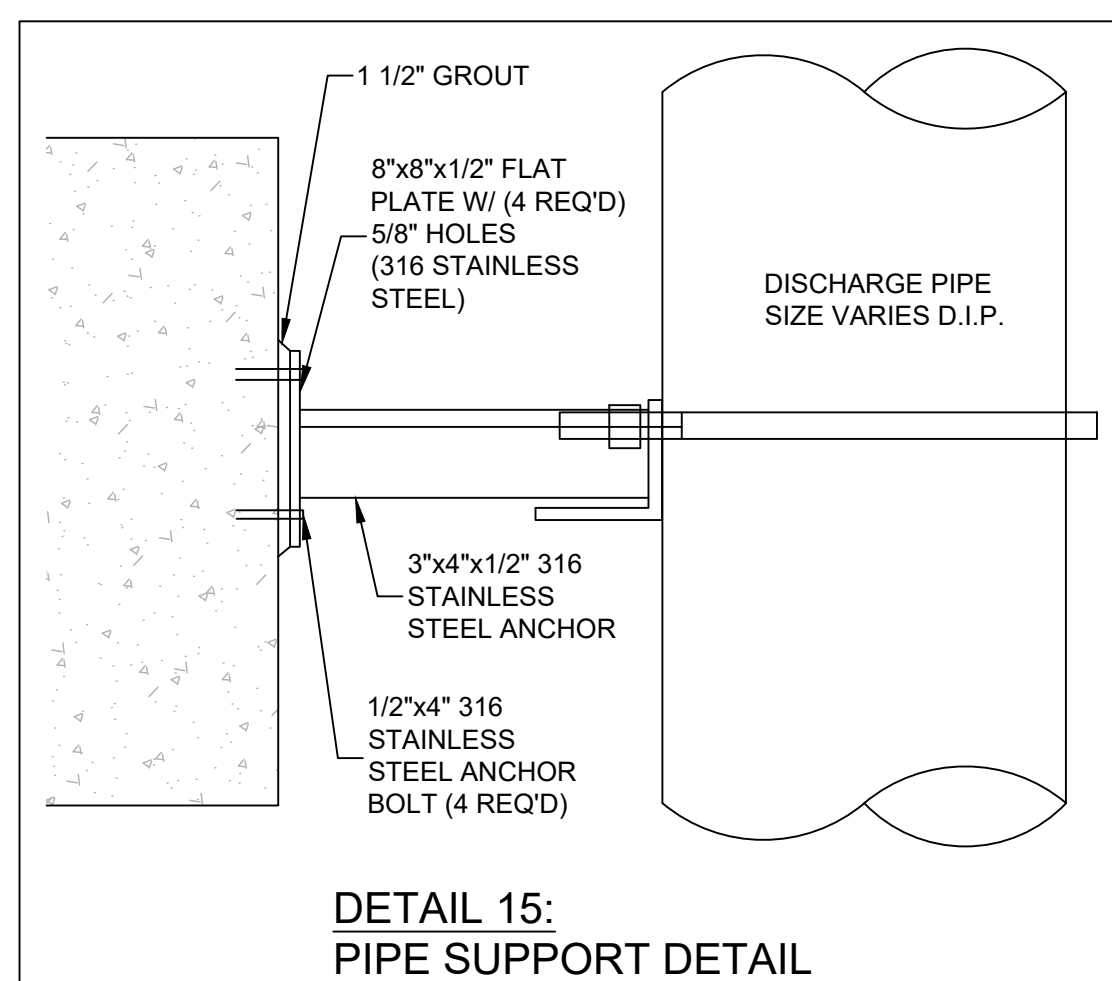
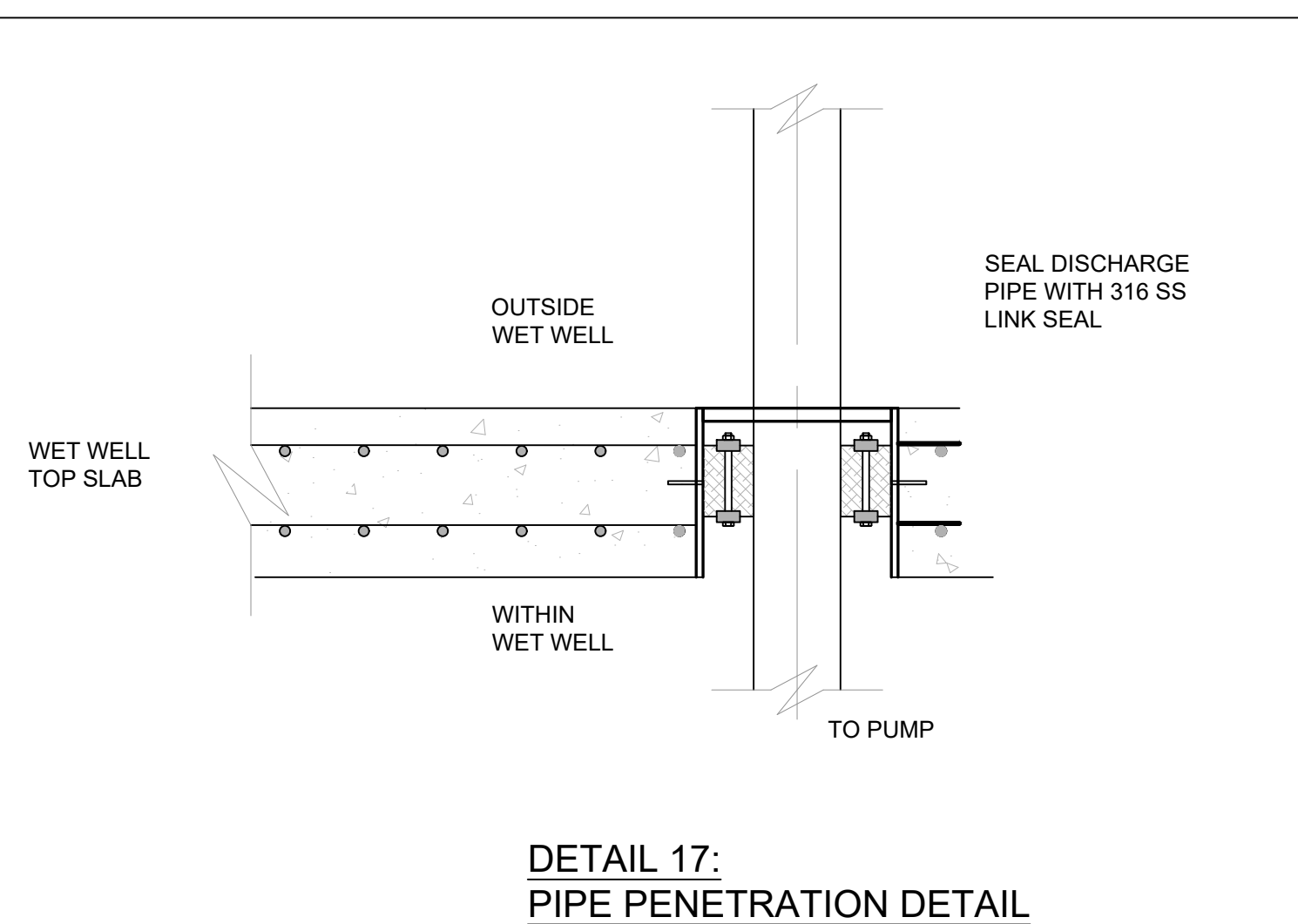
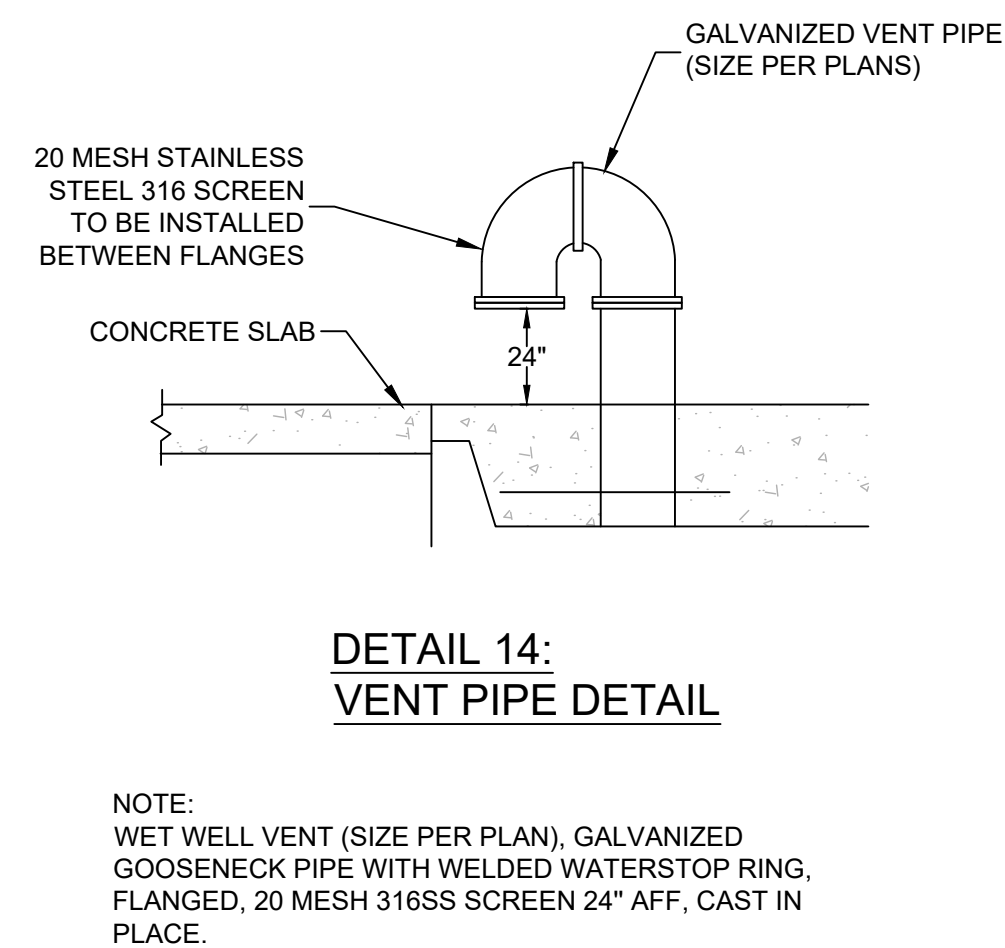
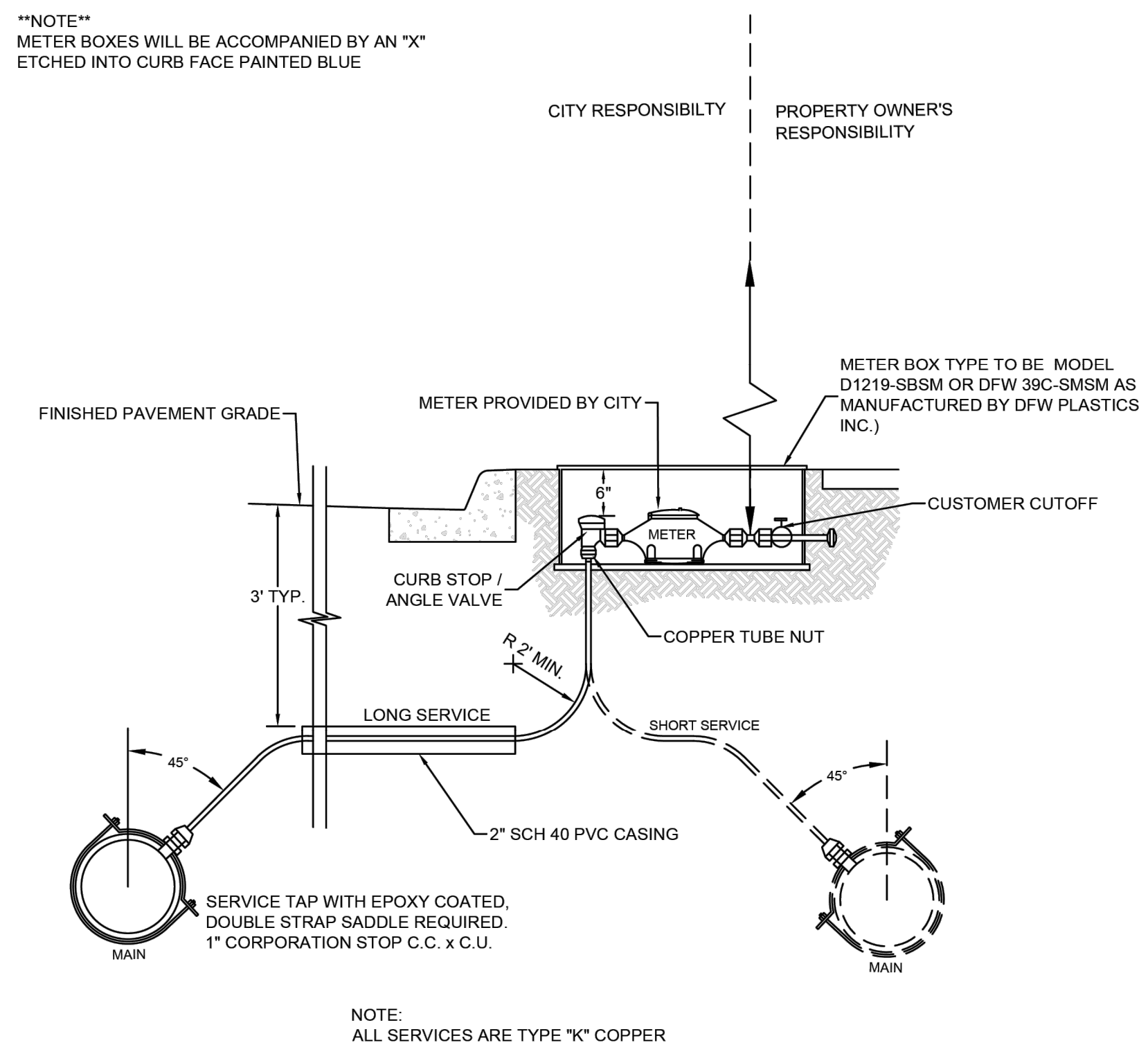
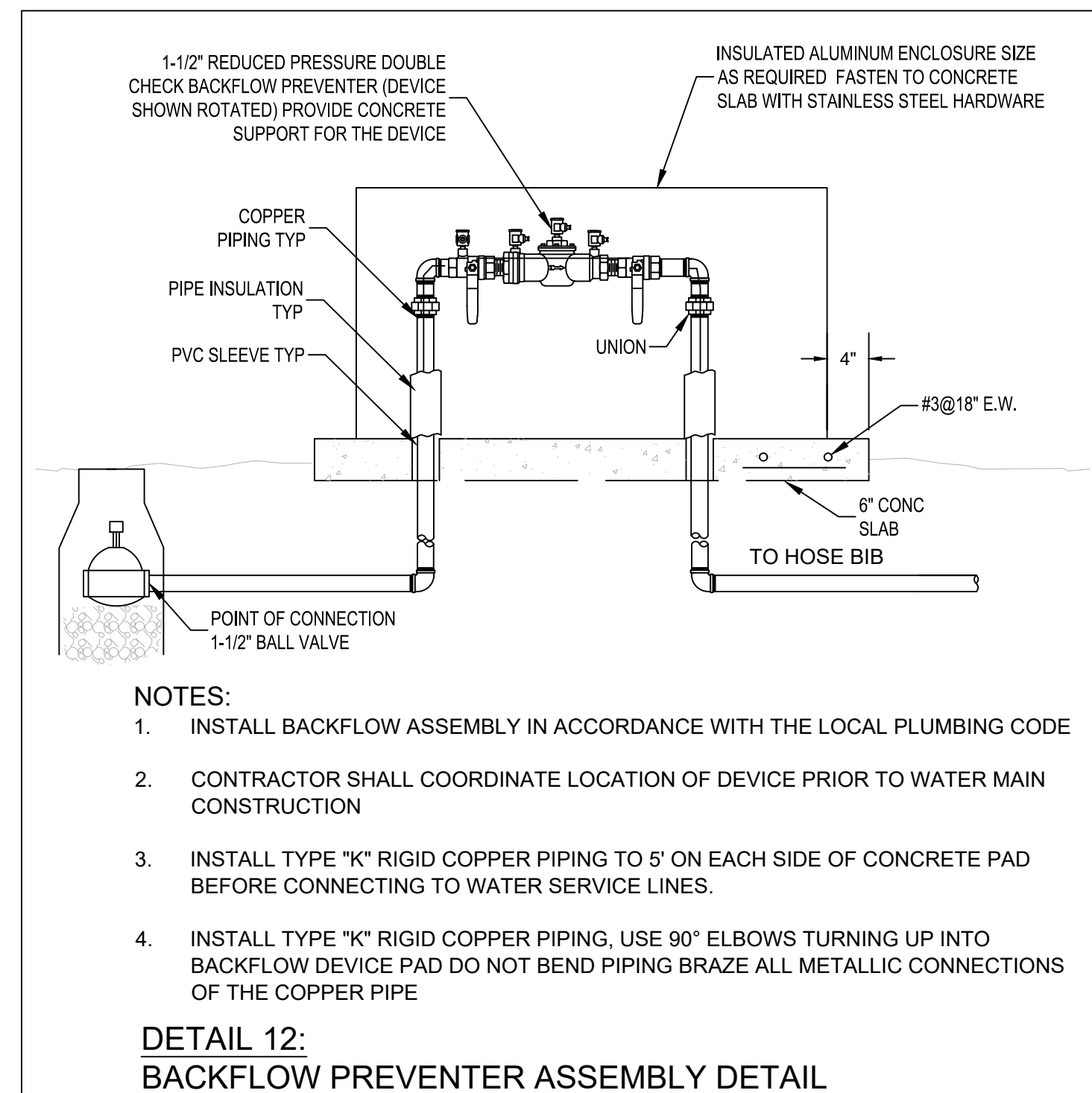
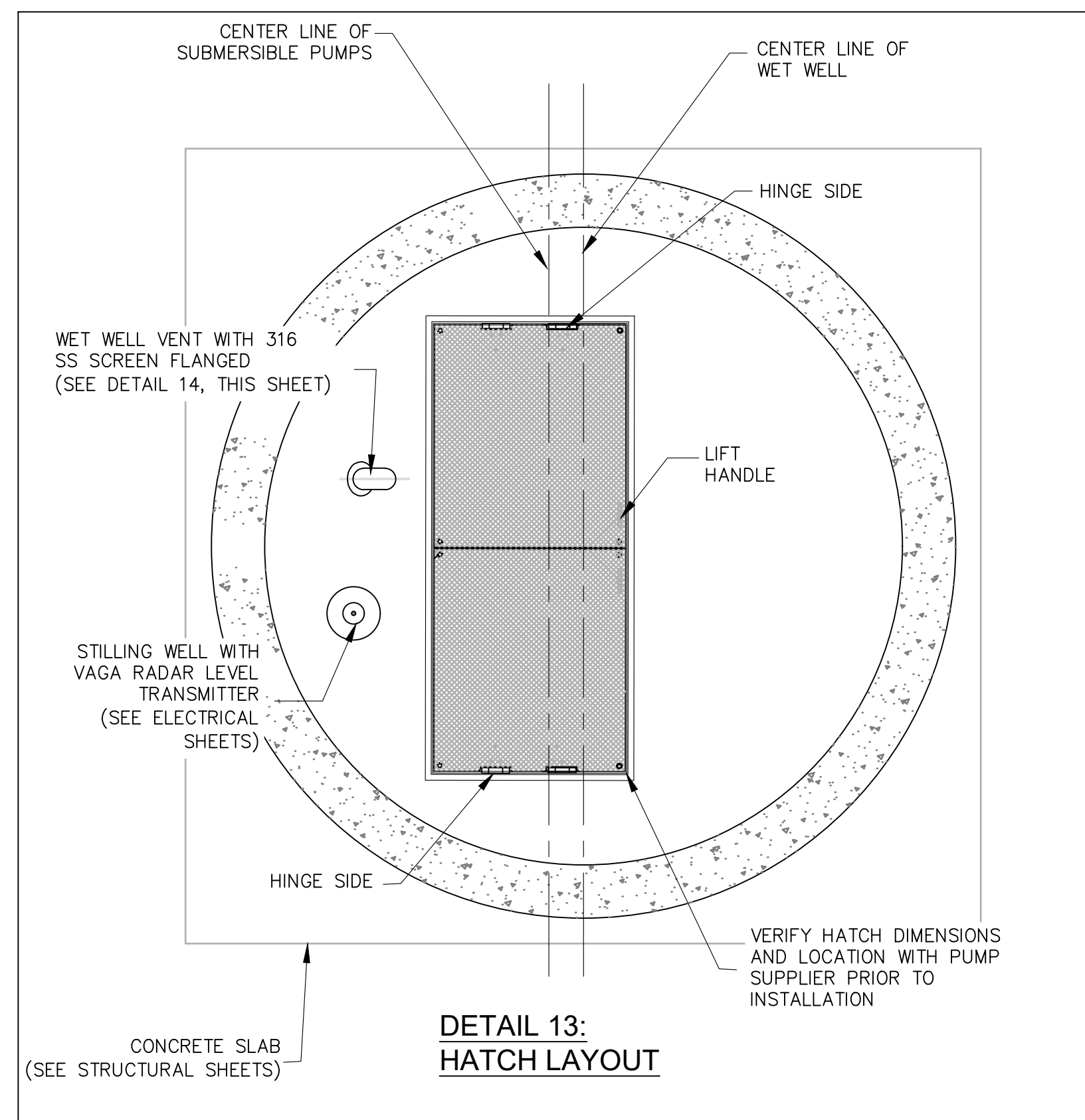
| PIPE SIZE: | STRUT SIZE: | PLATE SIZE: | BOLT SIZE:      |
|------------|-------------|-------------|-----------------|
| 4" & 6"    | 2.5" X 2.5" | 6" X 8"     | $\frac{3}{8}$ " |
  - PRE-CAST WET WELL WALLS SHALL BE WRAPPED. CONTRACTOR SHALL PROVIDE THE MANUFACTURER'S WRAP SUBMITTAL TO THE CITY FOR REVIEW AND APPROVAL. WRAPS SHALL BE A MINIMUM OF 9-INCHES WIDE.





| PAVEMENT THICKNESS (IN) | DOWEL SIZES AND SPACINGS |             |              |
|-------------------------|--------------------------|-------------|--------------|
|                         | DIAMETER (IN)            | LENGTH (IN) | SPACING (IN) |
| 4 1/2                   | 1/2                      | 18          | 12           |
| 5                       | 1/2                      | 18          | 12           |
| 6                       | 3/4                      | 18          | 12           |
| 7                       | 1                        | 18          | 12           |
| 8                       | 1                        | 18          | 12           |
| 9                       | 1 1/4                    | 18          | 12           |
| 10                      | 1 1/4                    | 18          | 12           |
| 11                      | 1 1/4                    | 18          | 12           |
| 12                      | 1 1/4                    | 18          | 12           |





**\*\*NOTE\*\***  
METER BOXES WILL BE ACCOMPANIED BY AN "X"  
ETCHED INTO CURB FACE PAINTED BLUE

NOTE:  
ALL SERVICES ARE TYPE "K" COPPER

**NOTE:**

CONTRACTORS SHOULD USE HTH FOR DISINFECTION OF WATER LINES (NOT CHLORINE INJECTION) UNLESS APPROVED OTHERWISE PRIOR TO ISSUANCE OF PERMIT.

NEW WATERLINES SHALL BE TIED INTO EXISTING WATER SYSTEM UNDER THE SUPERVISION OF CITY PERSONNEL NO LATER THAN 14 DAYS AFTER PASSING BACTERIOLOGICAL TESTS.

**CITY OF SCHERTZ TEXAS**  
ENGINEERING AND PUBLIC WORKS

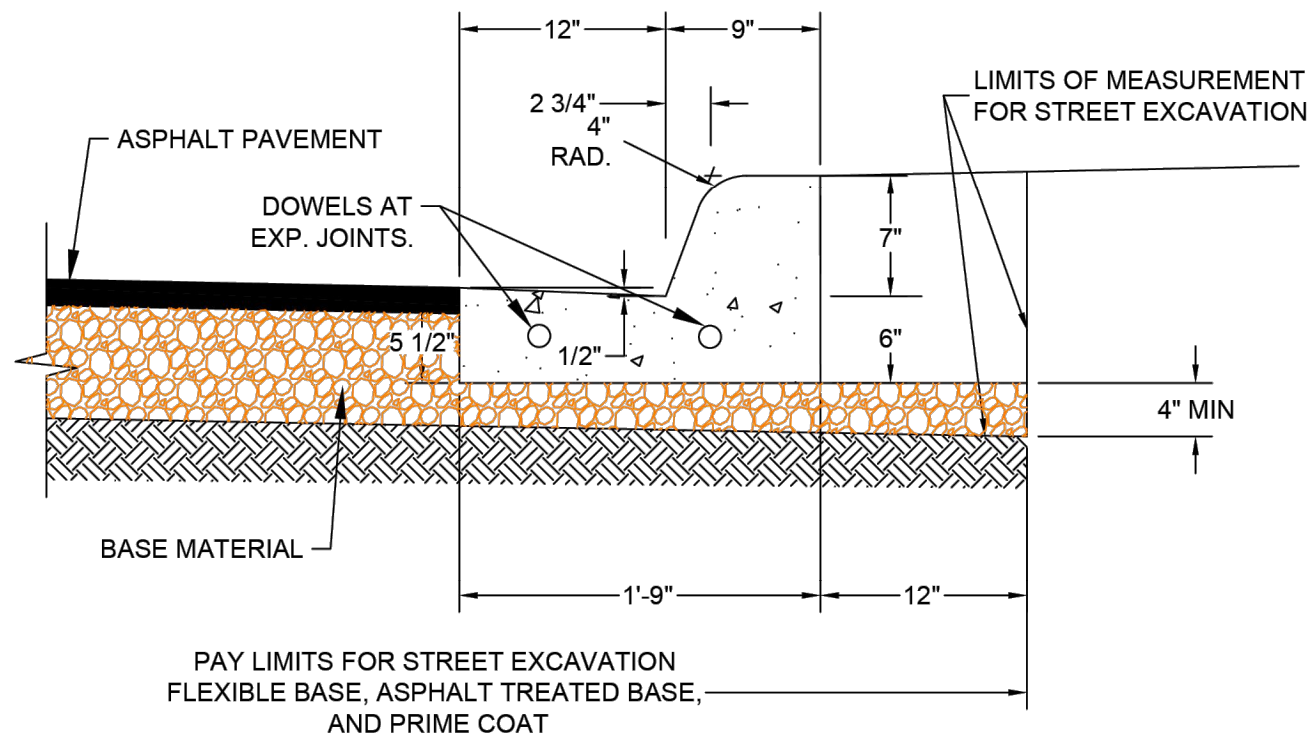
STANDARD DETAIL  
N.T.S.

**WATER TAP & SERVICE**

PW TECH. SPEC. SECTION 02512

|              |                   |              |
|--------------|-------------------|--------------|
| SHEET NUMBER | PROJECT NO.       | DATE         |
| DRWN BY: BCP | DSGN BY: BCP      | CHKD BY: KPW |
|              | SHEET NO.: 1 of 1 |              |

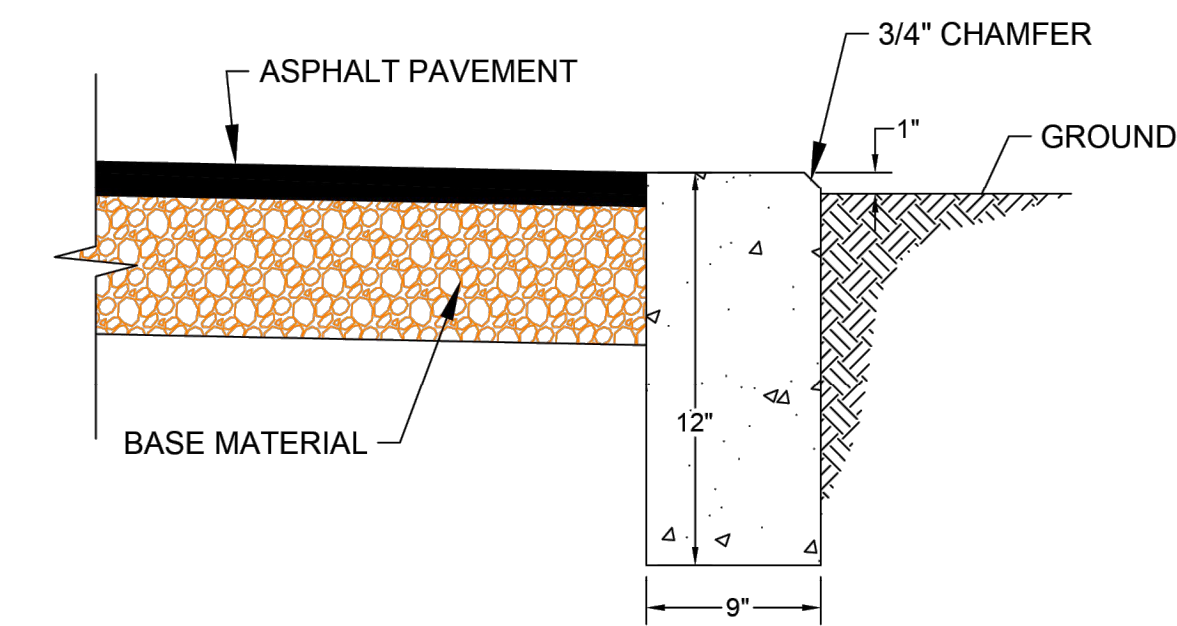
Engineered Standard Details and Technical Specifications/Standard Details/2018/STANDARD WATER DETAILS 02/23/2018.dwg



**CURB & GUTTER**  
(NOT TO SCALE)

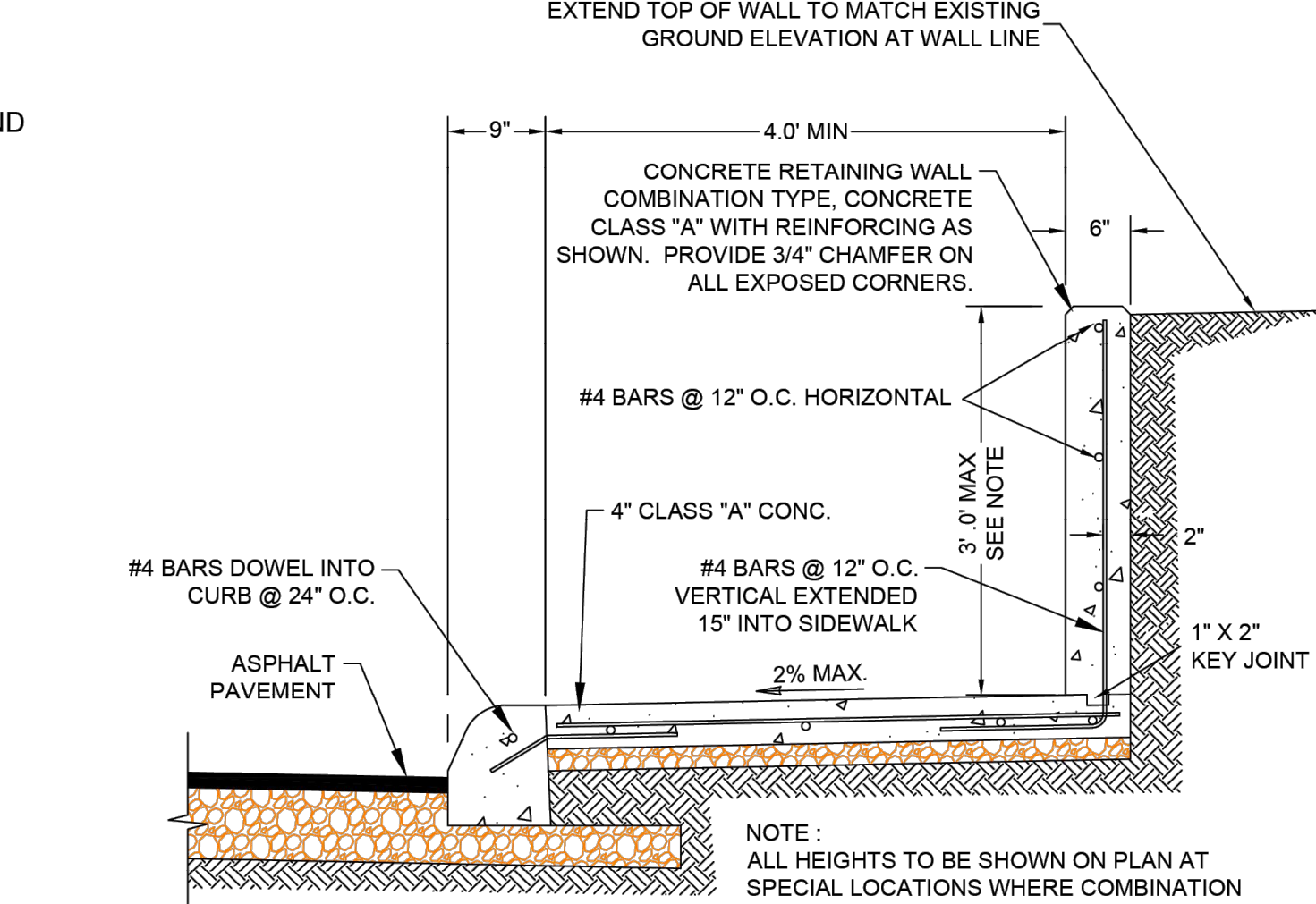
**SIDEWALK AND CURB EXPANSION JOINT NOTES**  
(TECH SPEC 02752)

1. STEEL TO MEET ASTM STD SPECIFICATIONS FOR CONCRETE REINFORCING BARS.
2. EXPANSION JOINT TO BE PLACED AT THE END OF EACH CURB RADIUS AND SPACED AT A MAXIMUM DISTANCE OF 40 FEET MAXIMUM SPACING FOR CONTROL JOINTS SHALL BE 5 FEET ON SIDEWALKS AND 10 FEET ON CURBS.
3. CENTER DOWEL HORIZONTALLY ON JOINT
4. CENTER DOWEL VERTICALLY IN CONCRETE AS NEEDED TO MAINTAIN 2" MIN. COVER.
5. REINFORCING STEEL SHALL BE #3 BARS (INLINE WITH DOWELS).

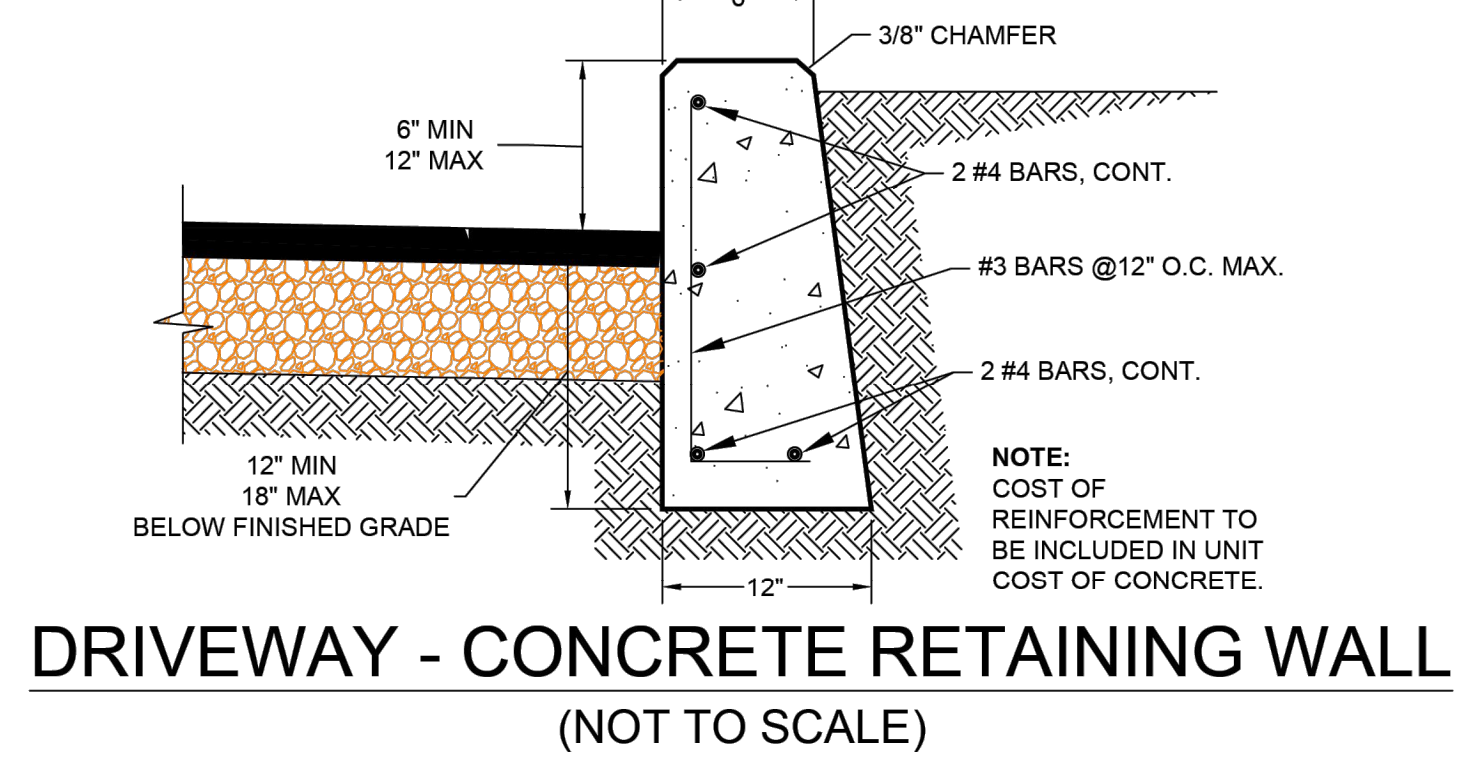


**FLUSH CURB**  
(NOT TO SCALE)

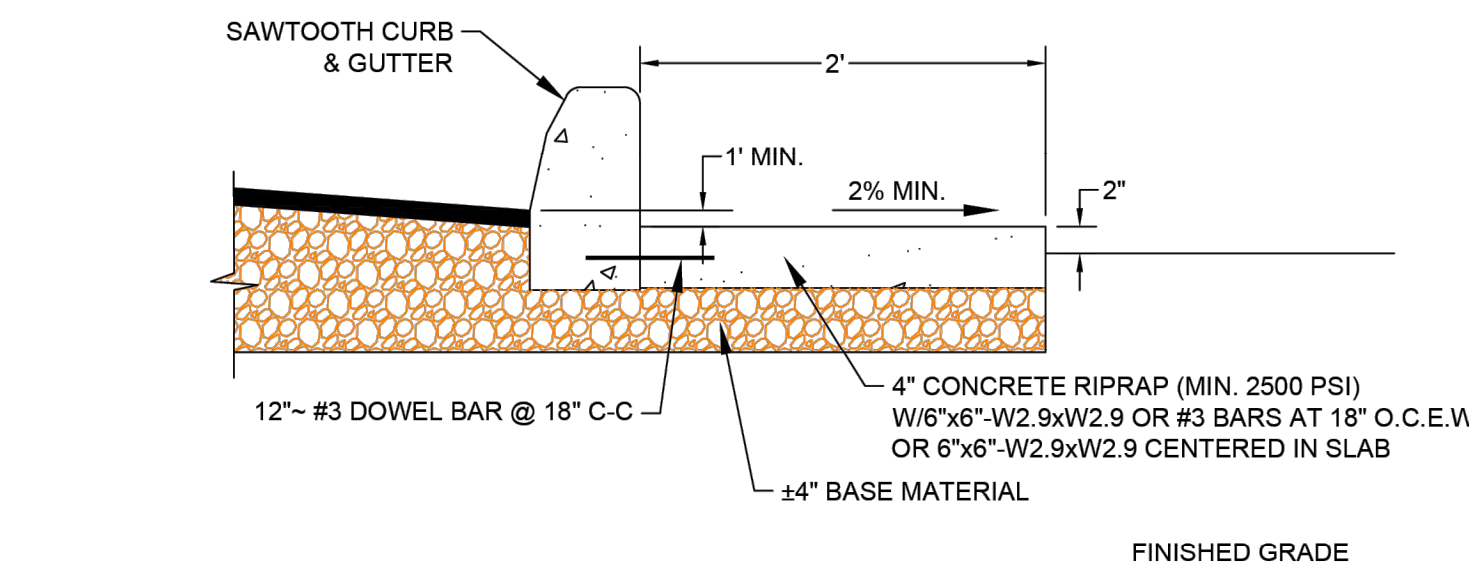
| PAVEMENT THICKNESS (IN) | DOWEL SIZES AND SPACINGS |             |              |
|-------------------------|--------------------------|-------------|--------------|
|                         | DIAMETER (IN)            | LENGTH (IN) | SPACING (IN) |
| 4 1/2                   | 1/2                      | 18          | 12           |
| 5                       | 1/2                      | 18          | 12           |
| 6                       | 3/4                      | 18          | 12           |
| 7                       | 1                        | 18          | 12           |
| 8                       | 1                        | 18          | 12           |
| 9                       | 1 1/4                    | 18          | 12           |
| 10                      | 1 1/4                    | 18          | 12           |
| 11                      | 1 1/4                    | 18          | 12           |
| 12                      | 1 1/4                    | 18          | 12           |



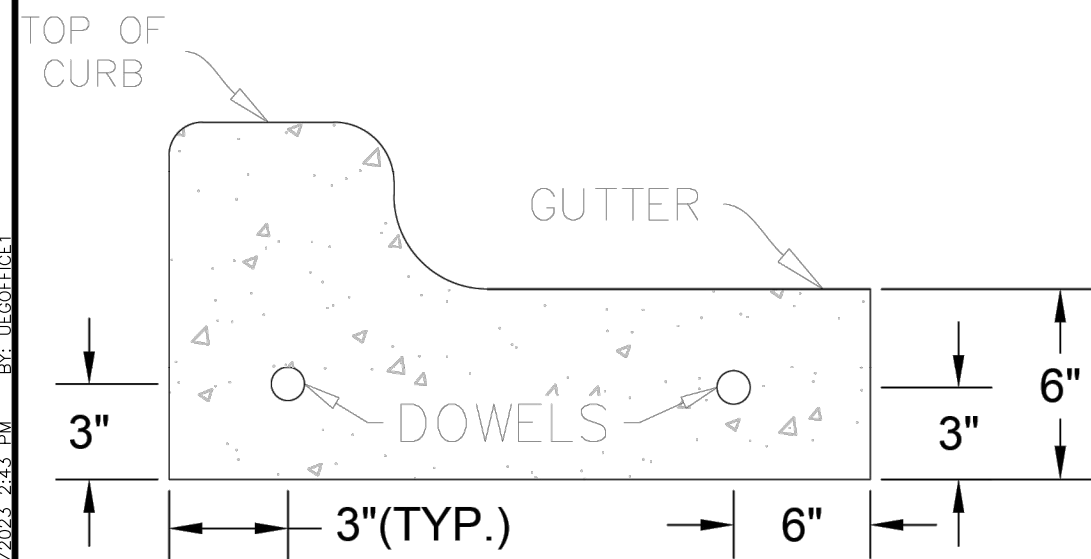
**CONCRETE RETAINING WALL - COMBINATION TYPE**  
(NOT TO SCALE)



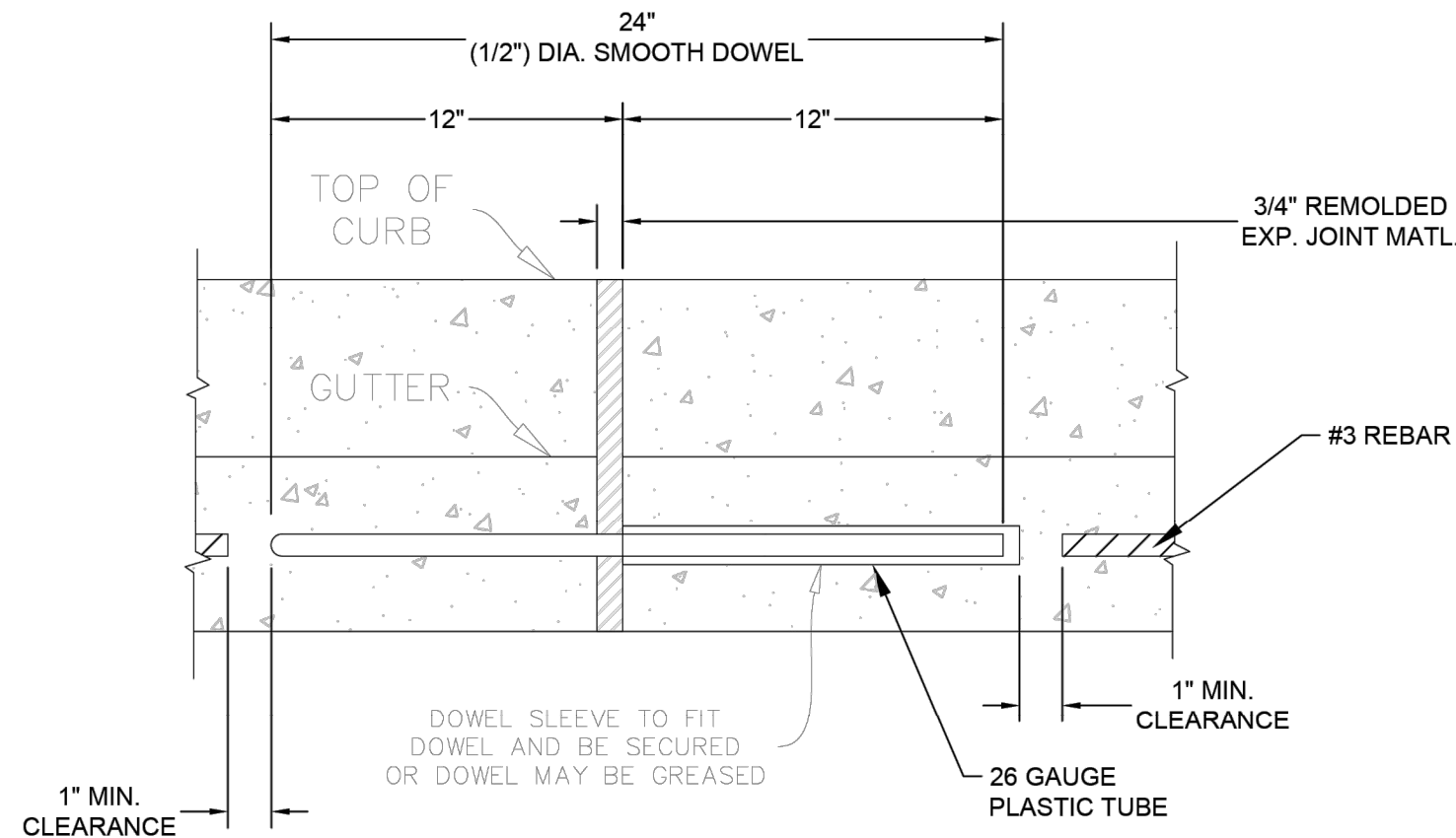
**DRIVEWAY - CONCRETE RETAINING WALL**  
(NOT TO SCALE)



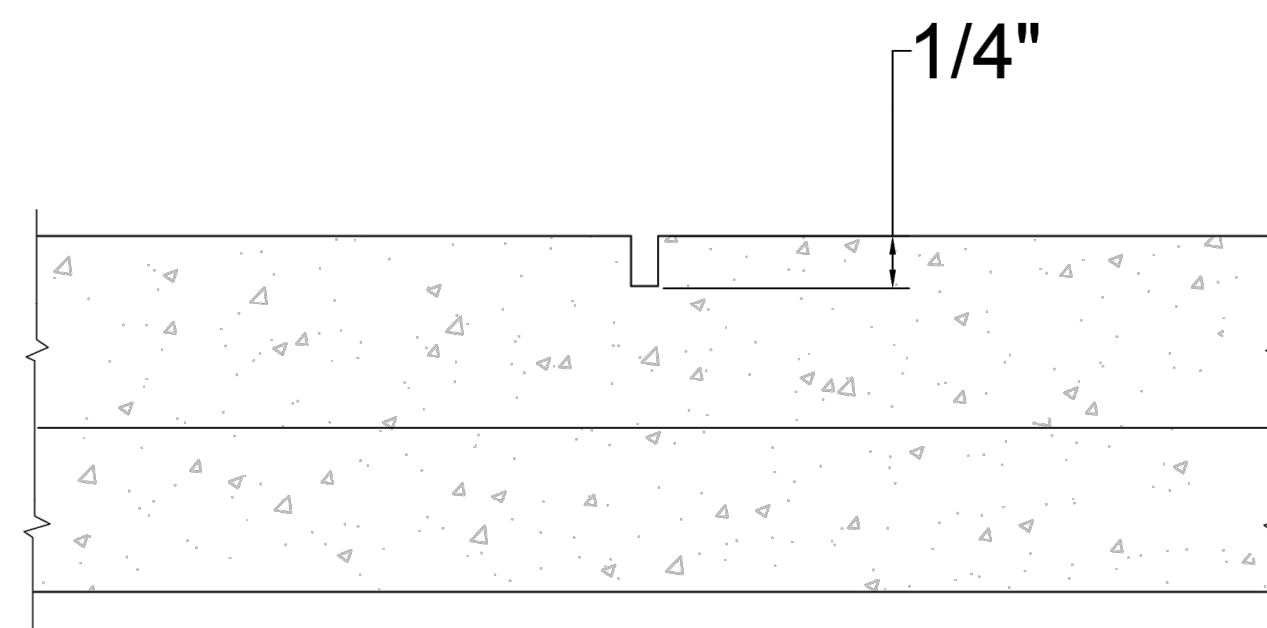
**CONCRETE APRON BEHIND SAWTOOTH CURB & GUTTER**  
(NOT TO SCALE)



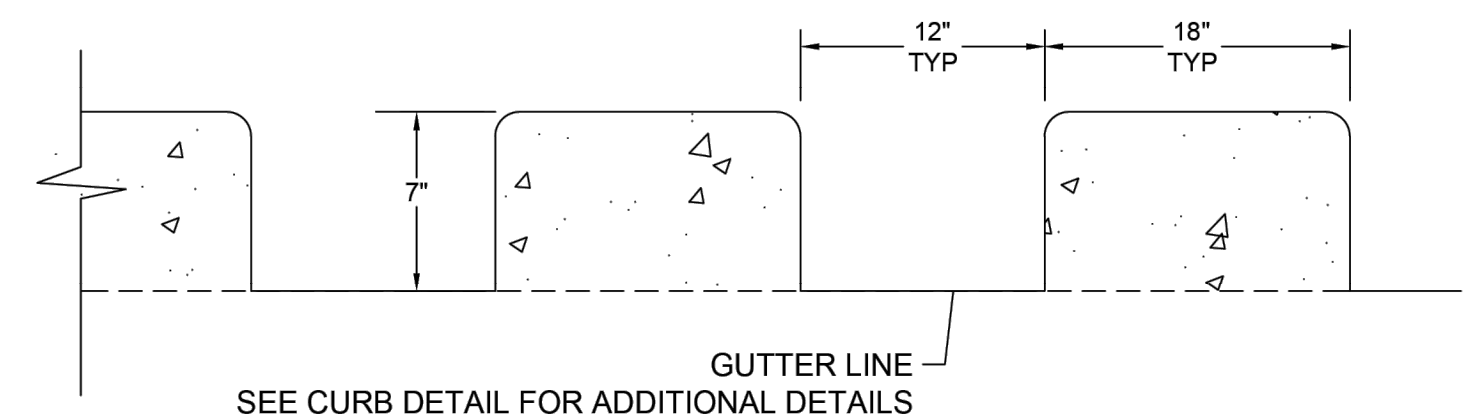
**CROSS SECTION**



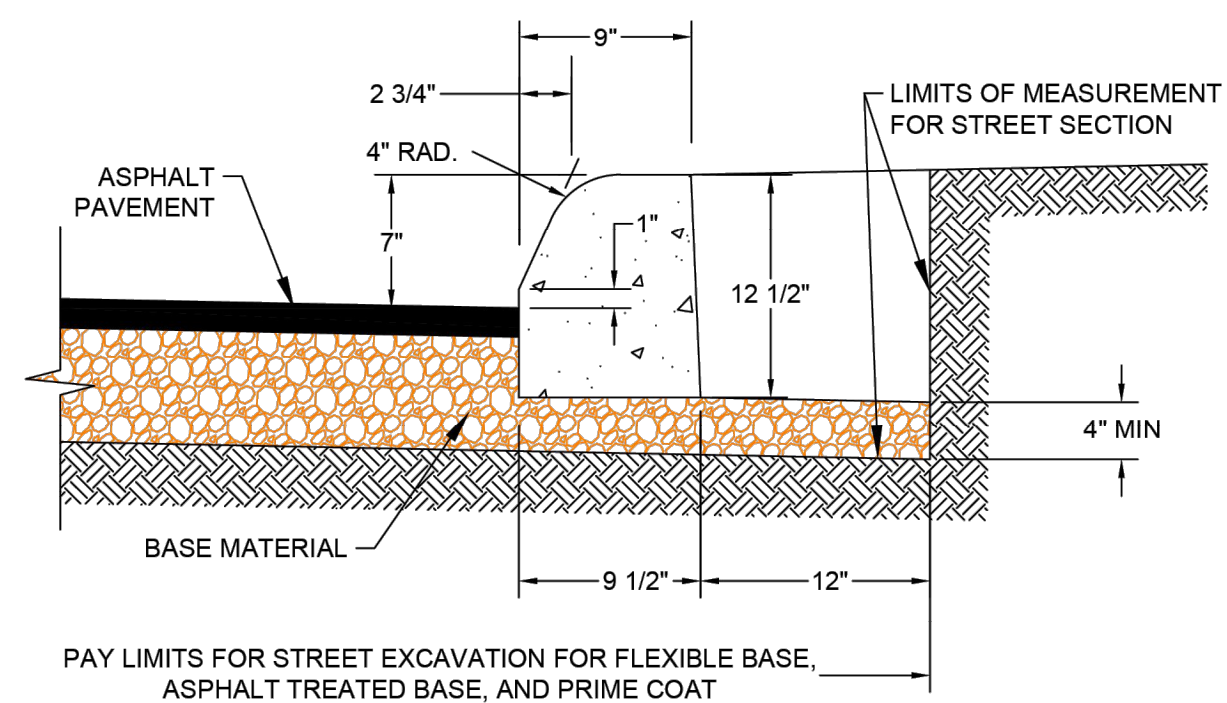
**FRONT VIEW**



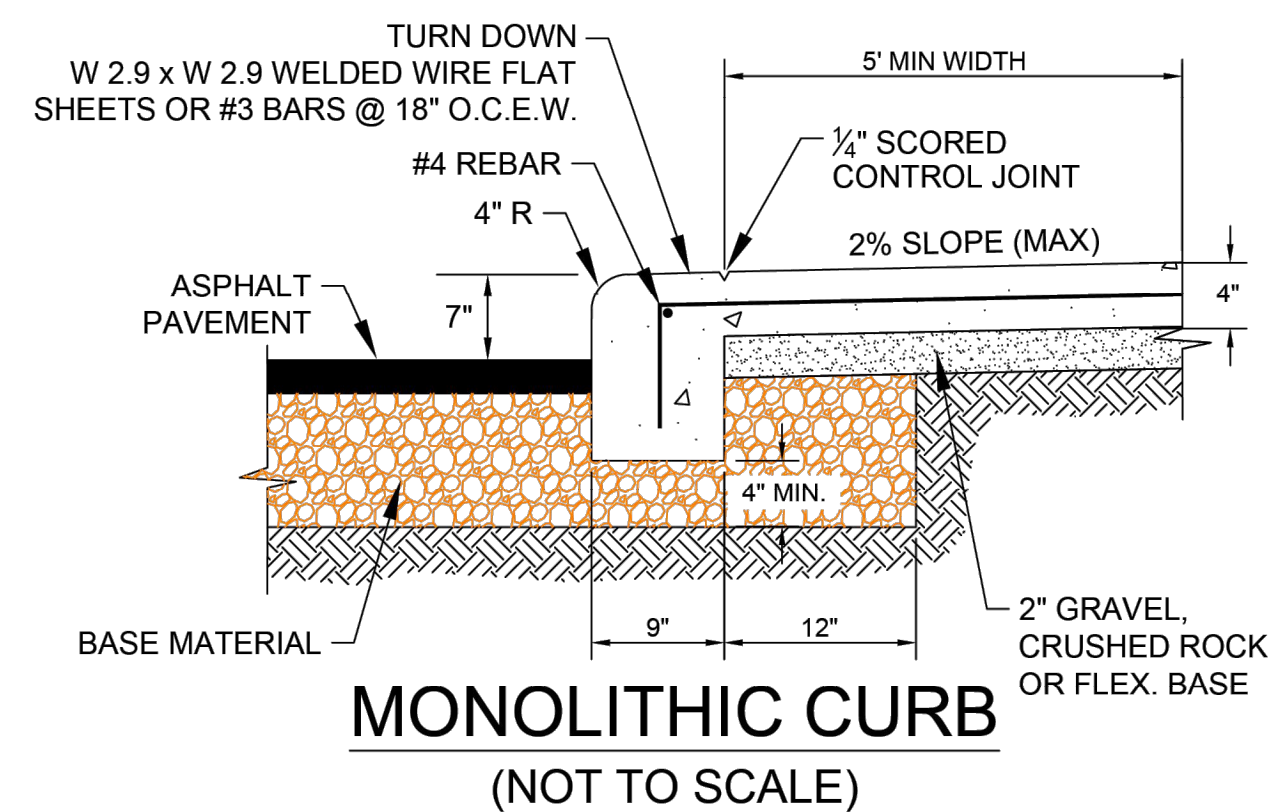
**CONTROL JOINT**  
(NOT TO SCALE)



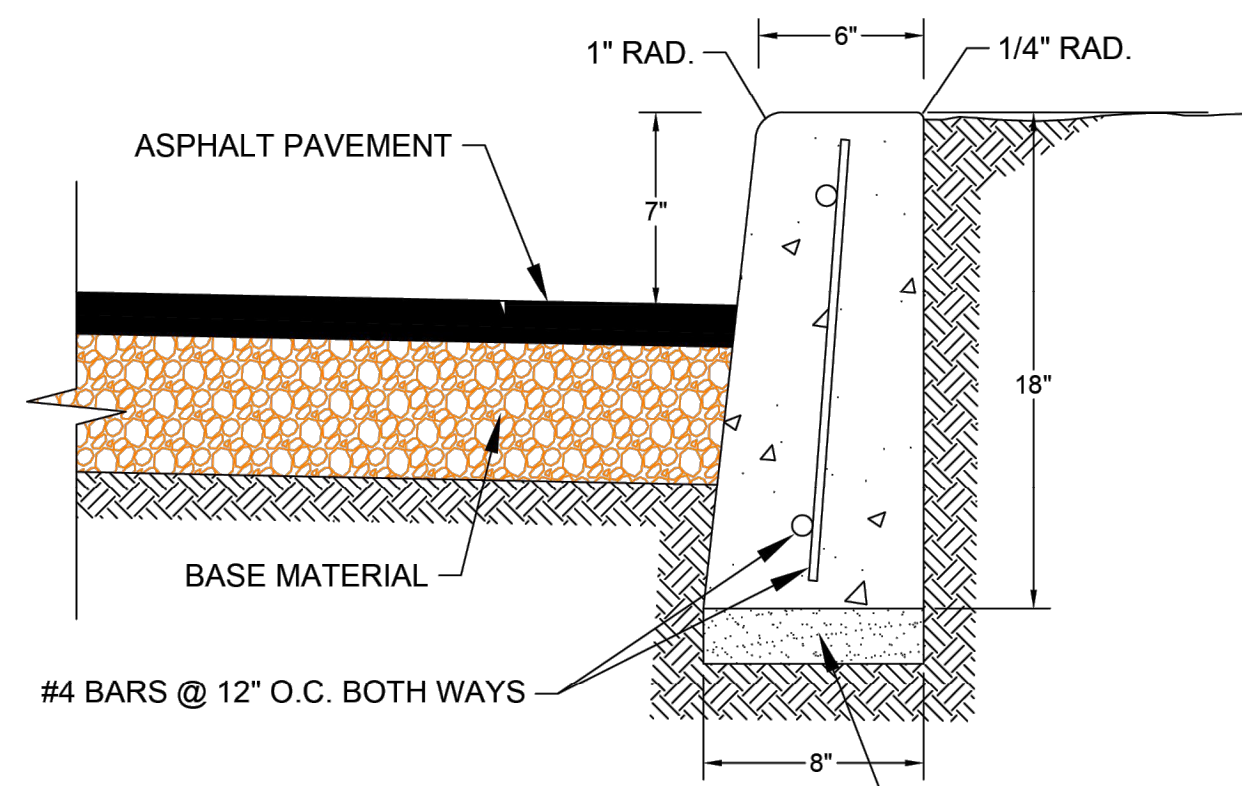
**SAWTOOTH CURB & GUTTER**  
(NOT TO SCALE)



**MACHINE LAID CURB FOR STREET SLOPE ≥1%**  
(NOT TO SCALE)



**MONOLITHIC CURB**  
(NOT TO SCALE)



**HEADER CURB**  
(NOT TO SCALE)

01-OCTOBER-2015

CITY OF SCHERTZ TEXAS  
ENGINEERING AND PUBLIC WORKS

FLATWORK DETAILS

DESIGNED BY:PND  
DRAWN BY:PND  
CHECKED BY:DK  
SHEET NO. LS-11

PROJECT NO.:  
DATE: 2015  
SHEET NO.: 3 OF 36

UTILITY ENGINEERING GROUP PLLC  
1901 W. Loop West, Suite 100, Schertz, Texas 78151  
Tel: 281.331.1111 Fax: 281.331.1112  
www.utilityengr.com

SEAL OF THE CITY OF SCHERTZ, TEXAS  
DAVID A. KNEEDER  
REGISTERED PROFESSIONAL ENGINEER  
NO. 98678  
EXPIRATION DATE 08/31/2023

IH-35 RIATA LIFT STATION RELOCATION AND OFFSITE SEWER IMPROVEMENTS

FLATWORK DETAILS

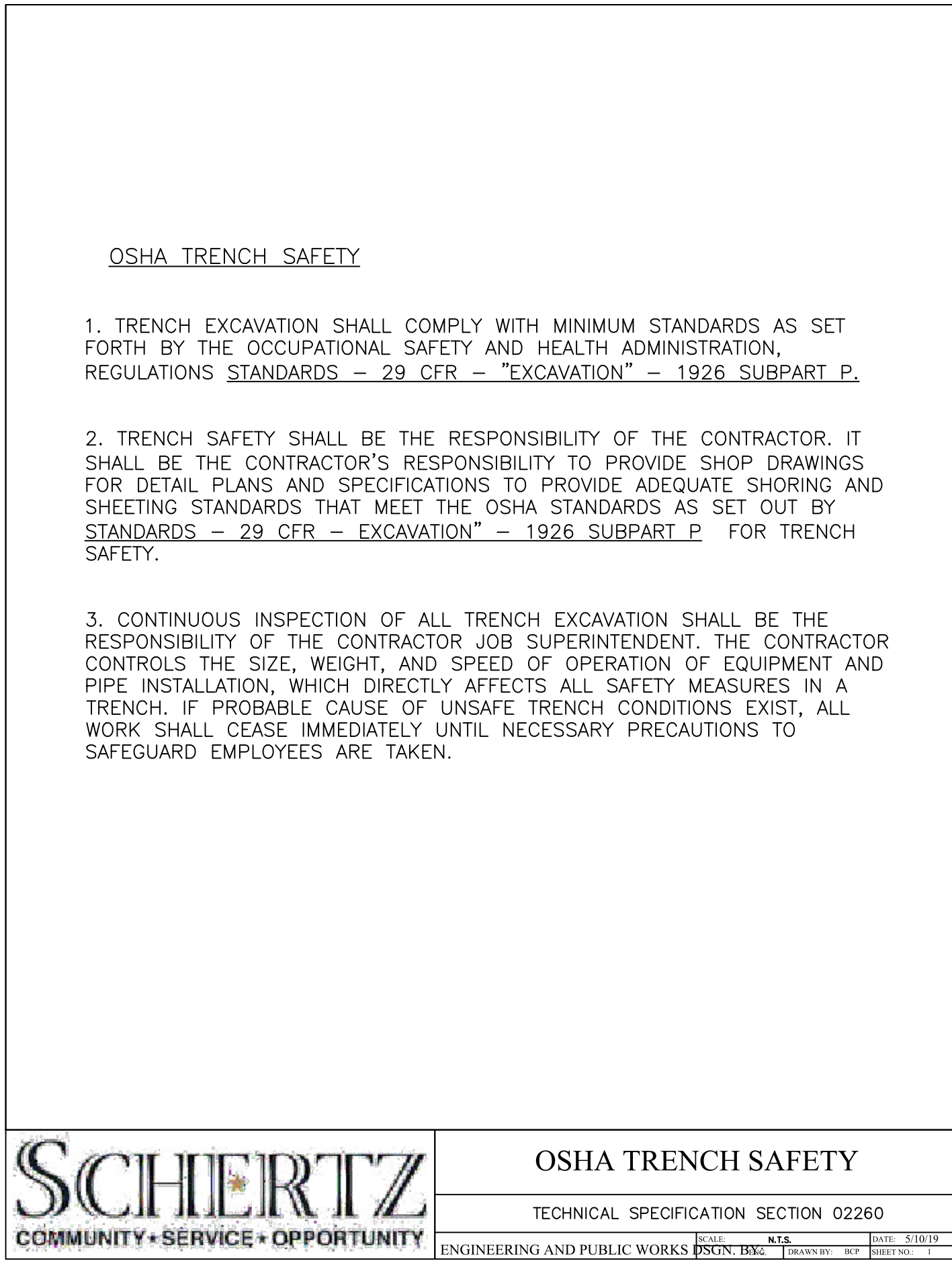
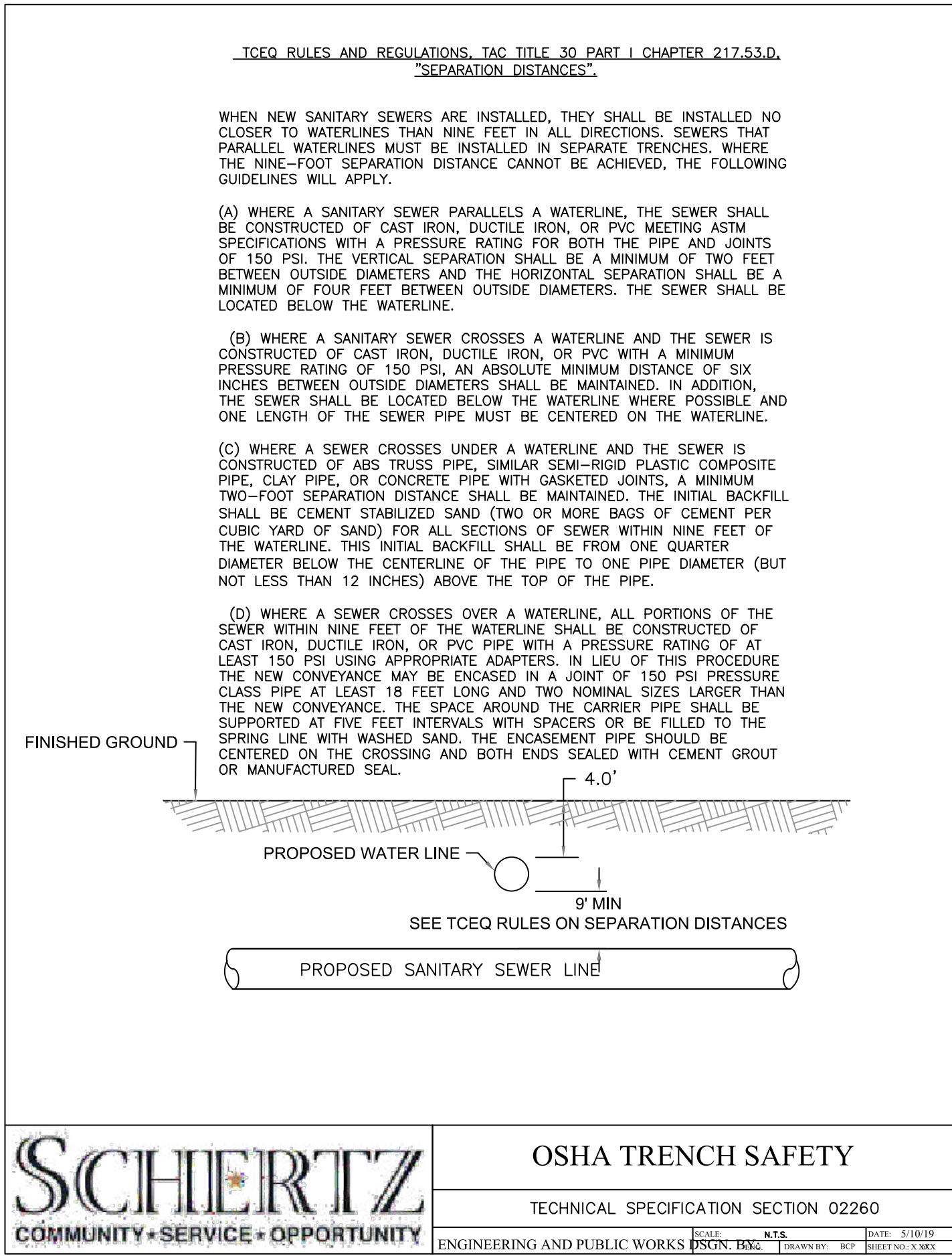
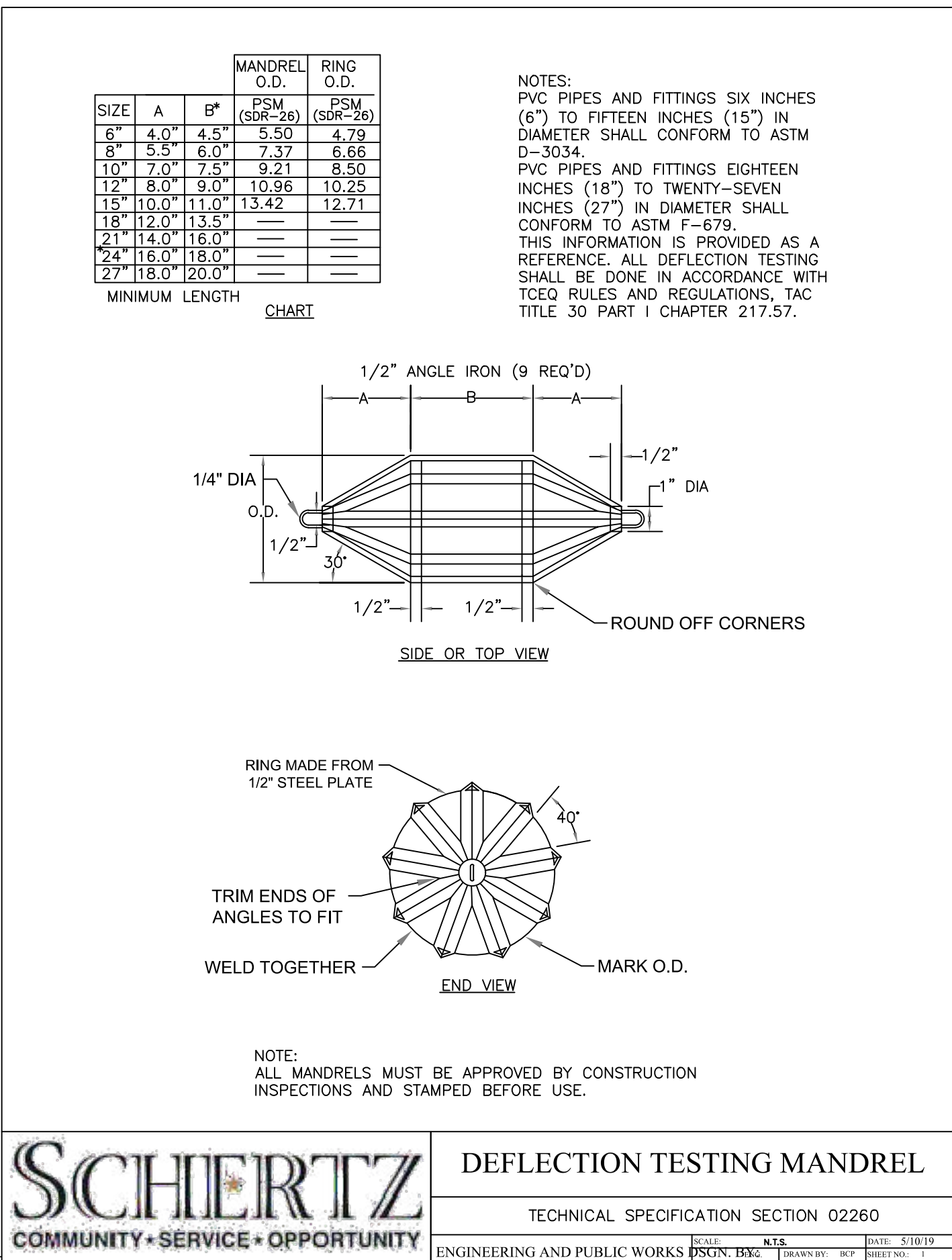
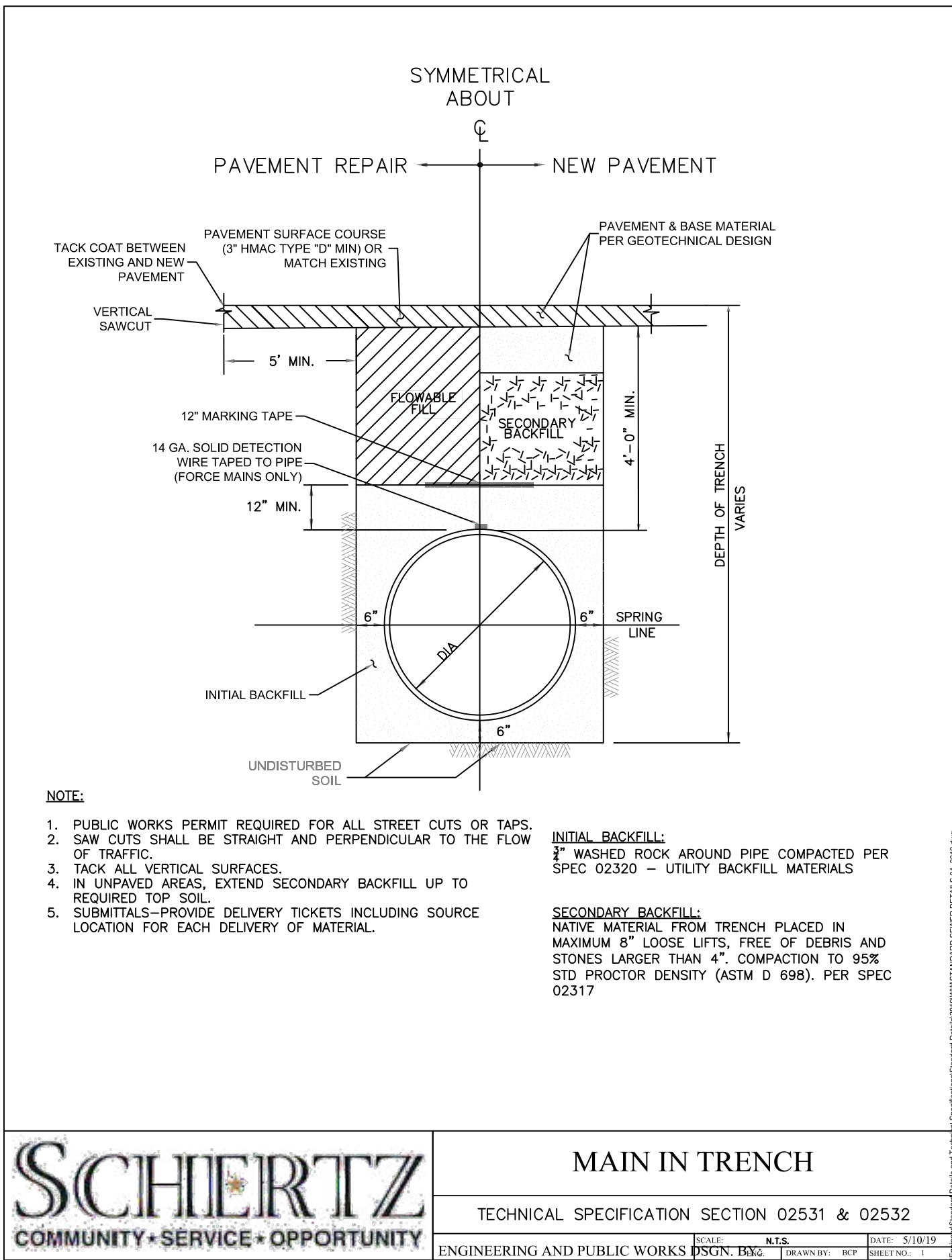
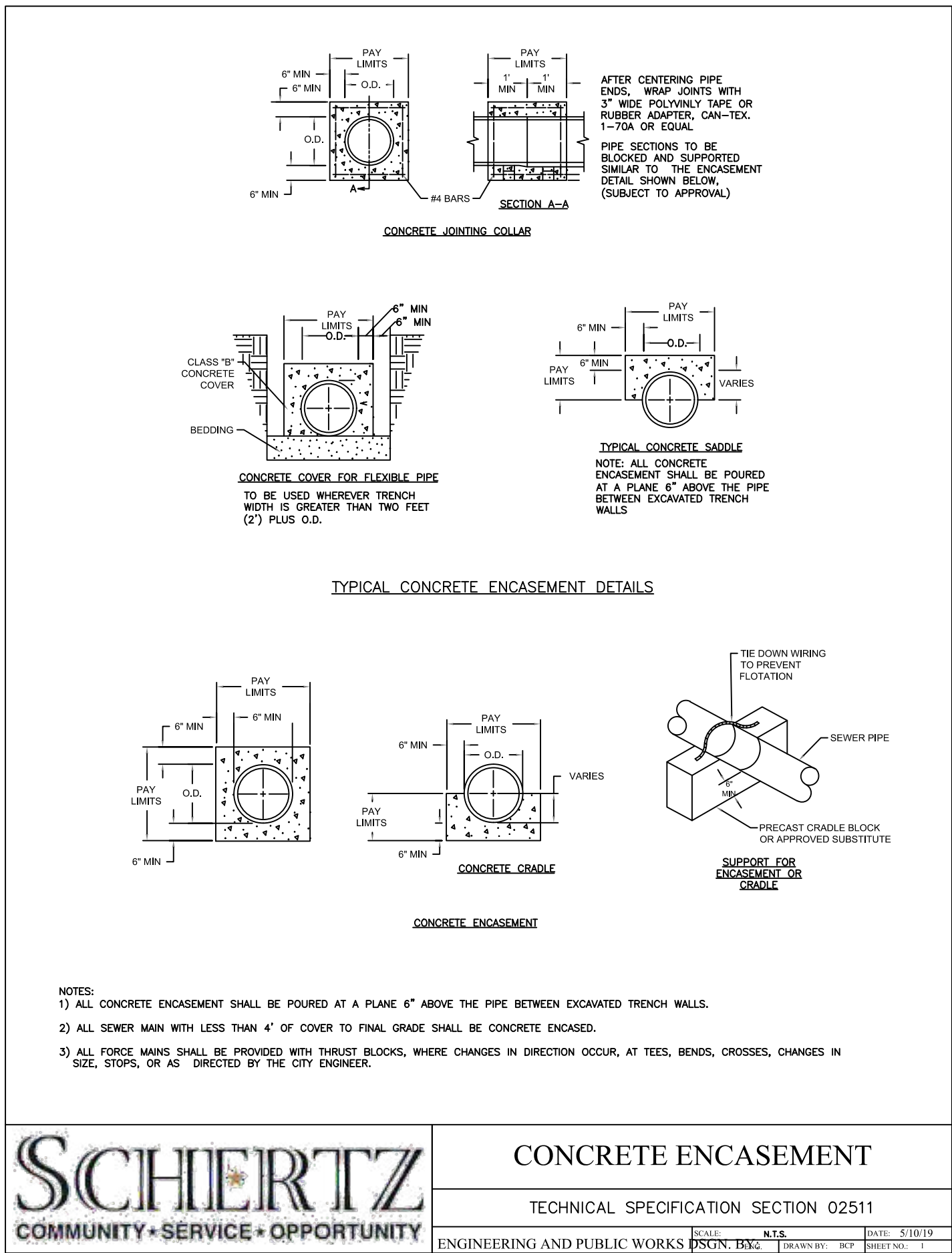
SCALE:  
DATE: 30 January, 2023  
PROJECT NO: 06032-03

DESIGNED BY: PND  
DRAWN BY: PND  
CHECKED BY: DK  
SHEET NO. LS-11

DRWN. BY: LBJ  
DSGN. BY: LBJ  
CHKD. BY: LBJ  
SHEET NO.: 3 OF 36

REVISIONS  
NO. DATE APPD.

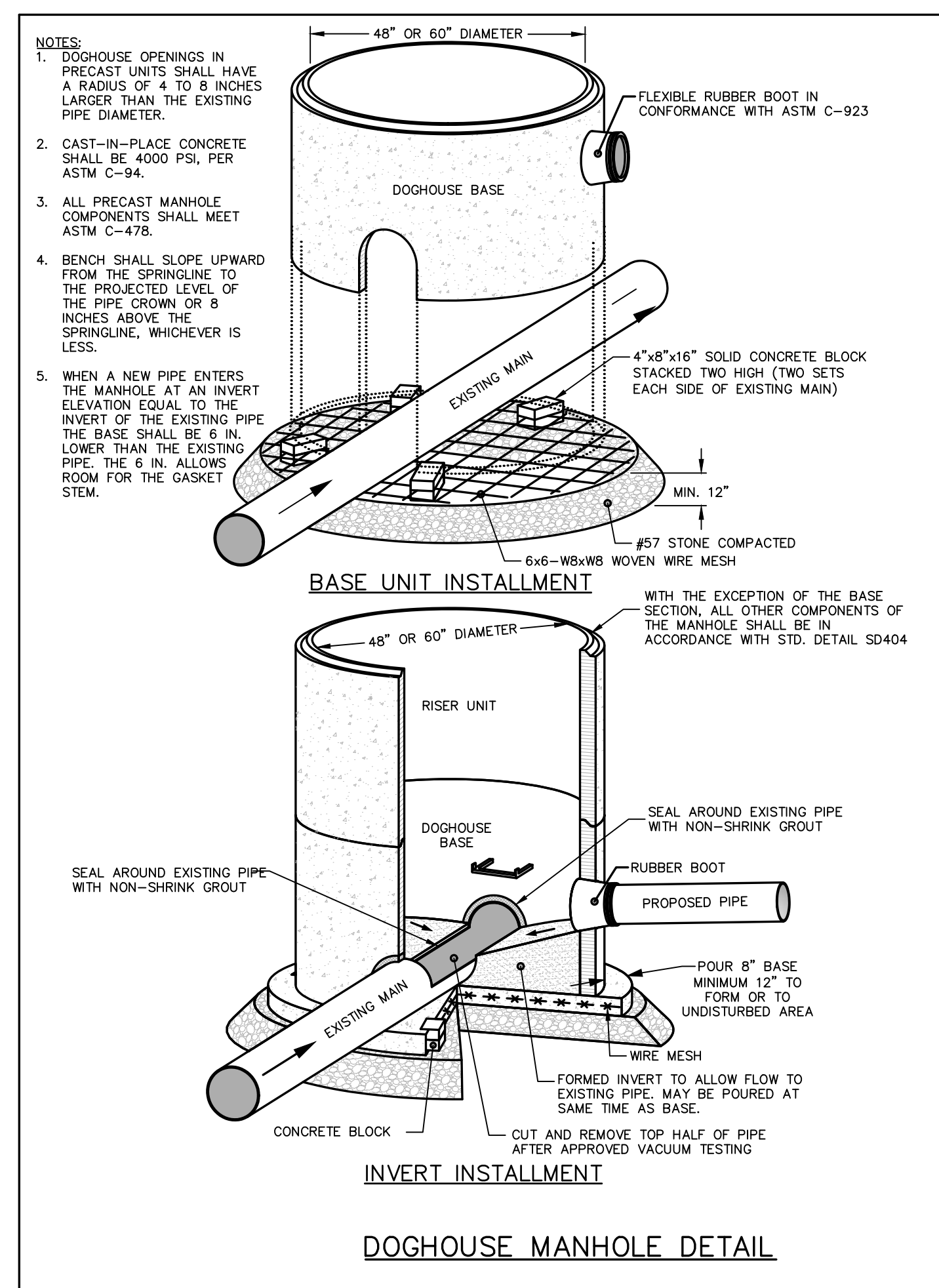
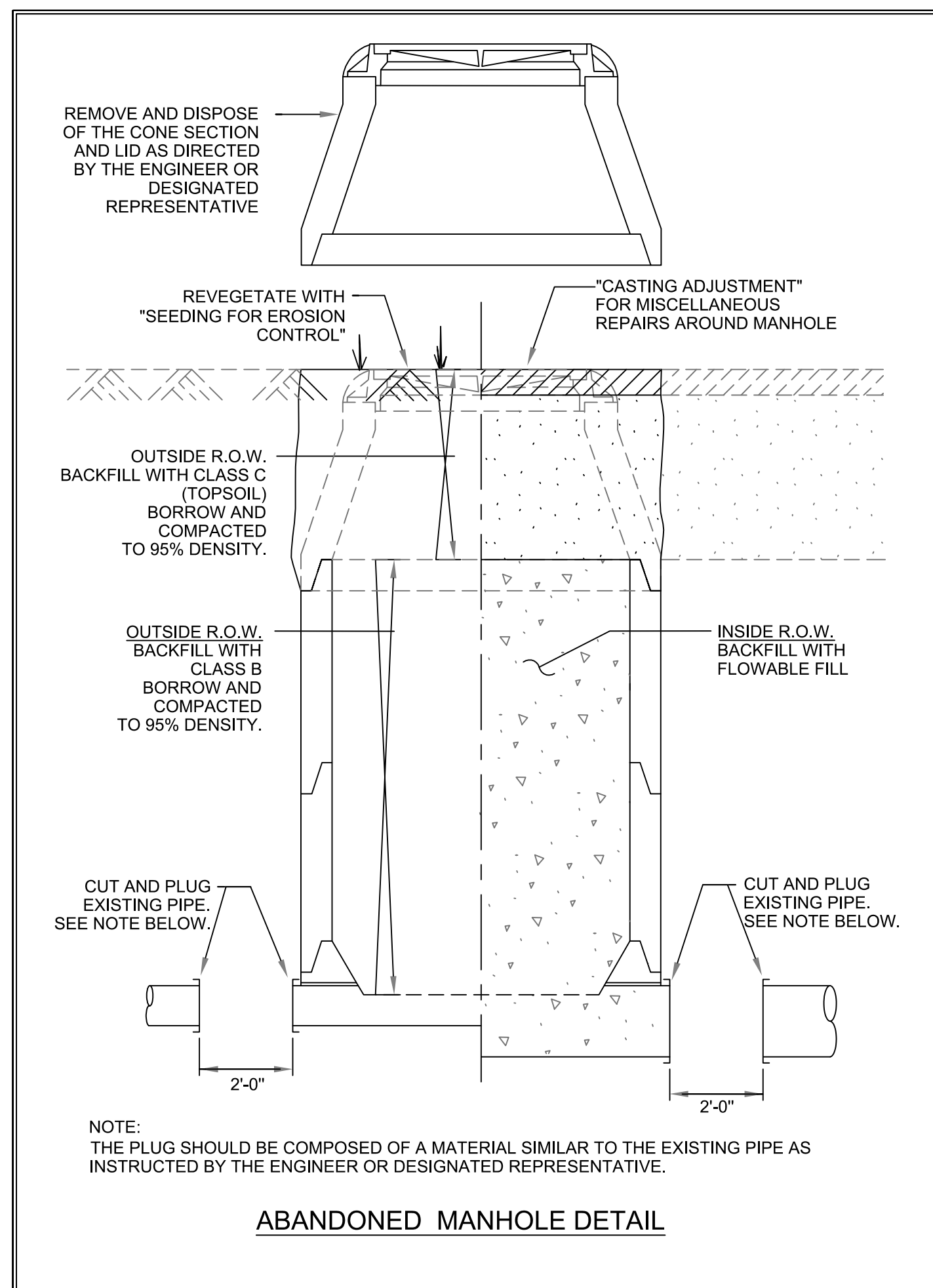




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|------------------------|
| SCALE:                 |
| DATE: 30 January, 2023 |
| PROJECT NO: 03032-03   |
| DESIGNED BY: PND       |
| DRAWN BY: PND          |
| CHECKED BY: DK         |
| SHEET NO.              |
| LS-13                  |
| OF 36 SHEETS           |

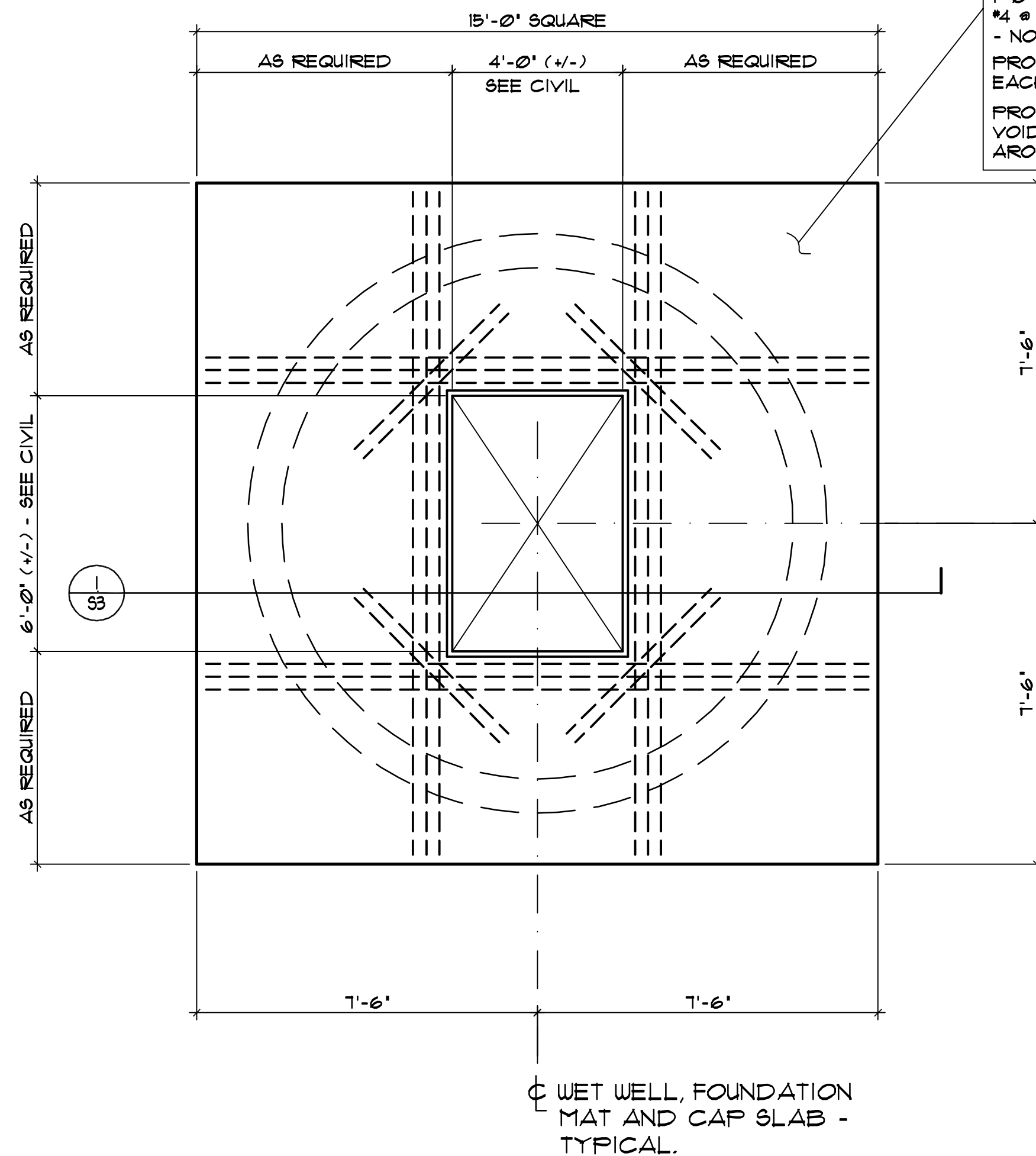


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| SCALE:                 |
| DATE: 30 January, 2023 |
| PROJECT NO: 8032-03    |
| DESIGNED BY: PND       |
| DRAWN BY: PND          |
| CHECKED BY: DK         |
| SHEET NO.              |
| LS-14                  |
| OF 36 SHEETS           |

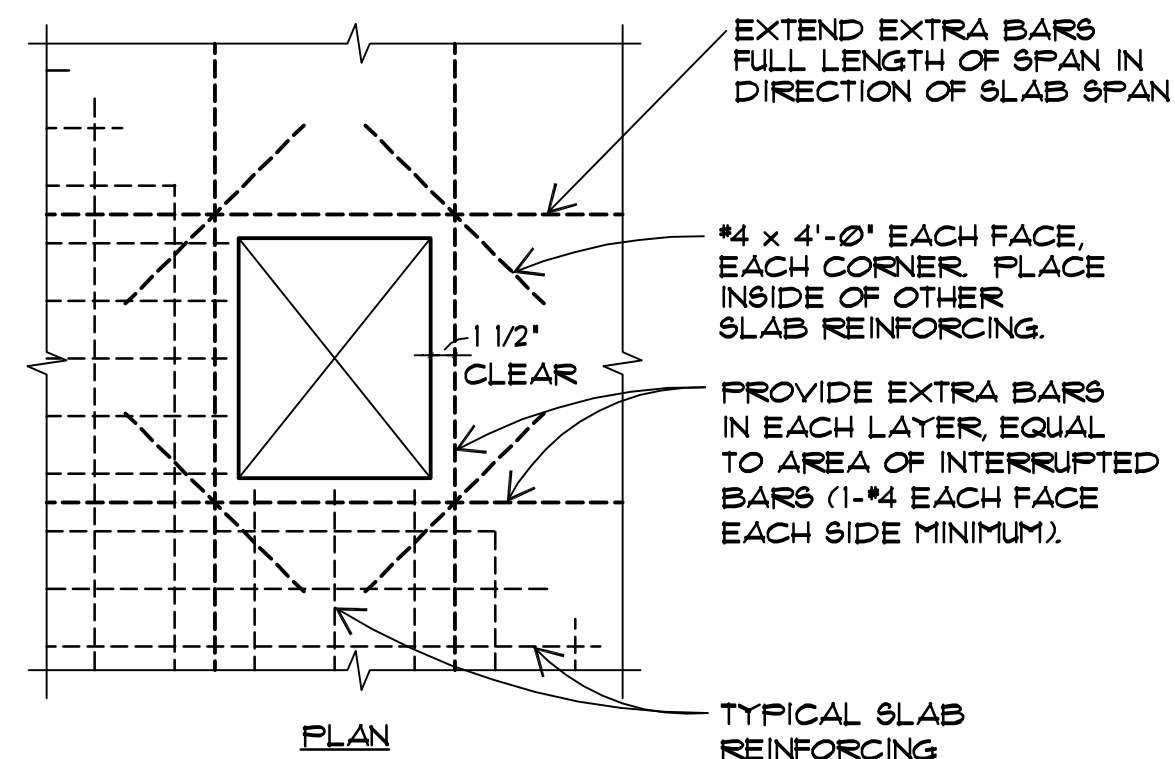


FILE: F:\02107\_Rdwy\_Lift Station\_S1.dwg USER: S1 DATE: 3/20/2021 10:32 AM PLOTTER: 3/20/2021 10:32 AM BY: VC



## WET WELL CAP SLAB PLAN

SCALE: 3/8" = 1'-0"

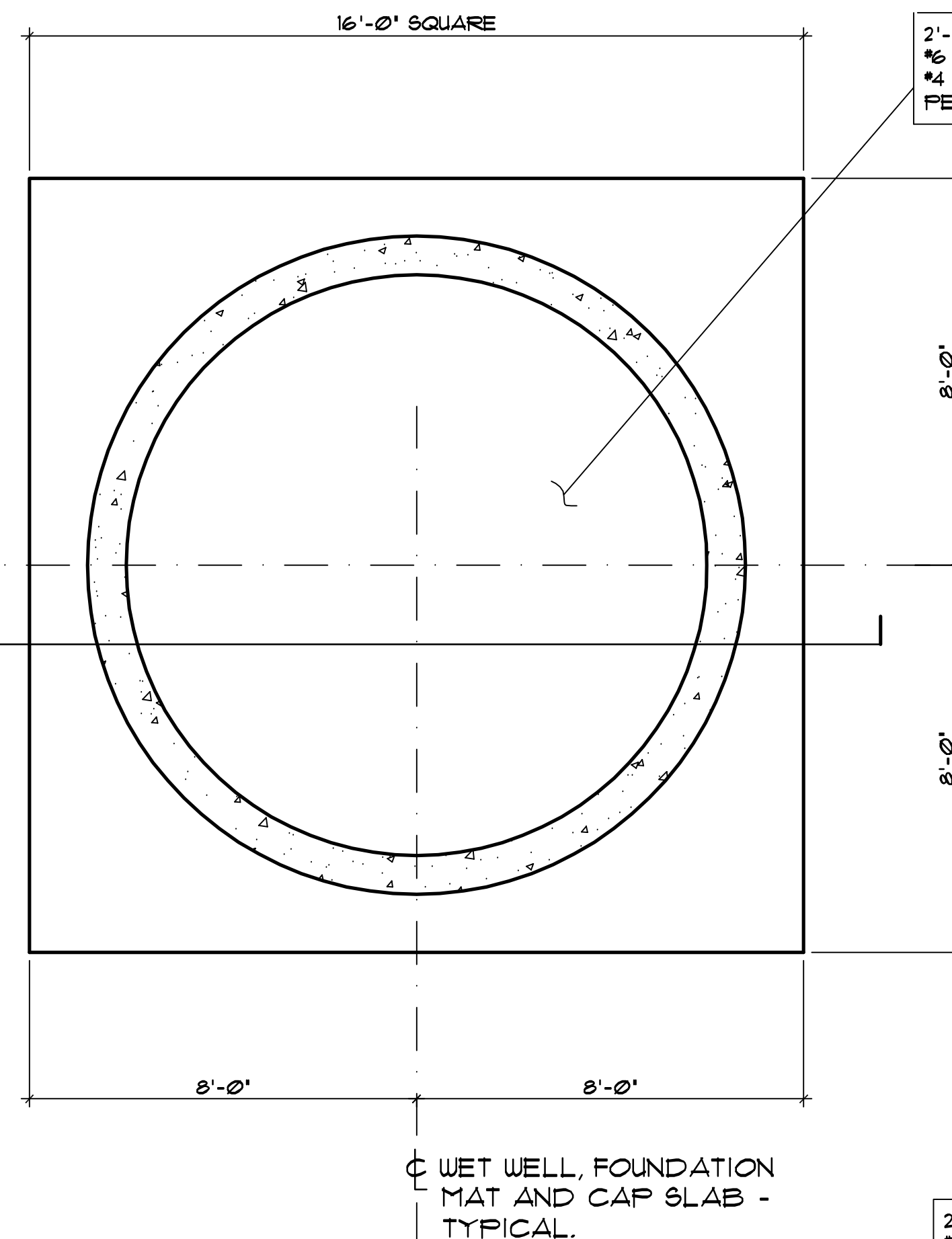


NOTE:  
EXTRA BARS MAY BE OMITTED WHERE SIDES OF OPENING ARE FRAMED BY BEAMS.

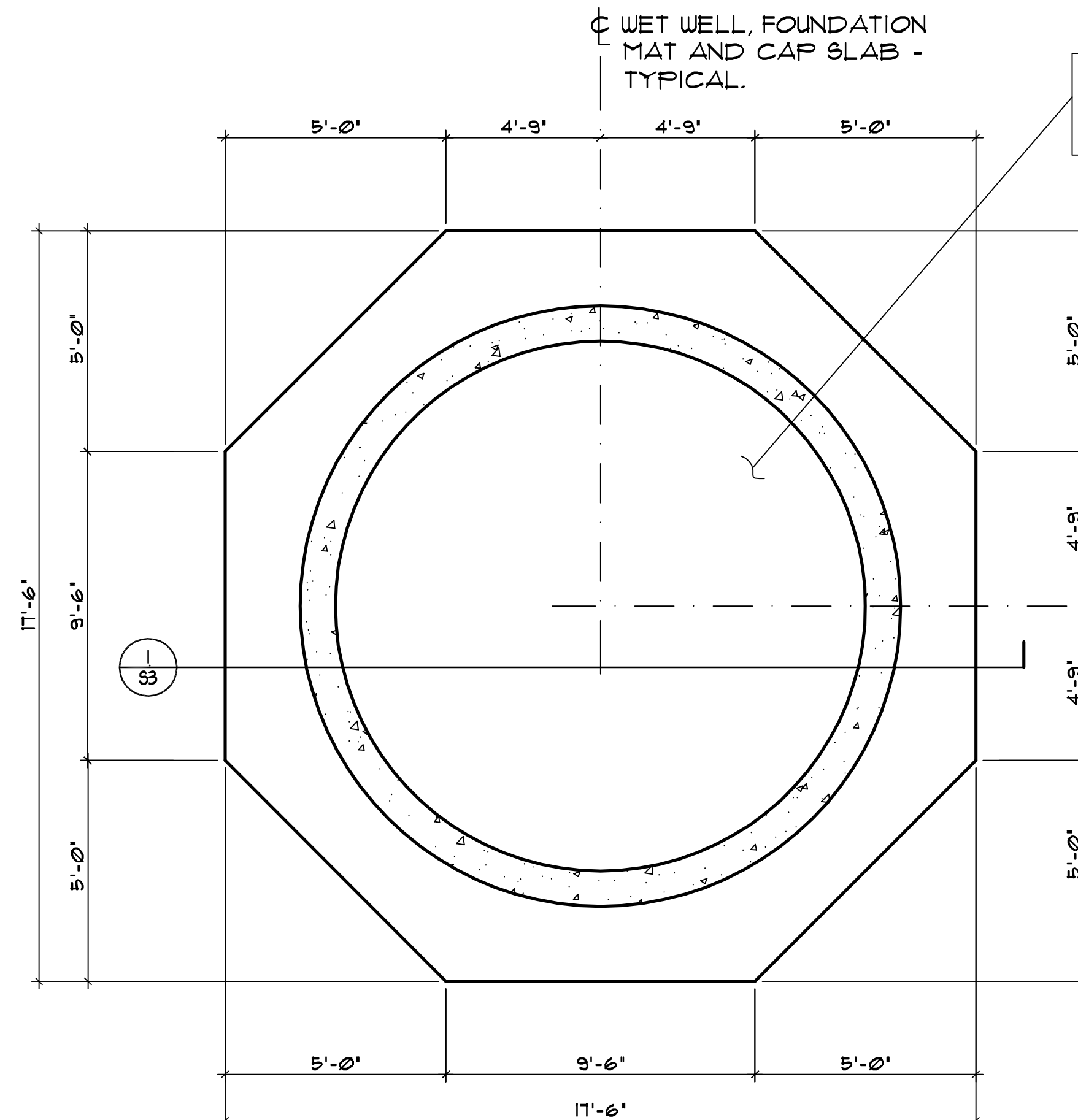
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### TYPICAL REINFORCEMENT AT CONCRETE CAP SLAB OPENING DETAIL

NO SCALE



## OPTION B



## OPTION A

## WET WELL FOUNDATION MAT PLAN (S)

SCALE: 3/8" = 1'-0"



WINTER ENGINEERING  
FIRM NO. F-1865

1100 LAKEWAY DRIVE, SUITE #220  
AUSTIN, TEXAS 78734  
(512) 261-4400

| NO. | REVISIONS | APPD. | DATE |
|-----|-----------|-------|------|
|     |           |       |      |
|     |           |       |      |
|     |           |       |      |
|     |           |       |      |

SCALE: 1/4" = 1'-0"  
DATE: 04/01/21  
PROJECT NO: 002107  
DESIGNED BY: VW:  
DRAWN BY: VW  
CHECKED BY: VW  
SHEET NO.  
S-2  
OF SHEETS



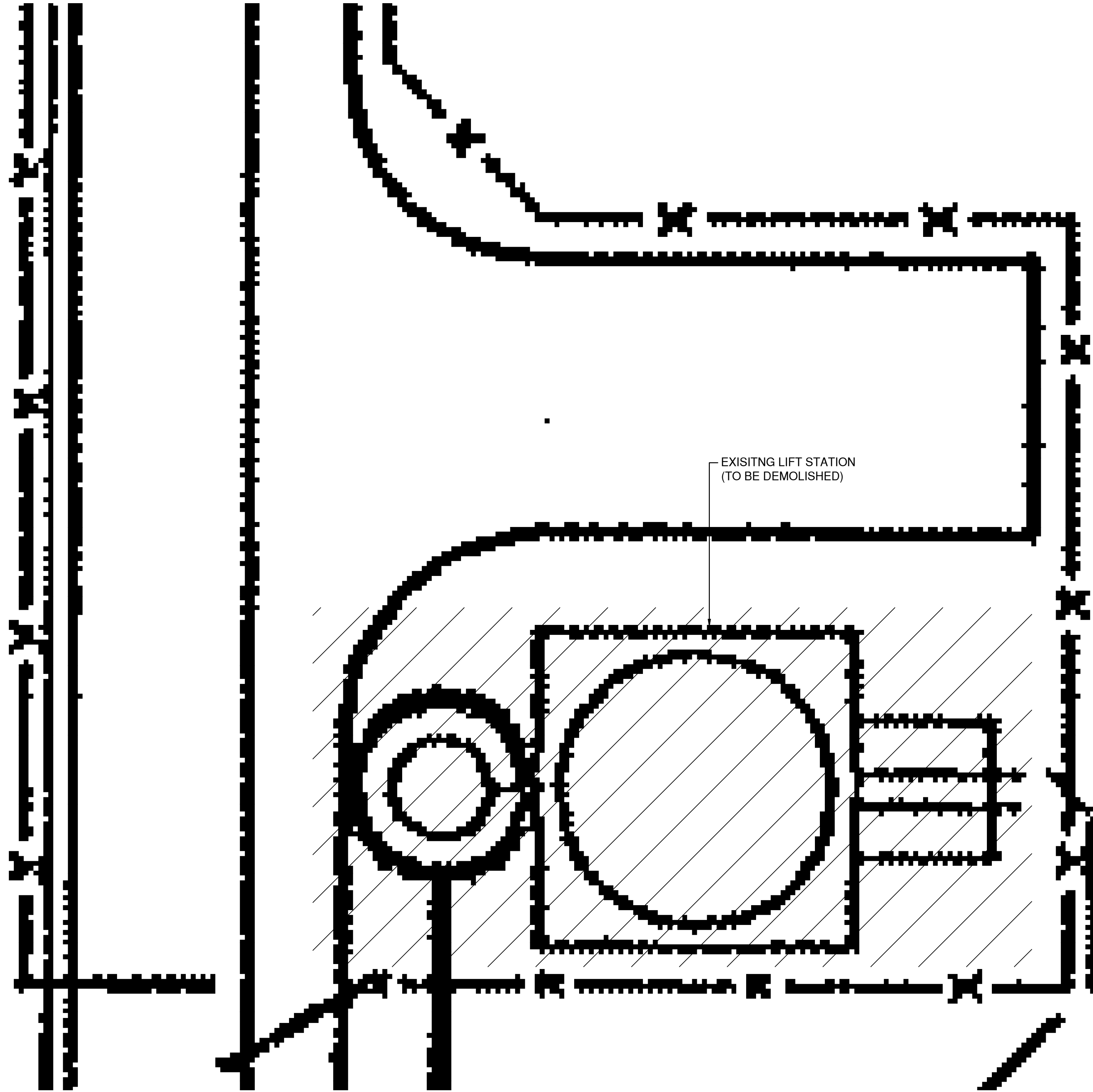
## ABBREVIATIONS

[illegible]



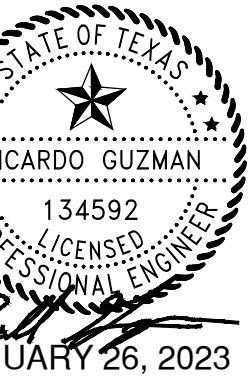
## PROJECT COORDINATES

29.622961, -98.243779  
SCHERTZ, TX 78132



SCALE: N.T.S.

1. FIELD VERIFY ALL UNDERGROUND UTILITIES, PIPING, CONDUITS, AND OBSTRUCTIONS PRIOR TO EXCAVATING. REPAIR ANY DAMAGE OF EXISTING OBSTRUCTION TO ORIGINAL CONDITION.
2. REMOVE ALL ABANDONED CONDUITS. CUT OFF BELOW TOP OF SLAB. PLUG CONDUITS AND REPAIR SLAB TO ORIGINAL FINISH UNLESS NOTED OTHERWISE ON PLANS.
3. REFER TO CIVIL AND/OR STRUCTURAL PLANS FOR ADDITIONAL MODIFICATIONS.
4. LOCATE ALL UNDERGROUND CONDUITS, PIPING, AND OTHER STRUCTURES BEFORE STARTING WORK.
5. COORDINATE WITH LOCAL UTILITY FOR REMOVAL OF ELECTRIC SERVICE.
6. NO RECORD DRAWINGS OR SURVEY EXISTS FOR EXISTING FACILITY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO BID AND DEMOLITION. SITE IS LOCATED IN DIFFERENT LOCATION THAN PROPOSED SITE. ENTIRE SITE SHALL BE DECOMMISSIONING PER TCEQ REQUIREMENTS.



ELECTRICAL SITE PLAN - DEMOLITION

[illegible]

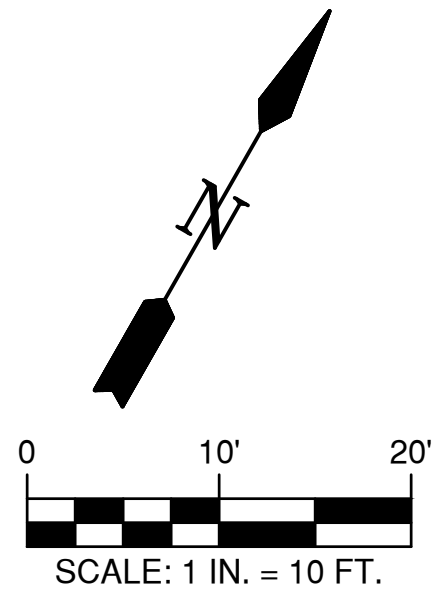
|              |     |
|--------------|-----|
| DESIGNED BY: | CS  |
| DRAWN BY:    | JAA |
| CHECKED BY:  | RG  |
| SHEET NO.    |     |

OF 13 SHEETS ✓



### VICINITY MAP

|  |
|--|
| PROJECT COORDINATES                        |
| 29.622980, -98.243806<br>SCHERTZ, TX 78132 |



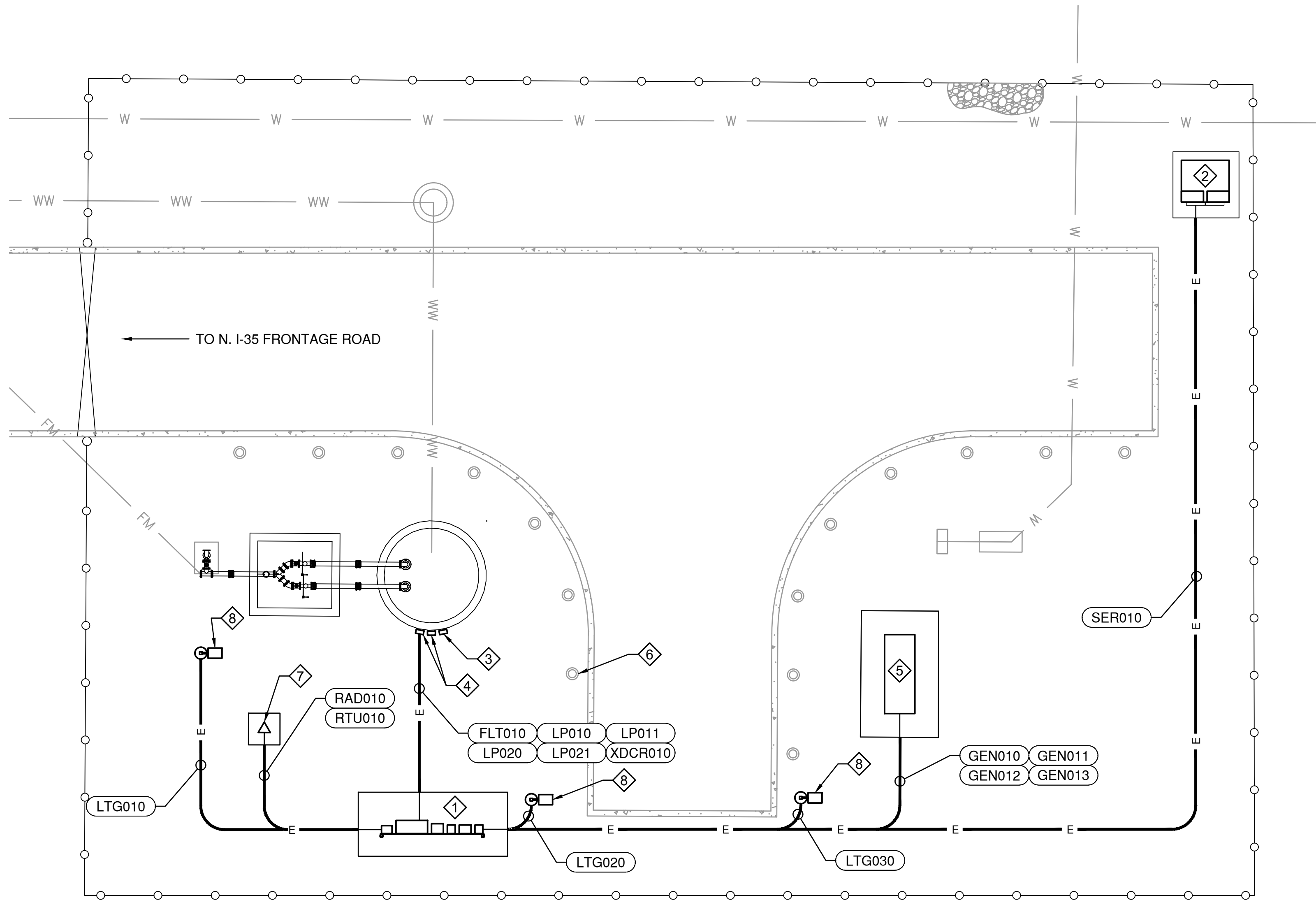
NOTES:

- |    |  |    |   |
|----|--|----|---|
| 1. | REFER TO CONDUIT SCHEDULE FOR FULL CONDUIT AND CABLE REQUIREMENTS.   | 5. | DO NOT INSTALL CONCRETE FOR EQUIPMENT OR DUCTBANK OVER WATER OR SEWER LINES. FIELD VERIFY AND MARK ALL UNDERGROUND LINES.   |
| 2. | COORDINATE ELECTRICAL SERVICE WITH LOCAL POWER COMPANY. ALL COORDINATION IS WITHIN SCOPE OF THIS CONTRACT AT NO ADDITIONAL COST TO OWNER. PROVIDE ADEQUATE SIZED TRANSFORMERS PER POWER COMPANY STANDARDS. | 6. | EQUIPMENT SHOWN MAY NOT TO BE SCALE. REFER TO ALL PLAN SHEETS AND ELECTRICAL DETAILS FOR ADDITIONAL INFORMATION. REFER TO CIVIL DRAWINGS FOR SITE DIMENSIONS.   |
| 3. | CONDUITS SHALL NOT BE INSTALLED UNDERNEATH CONCRETE STRUCTURES, MEANS OF EGRESS, OR WALKWAYS. ROUTE AROUND EQUIPMENT AND AVOID CONFLICT WITH OTHER UNDERGROUND EQUIPMENT.                                  | 7. | INSTALLATION SHALL BE PER LATEST VERSION OF NATIONAL ELECTRICAL CODE, AND ALL APPLICABLE LOCAL CODES/ORDINANCES. NOT ALL CODE AND STANDARD REQUIREMENTS MAY BE SHOWN ON PLANS. CONTRACTOR SHALL ADHERE TO CODES AND STANDARDS REGARDLESS OF BEING SHOWN ON PLANS OR SPECIFICATIONS IN DETAILED FASHION. |
| 4. | EQUIPMENT SHALL NOT BE INSTALLED WITHIN ELECTRICAL EASEMENTS. WHERE EASEMENT CONFLICT EXISTS, CONTACT ENGINEER PRIOR TO INSTALLATION. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ANY AND ALL EASEMENTS. | 8. | PROVIDE ADEQUATE WORKING SPACE FOR ALL ELECTRICAL EQUIPMENT AND GENERATOR ENCLOSURE DOORS.  |

9. PROVIDE GROUND CONNECTION AT SERVICE, PANELS, METALLIC EQUIPMENT AT RACK, PIPING, AND ALL METALLIC PARTS WITHIN PROJECT SITE.
10. CONCRETE SPOILS SHALL NOT BE DUMPED ON SITE. DO NOT OVER POUR DUCTBANKS. PROVIDE ADEQUATE FORMS PRIOR TO POUR.
11. COORDINATE CONDUIT STUB-UP LOCATIONS WITH GENERATOR MANUFACTURER PRIOR TO POURING HOUSEKEEPING PAD.
12. COORDINATE FINAL GENERATOR ENCLOSURE DIMENSIONS PRIOR TO POURING HOUSEKEEPING PAD. CONTRACTOR SHALL SIZE HOUSEKEEPING PAD 6 IN. LARGER ON ALL SIDES THAN ENCLOSURE. REFER TO ELECTRICAL DETAILS FOR ADDITIONAL REQUIREMENTS.
13. REFER TO SPECIFICATIONS AND ENTIRE DRAWING PACKAGE PRIOR TO BID FOR FULL PROJECT REQUIREMENTS.
14. ALL EQUIPMENT SHOWN IS NEW UNLESS STATED OTHERWISE.
15. ALL ELECTRICAL EQUIPMENT CONCRETE FOUNDATIONS ARE TO BE INSTALLED ABOVE FINISHED GRADE. ADDITIONAL ELEVATION DUE TO FLOOD PLANE REQUIREMENTS ARE NOT SHOWN. REFER TO CIVIL SHEETS FOR FLOOD PLAIN LEVEL AND MINIMUM FOUNDATION HEIGHT REQUIREMENTS.
16. INSTALL TRANSFORMER POLE AND TERMINAL POLE AS REQUIRED BY UTILITY STANDARDS AND COORDINATION.

KEYED NOTES:

- |   |                                      |     |
|---|--------------------------------------|-----|
| 1 | ELECTRICAL RACK.                     |     |
| 2 | PAD MOUNTED TRANSFORMER.             |     |
| 3 | FLOATS/TRANSDUCER TERMINAL BOX.      |     |
| 4 | LIFT PUMP TERMINAL BOX.              |     |
| 5 | 480/277V, 3Ø, 80KW DIESEL GENERATOR. | RE: |
|   | SPECIFICATIONS.                      |     |
| 6 | BOLLARD (TYPICAL).                   |     |
| 7 | RADIO TOWER.                         |     |
| 8 | AREA LIGHT.                          |     |



# ELECTRICAL SITE PLAN - PROPOSED

SCALE: 1 IN. = 10 FT.

## ELECTRICAL ONE-LINE DIAGRAM

NOTE: ITEMS IN GREYSCALE ARE EXISTING

NOTES:

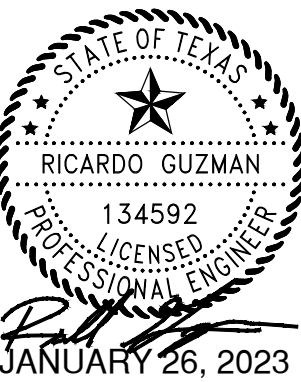
1. CONTRACTOR SHALL VERIFY AVAILABLE FAULT CURRENT WITH POWER COMPANY AND PROVIDE EQUIPMENT RATED ACCORDINGLY. INTERRUPT CAPACITY FOR ALL COMPONENTS SHALL BE SAME AS SERVICE.
2. PROVIDE ALL REQUIRED ALARM AND DEVICE POWER CONDUCTORS FOR LOCAL PANELS INSTALLED NEAR MOTORS AND EQUIPMENT. SEE ONE-LINE DIAGRAM, CONTROL DIAGRAMS AND EQUIPMENT SPECIFICATIONS FOR REQUIREMENTS. CONDUCTORS MAY BE ROUTED IN POWER CONDUITS WHERE INSULATION RATING IS 600 VOLTS AND WHERE CONDUIT AREA/SPACE IS PER NEC, OR SEPARATE 1 INCH CONDUIT SHALL BE PROVIDED.
3. COORDINATE LVP BREAKER SIZES WITH GENERATOR MANUFACTURER FOR AUXILIARY LOADS
4. VERIFY CAPACITOR SIZE REQUIREMENTS WITH MOTOR MANUFACTURER BEFORE ORDERING. DO NOT OVERCORRECT. PROVIDE CONDUCTORS AND CONDUITS SIZED ACCORDINGLY TO NEC. CAPACITORS SHALL NOT BE DIRECTLY CONNECTED TO RVAT AND SOLID STATE STARTERS. (USE CONTRACTOR, HOA, TIME DELAY AND BREAKER) INTERLOCK WITH STARTERS.
5. ALL CONTROL PANELS TO BE UL LISTED.
6. CONTRACTORS SHALL READ ENTIRE CONTENTS OF SPECIFICATIONS BEFORE BIDDING ON THIS PROJECT.
7. SEAL OFF FITTINGS ARE REQUIRED FOR ALL RACEWAYS ENTERING AND EXITING WET WELL JUNCTIONS BOXES. FILL SEAL OFF FITTINGS WITH 3M-2123 RE-ENTERABLE SEALING COMPOUND.
8. ALL 480V LINE AND CONDUCTORS SHALL BE MEGGER TESTED WITH A MINIMUM READING OF 50 OHMS TO BE ACCEPTABLE. ALL TESTING SHALL BE WITNESSED BY AN ENGINEER.
9. REFER TO CONDUIT/CABLE SCHEDULE FOR ADDITIONAL DETAILS.
10. NEUTRAL BONDING PER NATIONAL ELECTRICAL CODE ARTICLE 250.
11. SERVICE SHALL BE ADHERE TO LATEST UTILITY STANDARDS. COORDINATE AND PAY FOR ALL UTILITY RELATED EXPENSES PER POWER COMPANY ALLOWANCE.
12. COORDINATE ALL CONNECTIONS TO GENERATOR WITH MANUFACTURER.

| ELECTRICAL LOAD ANALYSIS                |        |      |      |      |
|---|--------|------|------|------|
| LOAD                                    |        | AMPS |      |      |
|   |        | PH A | PH B | PH C |
| LIFT PUMP NO 1                          | 23 HP  | 28   | 28   | 28   |
| LIFT PUMP NO 2                          | 23 HP  | 28   | 28   | 28   |
| MINI-POWER ZONE - L.S.                  | 15 KVA | 18   | 18   | 18   |
| 25% OF LARGEST MOTOR                    |        | 7    | 7    | 7    |
| TOTAL LOAD                              |        | 81   | 81   | 81   |
| SERVICE AMPACITY<br>@ 277/480V, 3PH, 4W |        | 100  | 100  | 100  |
| SPARE AMPACITY                          |        | 19   | 19   | 19   |
| GENERATOR LOAD                          |        | 81   | 81   | 81   |
| GENERATOR AMPACITY                      |        | 120  | 120  | 120  |

USE 22 KAIC RATED DEVICES AND BRACING

## IIH-35 RIATA LIFT STATION RELOCATION AND OFFSITE SEWER IMPROVEMENTS

## ELECTRICAL ONE-LINE DIAGRAM



SCALE: N/A

DATE: 26 January, 2023

PROJECT NO:

DESIGNED BY: CS

DRAWN BY: JAA

CHECKED BY: RO

SHEET NO. \_\_\_\_\_

4

OF 13 SHEETS

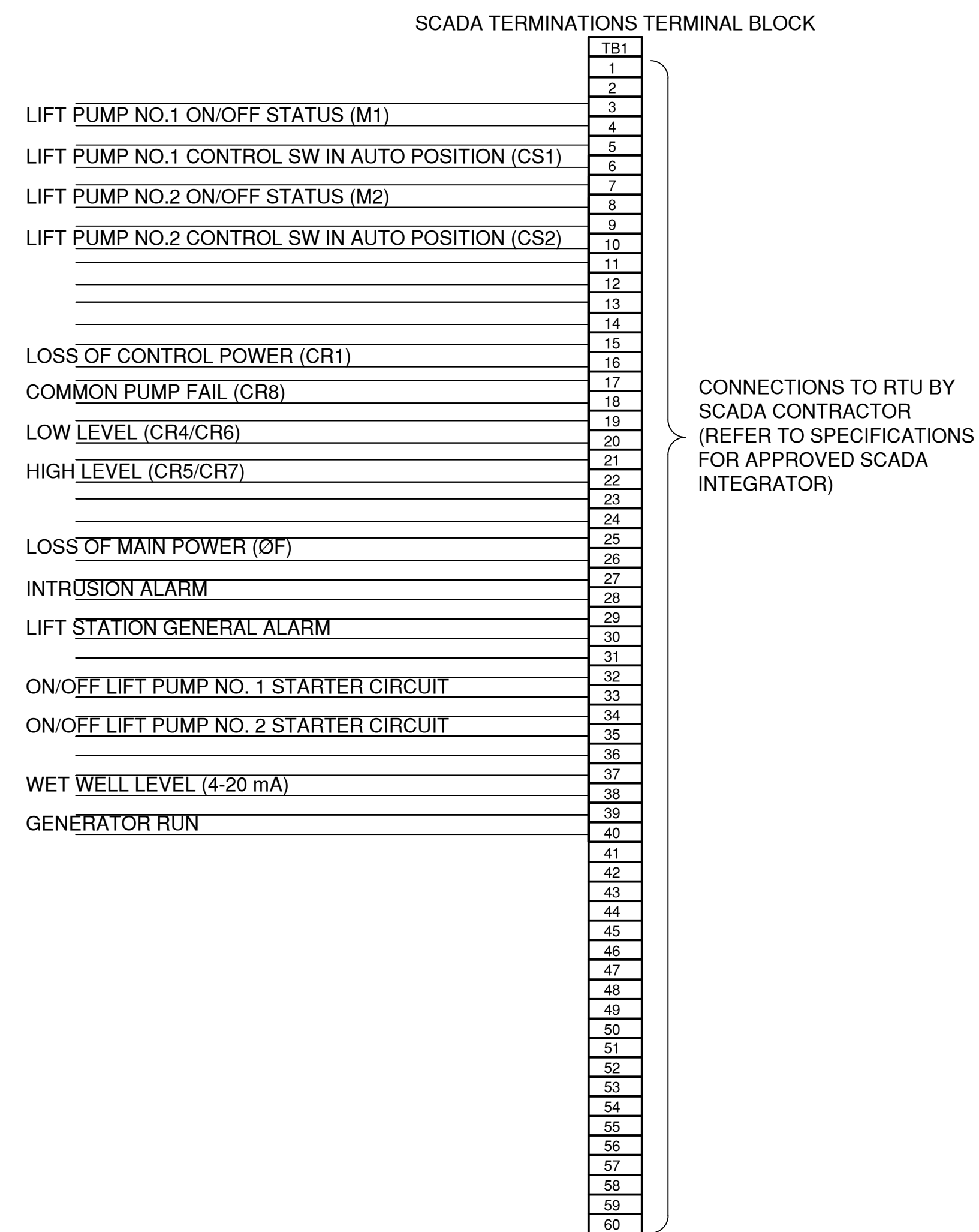
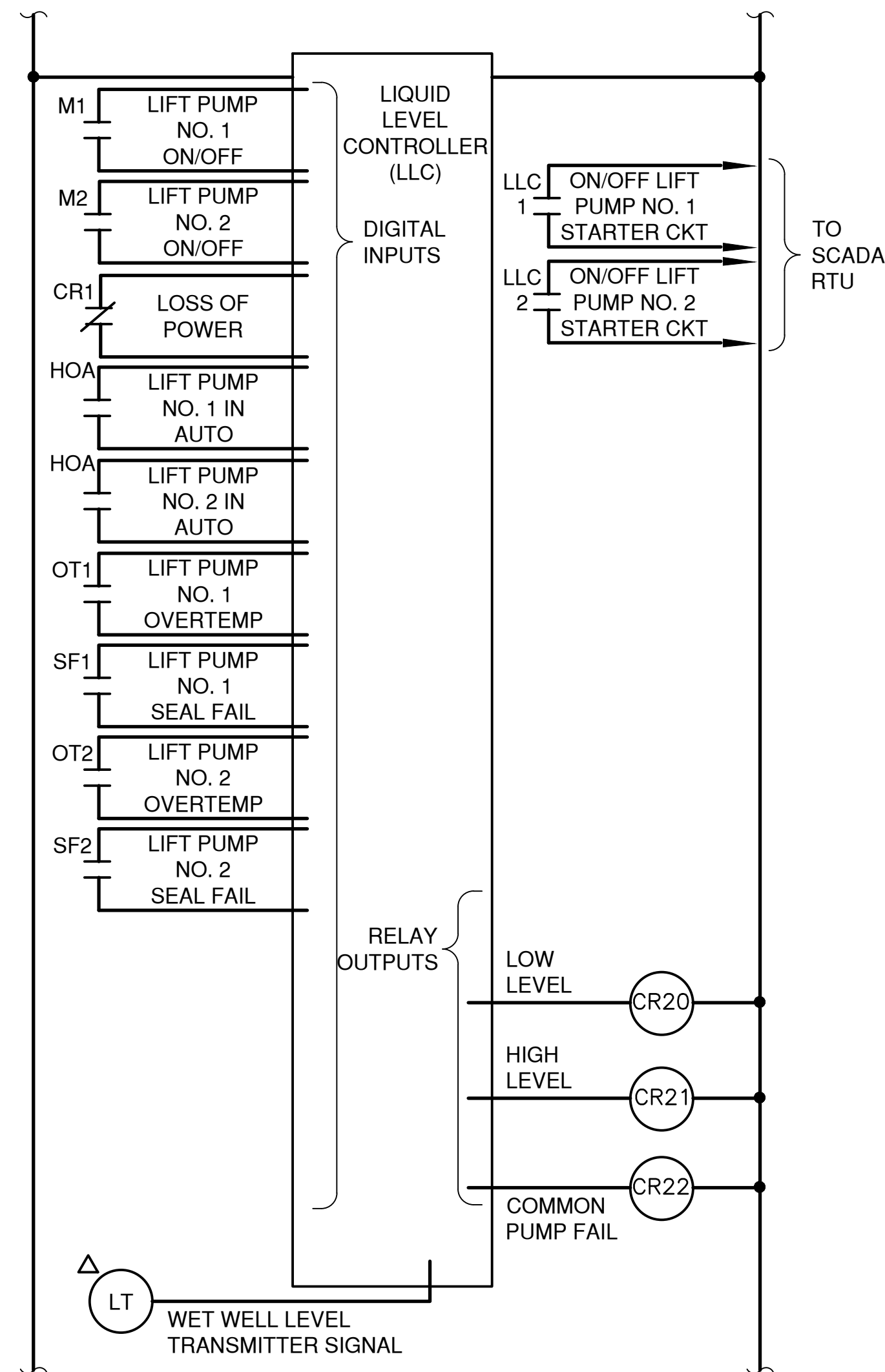
OF 15 SHEETS



**CLEARY  
ZIMMERMANN**  
ENGINEERS

**Firm No. F-9357 | ClearyZimmermann.com**

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1. PROVIDE INTERMEDIATE JUNCTION BOX SHOULD PRESSURE TRANSDUCER CABLE NOT BE SUFFICIENT FROM BOTTOM OF WET WELL TO SCADA PANEL CONTROLLER.
2. PROVIDE 12 IN. CLEARANCE BETWEEN POWER CONDUITS AND COMMUNICATION CONDUITS WITHIN DUCTBANKS.

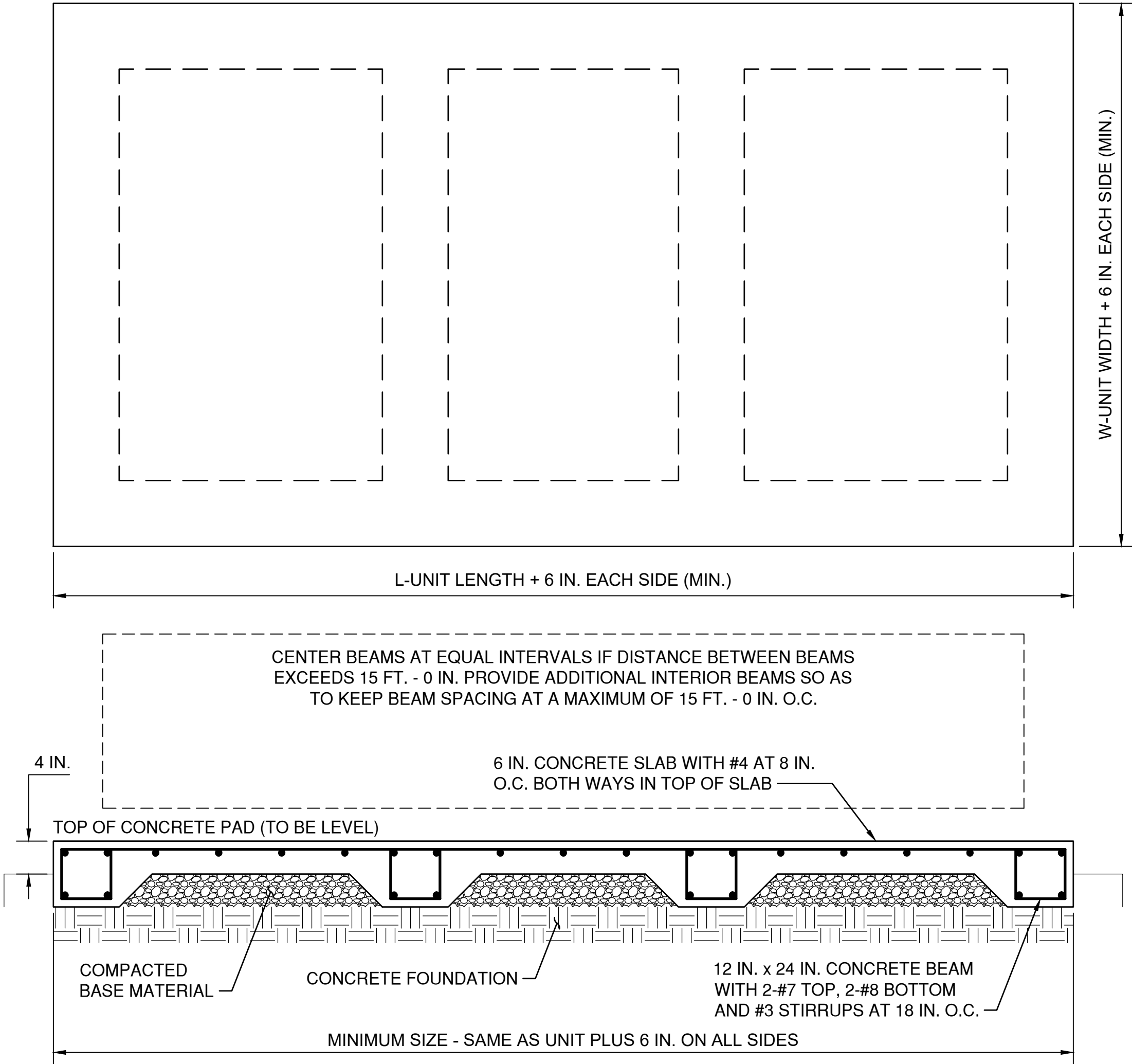
| LUMINAIRE FIXTURE SCHEDULE |                       |         |        |         |          |                   |                                 |   |
|----------------------------|-----------------------|---------|--------|---------|----------|-------------------|---------------------------------|---|
| SYMBOL                     | DESCRIPTION           | VOLTAGE | LUMENS | WATTAGE | MOUNTING | MANUFACTURER      | LUMINAIRE CATALOG NUMBER        | POLE DATA   |
| AL                         | VAPORTITE ALARM/LIGHT | 120V    | 4,000  | -       | AS NOTED | LITHONIA OR EQUAL | OLVTWM                          | -   |
| B                          | WALL PACK             | 120V    | 5,174  | -       | WALL     | LITHONIA          | TWP LED AL0 50K                 | HARDWARE, ANCHORS, AND HINGE PIN SHALL BE 316 SS<br>SEAL PENETRATIONS WITH LIQUID TIGHT GROUT |
| F                          | AREA LIGHT            | 120V    | 27,900 | 231     | POLE     | LITHONIA          | DSX1 LED-P5-50K-T5W-MVOLT-DDBXD |   |

| VOLTAGE DROP  |               |        |                         |           |       |      |         |                  |
|---------------|---------------|--------|-------------------------|-----------|-------|------|---------|------------------|
| FROM          | TO            | LENGTH | CONDUCTORS<br>PER PHASE | WIRE SIZE | Cm    | LOAD | VOLTAGE | VOLTAGE<br>DROP% |
| UTILITY       | TRANSFORMERS  | 1 FT.  | 1                       | #1        | 83690 | 81   | 480     | 0.00%            |
| TRANSFORMERS  | CONTROL PANEL | 60 FT. | 1                       | #1        | 83690 | 81   | 480     | 0.27%            |
| CONTROL PANEL | LIFT PUMPS    | 15 FT. | 1                       | #8        | 16510 | 41   | 480     | 0.17%            |

1. A PERMANENTLY AFFIXED LABEL SHALL BE APPLIED WITH THE FAULT CURRENT AT THE TIME OF INSTALLATION AND FAULT STUDY. THE LABEL SHALL INCLUDE THE DATE OF THE CALCULATION. REFER TO SPECIFICATIONS.
2. ALL SERVICES SHALL BE IDENTIFIED WITH A PERMANENT LABEL AT EACH DISCONNECT PER NEC 230.2.
3. VERIFY NAMEPLATE AND MANUFACTURER'S REQUIREMENTS ON ALL MOTORS PRIOR TO ORDERING EQUIPMENT.

[illegible]

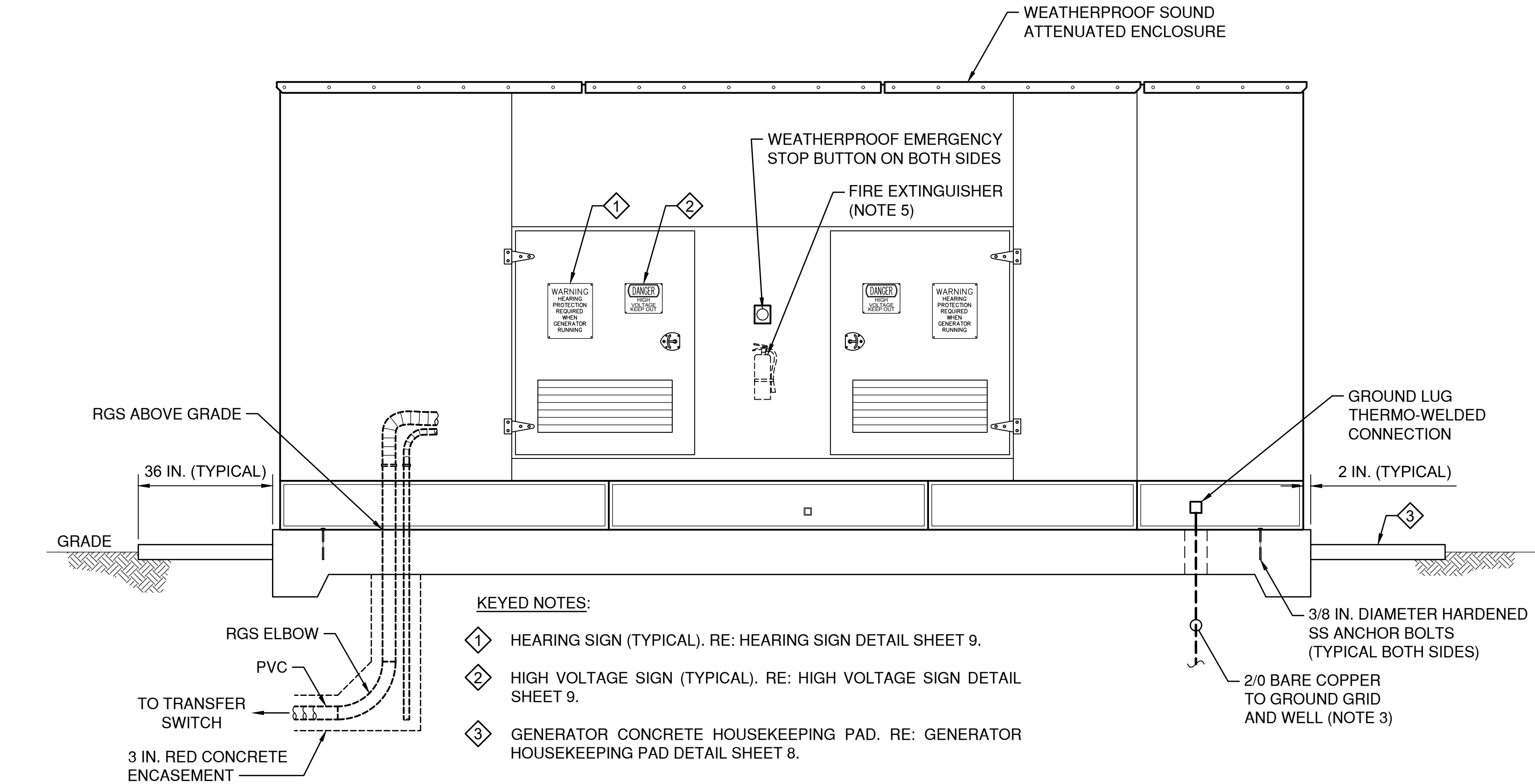
FILE: Y:\2028\2028.dwg 2028 E:\08 GSET1.dwg THE 2028 E:\08 GSET1.dwg PLOTTED: 1/26/2023 2:54 PM BY: JONATHAN ALLEN



GENERATOR CONCRETE HOUSEKEEPING PAD DETAIL  
SCALE: N.T.S.

| GENERATOR & TANK DATA |  |
|-----------------------|--|
| ITEMS                 | DATA   |
| GENERATOR*            | 80 KW (MIN.), 100 KVA, 120A<br>W/ 300 GAL. SUB BASE DIESEL FUEL TANK (UL 142).<br>FUEL CONSUMPTION RATE FULL LOAD - 6.3 GPH<br>WT = 2,750 LBS. (GENERATOR AND ENCLOSURE) |
| ENCLOSURE*            | SOUND ATTENUATING: 72dB @ 23 FT. (MIN.) (LEVEL 2)<br>DIM. 120 IN. L x 46 IN. W x 64 IN. H  |
| NFPA 110              | CLASS 24, TYPE 10, LEVEL 2   |

\* VERIFY EQUIPMENT PARAMETERS WITH THE SPECIFIC MANUFACTURER



KEYED NOTES:

1. HEARING SIGN (TYPICAL). RE: HEARING SIGN DETAIL SHEET 9.
2. HIGH VOLTAGE SIGN (TYPICAL). RE: HIGH VOLTAGE SIGN DETAIL SHEET 9.
3. GENERATOR CONCRETE HOUSEKEEPING PAD. RE: GENERATOR HOUSEKEEPING PAD DETAIL SHEET 8.

NOTE:

1. COORDINATE CONDUIT LOCATIONS WITH GENERATOR MANUFACTURER.
2. DO NOT ROUTE GROUND CONDUCTORS ACROSS TOP OF SLAB INSIDE OR OUTSIDE ENCLOSURE. INSTALL IN SCHEDULE 80 PVC SLEEVE IN SLAB.
3. PROVIDE UL RATED CLASS B FIRE EXTINGUISHER, PROPLUS MODEL PROPLUS5MP FOR FUEL TYPE, PER GENERATOR MANUFACTURER'S RECOMMENDATIONS AND FIELD LOCATE.

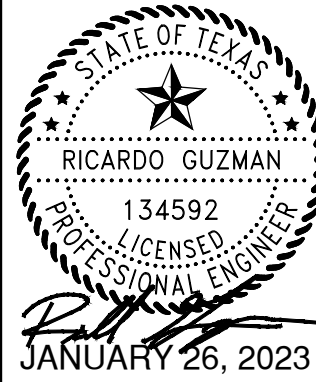
SOUND ATTENUATED GENERATOR ENCLOSURE DETAIL  
SCALE: N.T.S.

GENERAL NOTES:

1. CONDUCTING GENERATOR TESTS. SET MOTOR STARTER TIME DELAY RELAYS IN THE ORDER OF MOTOR SIZE SMALLEST TO LARGEST, WITH FIRST SETTING AT 10 SECONDS AND EACH CONSECUTIVE TIME DELAY AT 10 SECOND GREATER INCREMENTS. I.E. P1 TD = 10 SEC; P2 TD = 20 SEC, P3 TD = 30 SEC., ETC. THESE SETTINGS SHOULD NEVER BE CHANGED TO ASSURE PROPER LOAD SEQUENCING ON GENERATOR. RECORD SETTINGS AND INCLUDE IN RECORD-BUILT.
2. PROVIDE DIGITAL CONTROLLER, OR APPROVED EQUAL, WITH RJ-45 COMMUNICATION TO ETHERNET SWITCH.

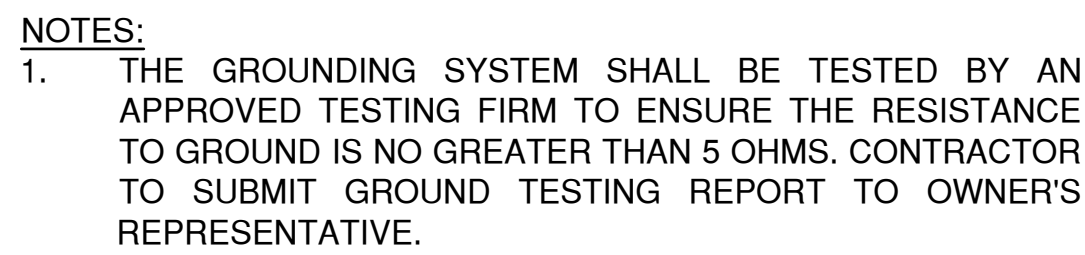
IH-35 RIATA LIFT STATION RELOCATION AND  
OFFSITE SEWER IMPROVEMENTS

GENERATOR DETAILS  
SHEET 1



| NO. | REVISIONS | APPD. | DATE |
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|     |           |       |      |
|     |           |       |      |

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|--------------|------------------|
| SCALE:       | N/A              |
| DATE:        | 26 January, 2023 |
| PROJECT NO:  |                  |
| DESIGNED BY: | CS               |
| DRAWN BY:    | JAA              |
| CHECKED BY:  | RG               |
| SHEET NO.    | 8                |
| OF 13 SHEETS |                  |



KEYED NOTES:

- 1 3/4 IN. x 10 FT. COPPER CLAD GROUNDROD. EXOTHERMICALLY WELD TO GROUND CABLE BURIED 18 IN. (MINIMUM) BELOW GRADE.
- 2 4/0 SOFT DRAWN BARE COPPER CABLE BURIED 18 IN. (MINIMUM) BELOW GRADE (TYPICAL ALL BELOW GRADE CABLE). EXOTHERMICALLY WELD ALL BELOW GRADE CONNECTIONS
- 3 EXTEND #6 SOFT DRAWN BARE COPPER UP INTO EQUIPMENT.
- 4 REFER TO GROUNDING TEST WELL INSTALLATION DETAIL.
- 5 EXTEND #4/0 TO EXIST GROUND MAT AT ELECTRICAL EQUIPMENT CANOPY AND EXOTHERMICALLY WELD TO EXISTING GROUNDING SYSTEM.

## TYPICAL GENERATOR ELECTRICAL GROUNDING DETAIL

SCALE: N.T.S.



### FAULT CURRENT WARNING SIGN DETAIL

SCALE: N.T.S.

[illegible]

|              |                  |
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| SCALE:       | N/A              |
| DATE:        | 26 January, 2023 |
| PROJECT NO:  |                  |
| DESIGNED BY: | CS               |
| DRAWN BY:    | JAA              |
| CHECKED BY:  | RG               |
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| OF 13        | SHEETS           |

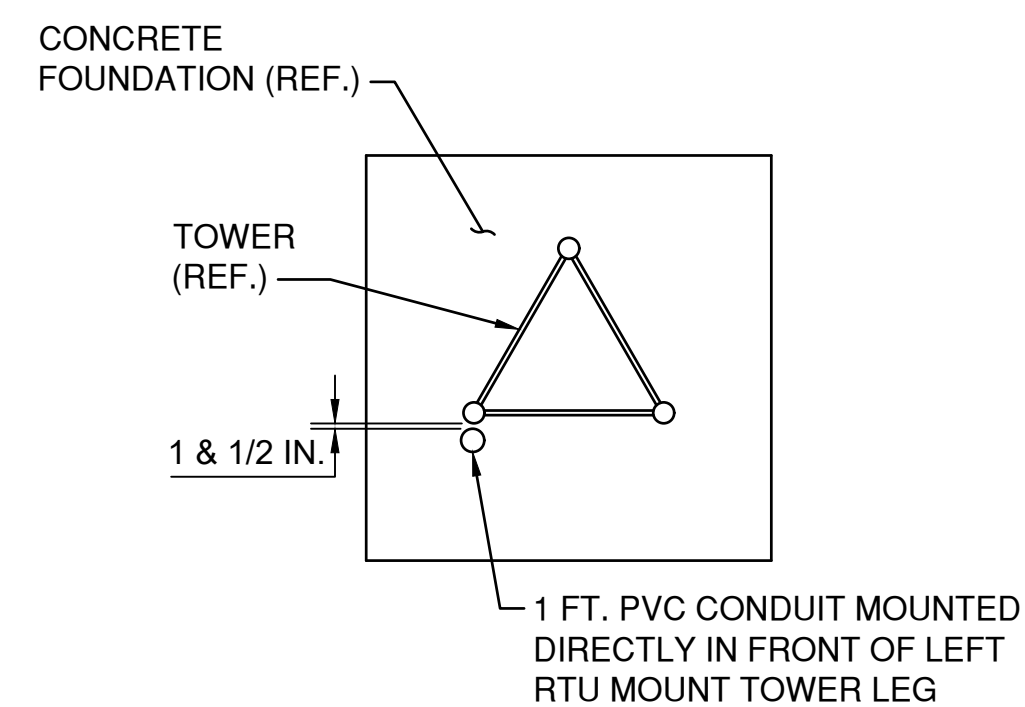
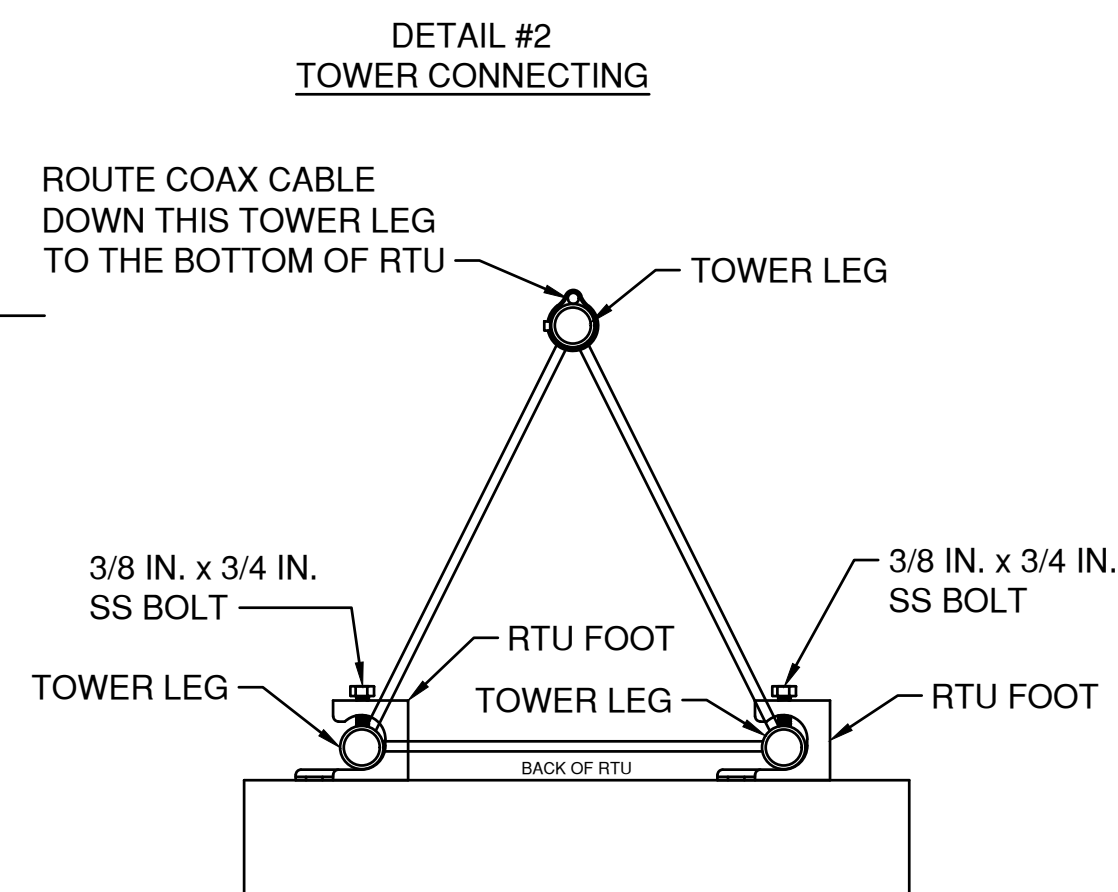
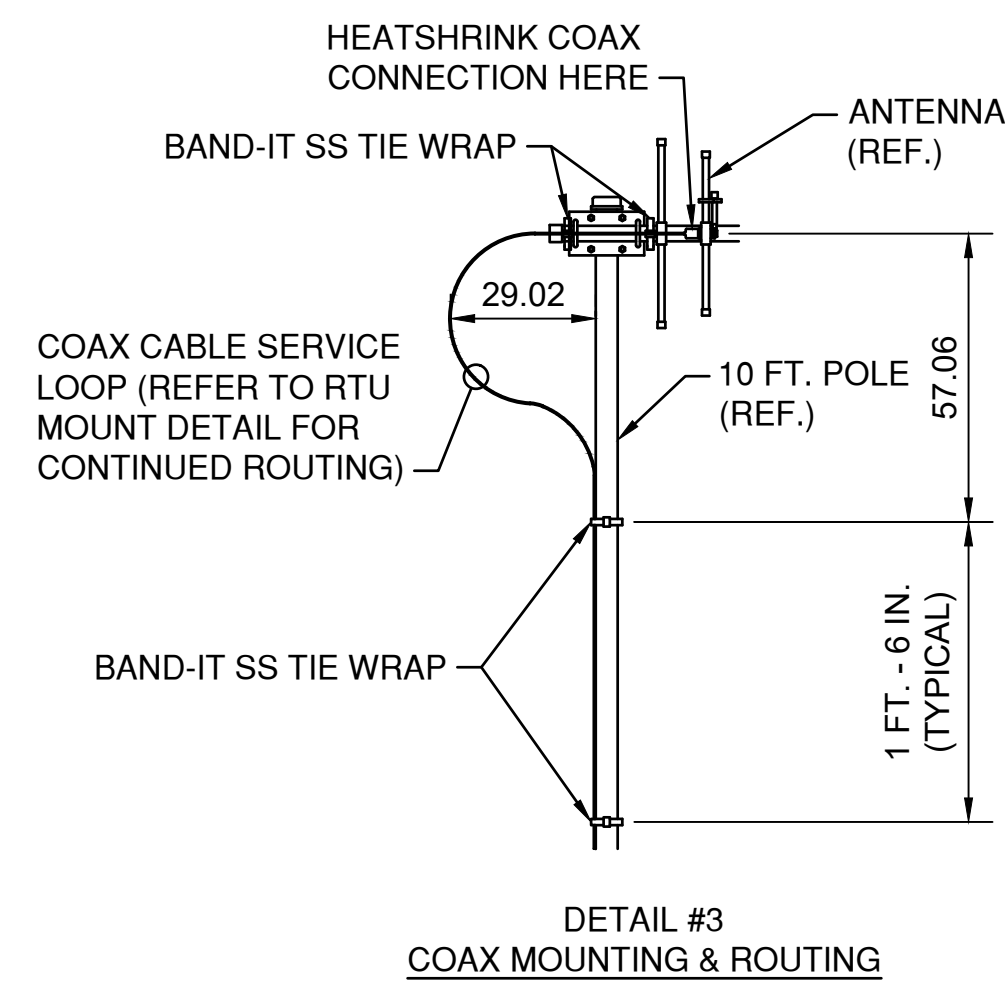
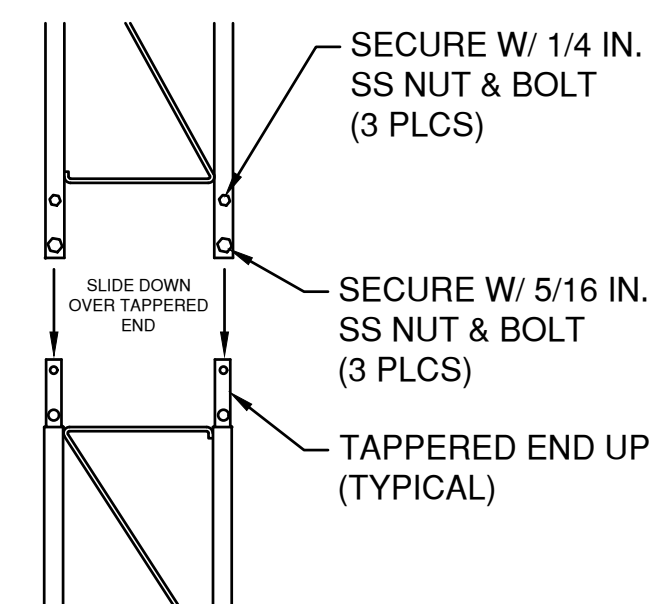
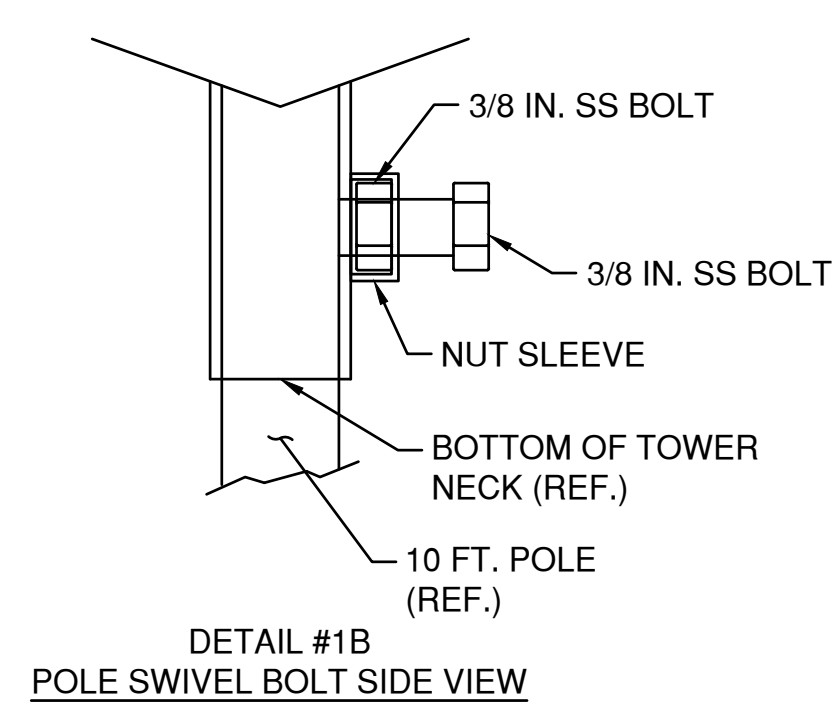
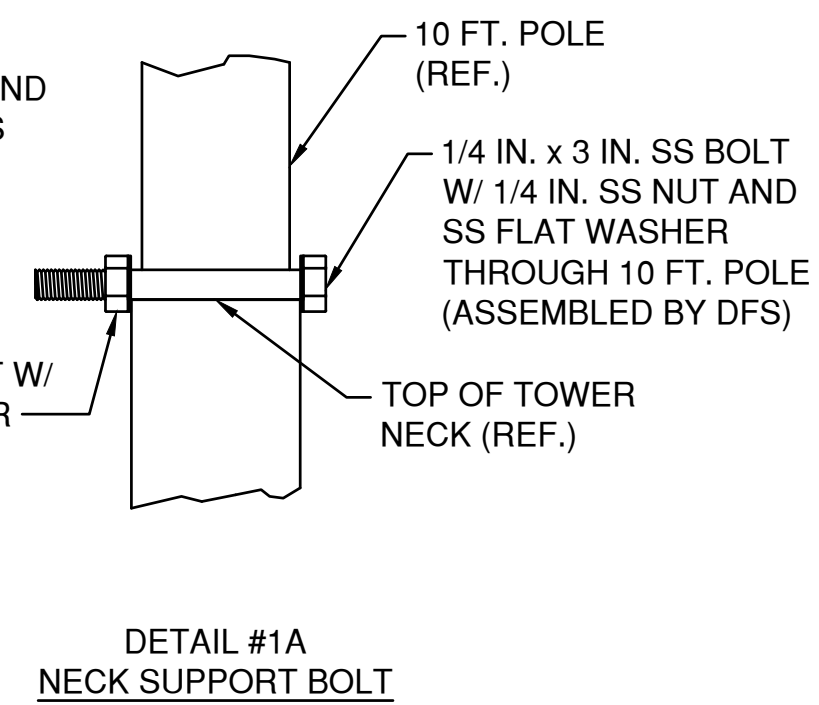
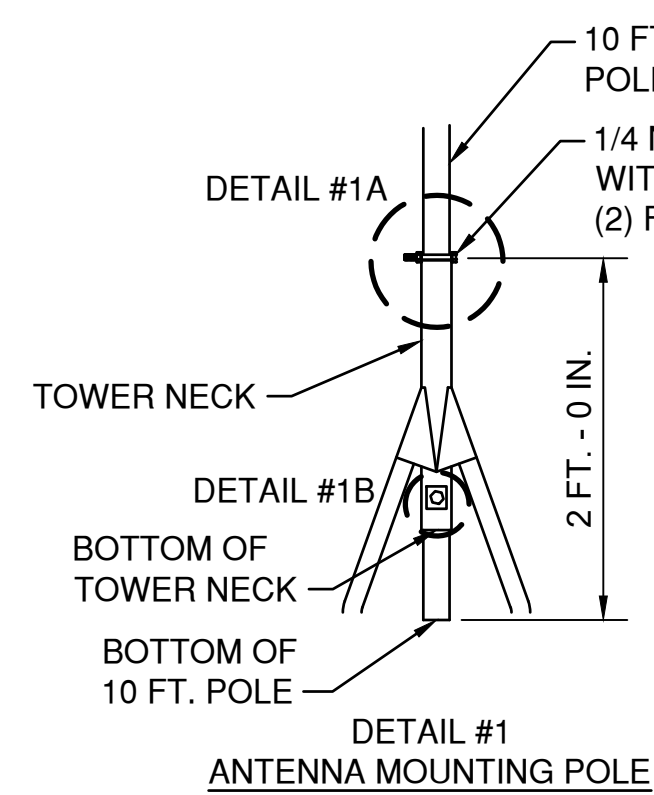
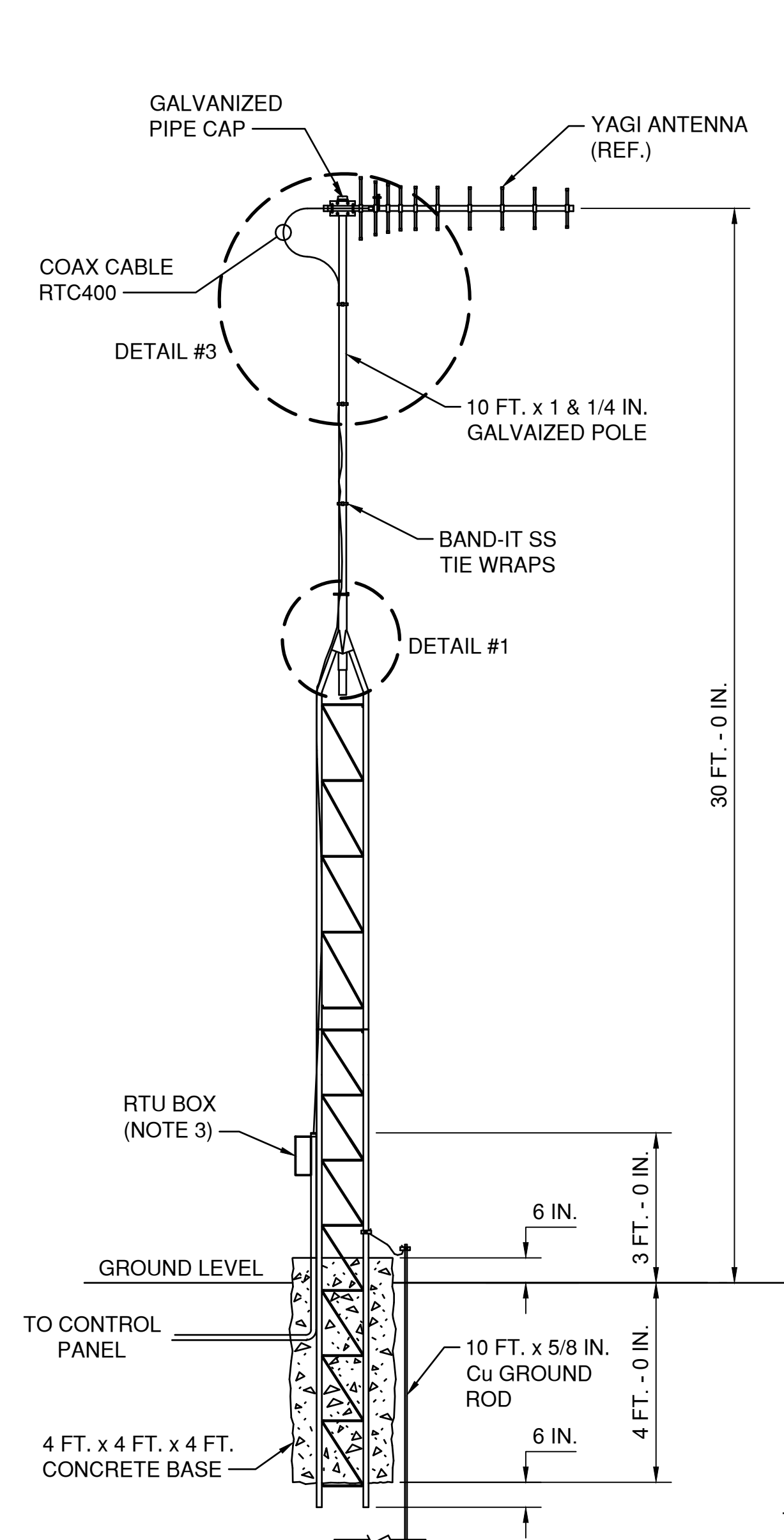


**KEYED NOTES:**

- 1 3/4"ØX10' COPPER CLAD GROUNDROD, EXOTHERMICALLY WELD TO GROUND CABLE BURIED MIN 18" BELOW GRADE
- 2 #4/0 SOFT DRAWN BARE COPPER CABLE BURIED MIN 18" BELOW GRADE (TYP ALL BELOW GRADE CABLE). EXOTHERMICALLY WELD ALL BELOW GRADE CONNECTIONS
- 3 EXTEND UP INTO MCC-A AND GROUND TO GROUND BUS
- 4 REFER TO GROUNDING SYSTEM TEST WELL

PROPOSED TYPICAL ELECTRICAL GROUNDING DETAIL

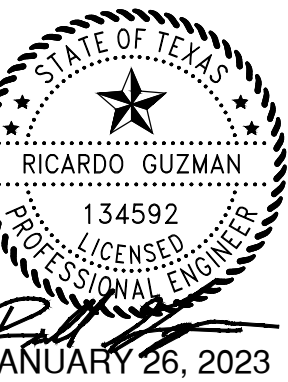
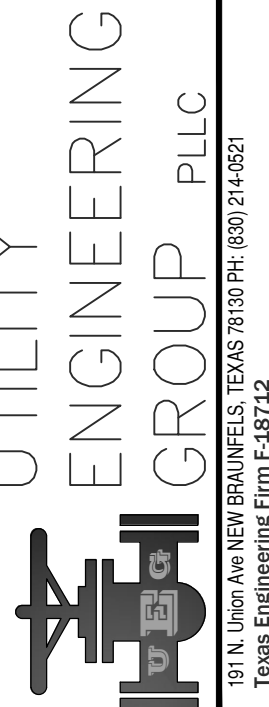
SCALE: N.T.S.



**TYPICAL ANTENNA TOWER DETAIL**  
SCALE: N.T.S.

GENERAL NOTES:

1. TOWER AND FOUNDATION SUBMITTALS SHALL BE PROVIDED BY PROFESSIONAL STRUCTURAL ENGINEER WITH AN ACTIVE LICENSE IN THE STATE OF TEXAS.
2. TOWER SHALL BE RATED FOR WIND CATEGORY FOR LIFT STATION PROJECT LOCATION.
3. RTU BOX SHALL BE DESIGNED, PROVIDED, INSTALLED, AND PROGRAMMED BY CITY SCADA CONSULTANT. REFER TO TECHNICAL SPECIFICATIONS FOR PRICING AND PAYMENT PROCEDURES.



IH-35 RIATA LIFT STATION RELOCATION AND  
 OFFSITE SEWER IMPROVEMENTS

---

ELECTRICAL DETAILS  
 SHEET 2

[illegible]

|              |                  |
|--------------|------------------|
| CALE:        | N/A              |
| DATE:        | 26 January, 2023 |
| PROJECT NO:  |                  |
| DESIGNED BY: | CS               |
| DRAWN BY:    | JAA              |
| CHECKED BY:  | RG               |
| SHEET NO.    |                  |
| 11           |                  |
| OF 13 SHEETS |                  |



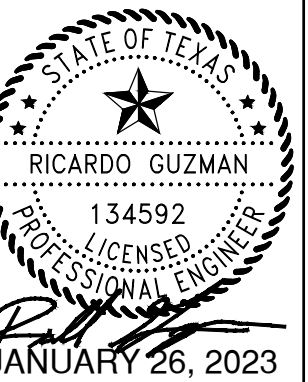
FILE: Y:\200269\Elec\200269 E-11 EDET2.dwg      TAB: 200269 E-11 EDET2      PLOTTED: 1/26/2023 2:55 PM      BY: JONATHAN ALLEN

1. PROVIDE MANUALLY CONTROLLED FULL CUTOFF LED SITE LIGHTING IN EACH PROCESS AREA: 15,000 LUMENS AND 4,000K. PROVIDE SWITCHES, PHOTOCELLS, AND RECEPTACLES AT ALL LIGHTING POLES.
2. ALL LIGHTING IS REQUIRED TO BE LED.
3. ALL ENCLOSURES, HARDWARE, STRAPS, AND ANCHORS TO BE 316 STAINLESS STEEL.



UTILITY  
ENGINEERING  
GROUP, PLLC

191 N. Union Ave NEW BRAUNFELS, TEXAS 78130 PH: (800) 214-0521  
Texas Engineering Firm F-38742



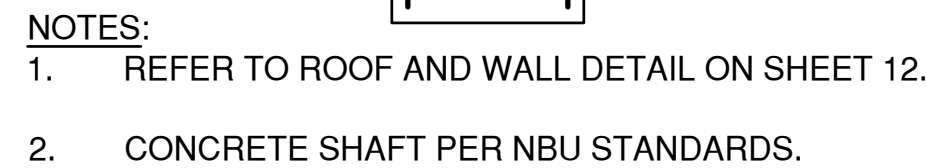
IH-35 RIATA LIFT STATION RELOCATION AND  
 OFFSITE SEWER IMPROVEMENTS

---

ELECTRICAL DETAILS  
 SHEET 3

[illegible]

|                      |     |
|----------------------|-----|
| CALE:                | N/A |
| ATE:26 January, 2023 |     |
| ROJECT NO:           |     |
| ESIGNED BY:          | CS  |
| RAWN BY:             | JAA |
| CHECKED BY:          | RG  |
| HEET NO.             |     |
| 12                   |     |
| OF 13 SHEETS         |     |

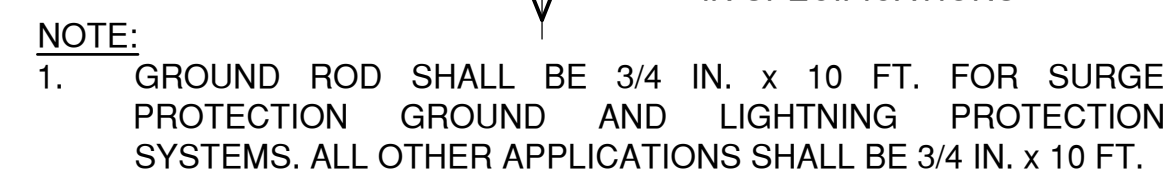


**NOTES:**

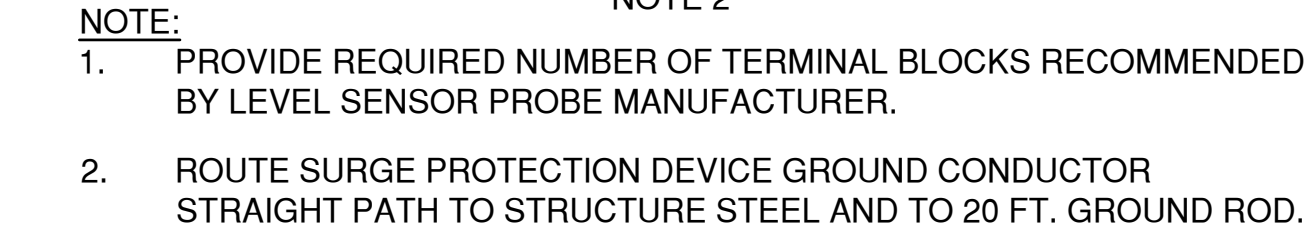
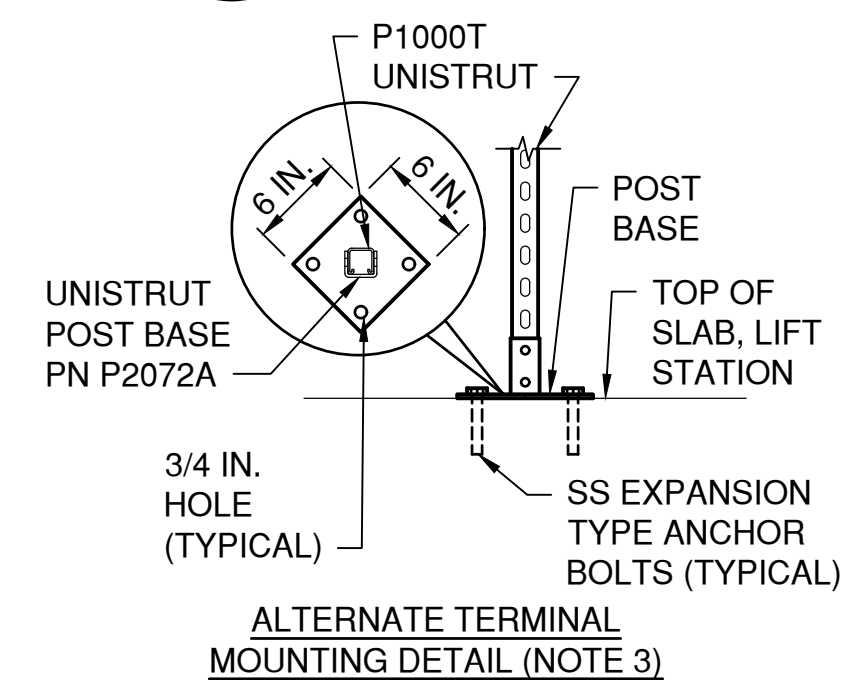
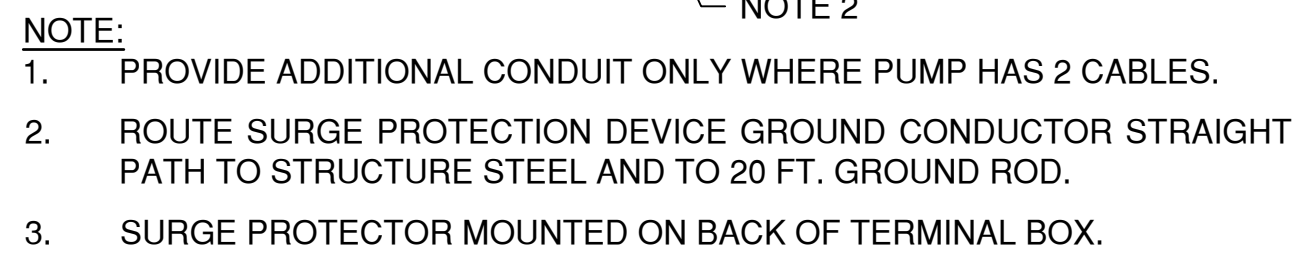
1. REFER TO ROOF AND WALL DETAIL ON SHEET 12.
2. SLOPE OF ON CONCRETE SLAB TO BE 1/4 IN. PER 1 FT.

Diagram illustrating the correct placement of a label on a conduit. The label is positioned on the conduit, and the tiewrap is placed over the label. The label is stamped with the text "LABEL". The tiewrap is labeled "SS TIEWRAP". The conduit is labeled "CONDUIT". The label is also labeled "SS OR ALUMINUM STAMPED TAG". A note indicates: "REPLACE 'LABEL' WITH CONDUIT TAG OR PANEL AND CIRCUIT NUMBER".

**CONDUIT LABEL DETAIL**  
SCALE: N.T.S. (TYPICAL)

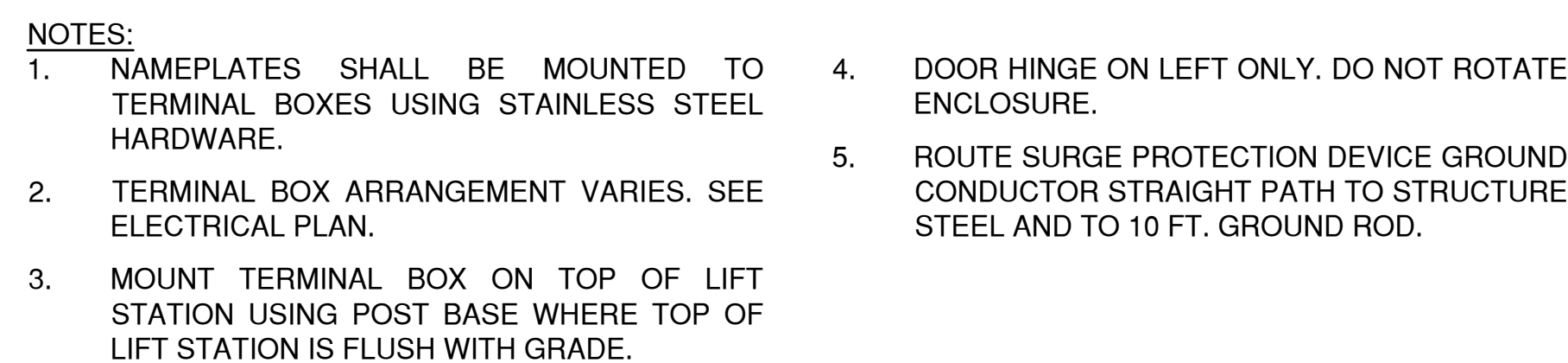


**GROUNDING SYSTEM TEST WELL DETAIL**  
SCALE: N.T.S. (TYPICAL)

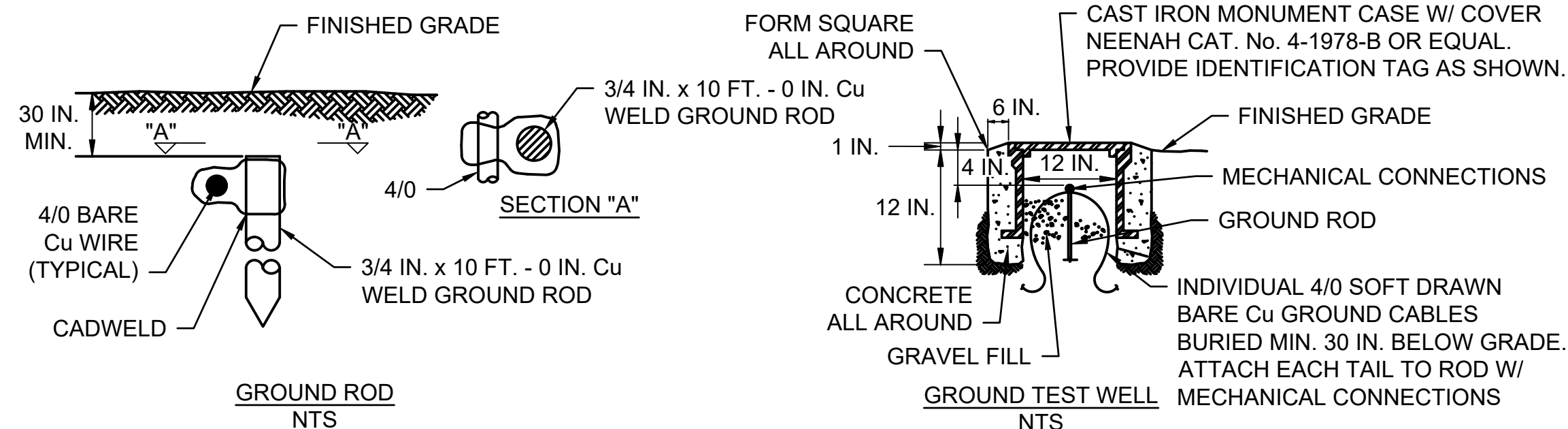



- A. OZ GEDNEY CSBE SEAL.
- B. WATERTIGHT CONDUIT HUB WITH INSULATED BUSHING.
- C. CLASS I, DIV 1, EXPLOSION PROOF SEAL INSTALLED PER NEC DIV 501.
- D. POWER TERMINAL BLOCK W/SCREW DOWN BOX LUGS.
- E. CONTROL TERM BLOCK WITH SCREW DOWN BOX LUGS.
- F. MULTI-CONDUCTOR CABLE, REMOVE OUTER JACKET AS SHOWN.
- G. WIRING AS SCHEDULED.
- H. WIRING HARNESS PERMANENTLY AFFIXED.
- I. PUMP CONTROL WIRING.

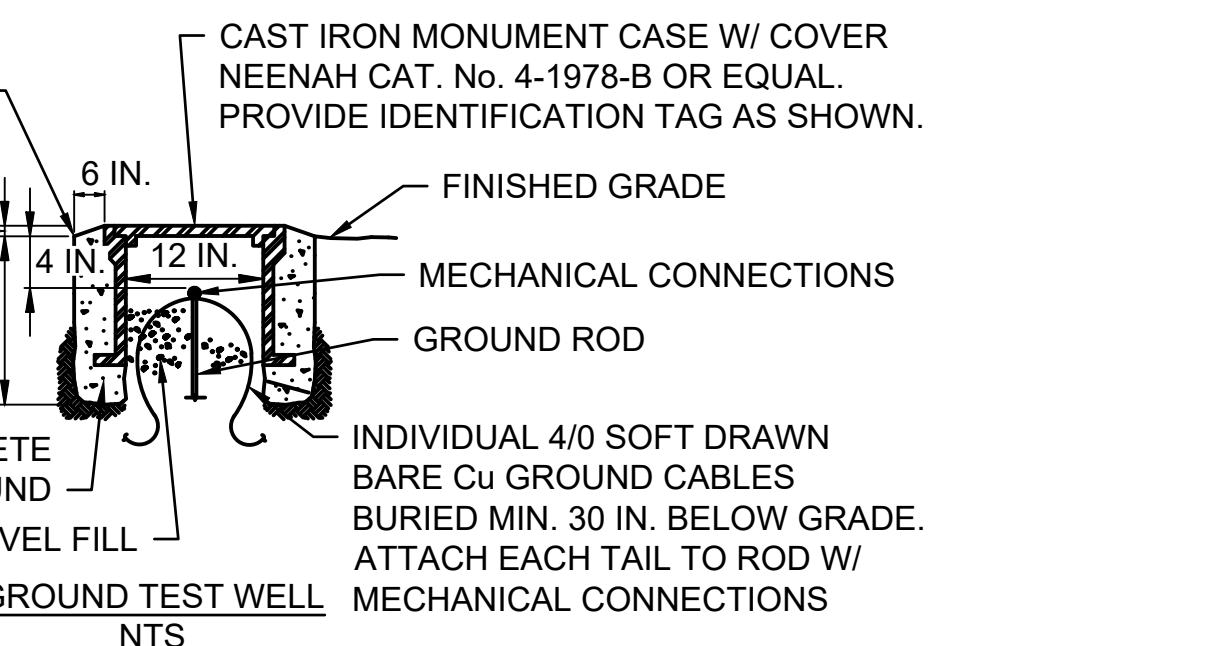
- J. CGB FITTING.
- K. HOFFMAN NEMA 4X STAINLESS STEEL JUNCTION BOX WITH GASKETED FRONT COVER, CONTINUOUS HINGE, SCREW-DOWN CLAMPS, HASP AND PADLOCKING PROVISIONS. MINIMUM SIZE: : 12 IN. W x 16 IN. H x 6 IN. D.
- L. MICARTA NAMEPLATE, 3/8 IN. HIGH LETTERS IN WHITE ON BLACK BACKGROUND (SEE NAMEPLATE SCHEDULE).
- M. TRANSDUCER BREATHER.
- N. SURGE PROTECTION DEVICE: BLUE RIBBON CORP. No. BCP3000 SURGE PROTECTOR.
- O. SURGE PROTECTION DEVICE: EATON MODEL No. CVX 100 480Y. SEE ONE-LINE DIAGRAM FOR VOLTAGE.



| <u>DESIGNATION</u> | <u>ENGRAVED</u>   |
|--------------------|-------------------|
| N1                 | TRANSDUCER/FLOATS |
| N2                 | PUMP NO. 2        |
| N3                 | PUMP NO. 1        |



-  4 IN. SQUARE ENGRAVED BRASS IDENTIFICATION TAG.  
DRILL AND TAP COVER AND FASTEN W/SS SCREWS.
- NOTES:**
1. ANY EXPOSED OR ABOVE GRADE CONNECTIONS SHALL BE MECHANICAL TYPE WITH CRIMP LUGS. USE CADWELD FOR BURIED LOCATIONS.
  2. EXOTHERMICALLY WELD ALL BELOW GRADE CONNECTIONS.
  3. EXTEND #6 SOFT DRAWN BARE COPPER CABLE UP INTO ATS/EQUIPMENT PANELS AND GROUND TO GROUND BUS.



**GENERAL NOTES:**

1. MAINTAIN MINIMUM SEPARATION REQUIRED UNDER NEC ARTICLE 504, BETWEEN INTRINSICALLY SAFE CONTROL WIRING AND NON-INTRINSICALLY SAFE MOTOR FEEDER WIRING.
2. UNLESS OTHERWISE NOTED, ALL NUTS, BOLTS, SCREWS WASHERS, ETC SHALL BE STAINLESS STEEL.

[illegible]

|              |                  |
|--------------|------------------|
| SCALE:       | N/A              |
| DATE:        | 26 January, 2023 |
| PROJECT NO:  |                  |
| DESIGNED BY: | CS               |
| DRAWN BY:    | JAA              |
| CHECKED BY:  | RO               |
| SHEET NO.    | 13               |
| OF 13 SHEETS |                  |

## Attachment “B” Accounting Method



### **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.



### **Lump Sum Method of Accounting**

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

TxDOT

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

Utility



**Riata Lift Station - City of Schertz**  
Lift Station and Off-Site Utilities Relocation Project



UTILITY ENGINEERING GROUP

**Preliminary 100% Opinion of Probable Project Costs**

|                          |                                       |  |  |               |
|--------------------------|---------------------------------------|--|--|---------------|
| Project Name and Phase : | Riata Lift Station Relocation Project |  |  | Date: 2/23/23 |
| Owner:                   | City of Schertz                       |  |  |               |
| Engineering Firm:        | Utility Engineering Group, PLLC       |  |  |               |
| Project Number:          | 8032-01                               |  |  |               |
| Wastewater EDUs:         | Sewer EDUs:                           |  |  |               |
| Prepared By:             | David Kneuper                         |  |  |               |

**Total Project**

| Bid Item                 | Bid Item Description            | Quantity | Unit | Unit Price    | Total Cost           |
|--------------------------|---------------------------------|----------|------|---------------|----------------------|
| <b>General</b>           |                                 |          |      |               |                      |
| 1                        | MOBILIZATION, BONDS & INSURANCE | 1        | EA   | \$ 175,000.00 | \$ 175,000.00        |
| <b>Subtotal General:</b> |                                 |          |      |               | <b>\$ 175,000.00</b> |

**Erosion and Sedimentation Controls**

|  |  |       |    |             |                     |
|--|--|-------|----|-------------|---------------------|
| 1  | SILT FENCE                               | 660   | LF | \$ 3.50     | \$ 2,310.00         |
| 2  | STABILIZED CONSTRUCTION ENTRANCE/EXIT    | 1     | EA | \$ 2,500.00 | \$ 2,500.00         |
| 3  | TREE PROTECTION FENCING (11 TOTAL TREES) | 245   | LF | \$ 5.00     | \$ 1,225.00         |
| 4  | TREE REMOVAL                             | 4     | EA | \$ 250.00   | \$ 1,000.00         |
| 5  | SITE RESTORATION & REVEGETATION          | 4,675 | SY | \$ 4.00     | \$ 18,700.00        |
| <b>Subtotal Erosion and Sedimentation Controls</b> |  |       |    |             | <b>\$ 25,735.00</b> |

**Off-Site Utilities**

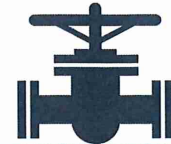
|                                     |  |      |     |              |                      |
|-------------------------------------|--|------|-----|--------------|----------------------|
| 1                                   | SITE CLEARING & RIGHT-OF-WAY PREPARATION               | 0.74 | AC  | \$ 10,000.00 | \$ 7,400.00          |
| 2                                   | TRENCH & EXCAVATION SAFETY (PLAN AND IMPLEMENTATION)   | 760  | LF  | \$ 45.00     | \$ 34,200.00         |
| 3                                   | 6" PVC C900 DR 14 FORCE MAIN PIPING                    | 360  | LF  | \$ 110.00    | \$ 39,600.00         |
| 4                                   | 8" PVC SDR 26 GRAVITY MAIN PIPING (8' - 25')           | 400  | LF  | \$ 200.00    | \$ 80,000.00         |
| 5                                   | 5' DIA. WW MANHOLE                                     | 1    | EA  | \$ 8,500.00  | \$ 8,500.00          |
| 6                                   | 5' DIA. DOGHOUSE MANHOLE                               | 1    | EA  | \$ 25,000.00 | \$ 25,000.00         |
| 7                                   | SMARTCOVER SYSTEM (MANHOLE A-2)                        | 1    | EA  | \$ 12,000.00 | \$ 12,000.00         |
| 8                                   | EXTRA DEPTH MANHOLE                                    | 20   | VF  | \$ 350.00    | \$ 7,000.00          |
| 9                                   | DUCTILE IRON FITTINGS                                  | 0.5  | TON | \$ 25,000.00 | \$ 12,500.00         |
| 10                                  | CONNECT TO EX. GRAVITY WW MAIN                         | 1    | EA  | \$ 5,500.00  | \$ 5,500.00          |
| 11                                  | CONNECT TO EX. FORCE MAIN                              | 1    | EA  | \$ 2,500.00  | \$ 2,500.00          |
| 12                                  | ABANDONMENT IN PLACE OF EX. GRAVITY MAIN AND MANHOLES  | 1    | EA  | \$ 20,000.00 | \$ 20,000.00         |
| 13                                  | ABANDONMENT AND REMOVAL OF EX. FORCE MAIN              | 1    | EA  | \$ 25,000.00 | \$ 25,000.00         |
| 14                                  | ASPHALT PAVEMENT REPAIR (INCL. CURB & GUTTER)          | 106  | SY  | \$ 250.00    | \$ 26,500.00         |
| 15                                  | BYPASS PUMPING (PLAN AND IMPLEMENTATION) TOTAL PROJECT | 1    | EA  | \$ 25,000.00 | \$ 25,000.00         |
| 16                                  | DEWATERING PLAN & IMPLEMENTATION                       | 1    | EA  | \$ 7,500.00  | \$ 7,500.00          |
| 17                                  | MATERIAL TESTING                                       | 1    | EA  | \$ 5,000.00  | \$ 5,000.00          |
| 18                                  | HYDROSTATIC TEST                                       | 1    | EA  | \$ 3,500.00  | \$ 3,500.00          |
| <b>Subtotal Off-Site Utilities:</b> |  |      |     |              | <b>\$ 346,700.00</b> |

**Lift Station**

|    |  |       |     |               |               |
|----|--|-------|-----|---------------|---------------|
| 1  | SITE CLEARING & RIGHT-OF-WAY PREPARATION   | 0.42  | AC  | \$ 10,000.00  | \$ 4,200.00   |
| 2  | LIFT STATION WET WELL EXCAVATION SAFETY (PLAN AND IMPLEMENTATION)  | 1     | EA  | \$ 100,000.00 | \$ 100,000.00 |
| 3  | LIFT STATION SITE PIPING*  | 1     | EA  | \$ 35,000.00  | \$ 35,000.00  |
| 4  | 6" PLUG VALVE W/HAND WHEEL*  | 2     | EA  | \$ 3,750.00   | \$ 7,500.00   |
| 5  | 6" CHECK VALVE*  | 3     | EA  | \$ 5,000.00   | \$ 15,000.00  |
| 6  | 6" PLUG VALVE W/BOX*   | 2     | EA  | \$ 3,500.00   | \$ 7,000.00   |
| 7  | 6" EMERGENCY BY-PASS INCLUDING CONCRETE EQUIPMENT PAD*   | 1     | EA  | \$ 12,500.00  | \$ 12,500.00  |
| 8  | COMBINATION AIR/VACUUM RELEASE VALVE*  | 1     | EA  | \$ 4,500.00   | \$ 4,500.00   |
| 9  | DUCTILE IRON FITTINGS  | 1.00  | TON | \$ 20,000.00  | \$ 20,000.00  |
| 10 | SUBMERSIBLE PUMP*  | 2     | EA  | \$ 115,000.00 | \$ 230,000.00 |
| 11 | 12' DIA. PRE-CAST CONCRETE WET WELL - 20.5' DEPTH  | 1     | EA  | \$ 425,000.00 | \$ 425,000.00 |
| 12 | PRE-CAST CONCRETE VALVE VAULT  | 1     | EA  | \$ 35,000.00  | \$ 35,000.00  |
| 13 | LIFT STATION APPURTENANCES*  | 1     | EA  | \$ 150,000.00 | \$ 150,000.00 |
|    | EX. LIFT STATION ABANDONMENT (INCLUDING SITE, PAVEMENT, WET WELL, ELECTRICAL, AND ALL APPURTENANCES DETAILED ON THE DEMO SHEETS) | 1     | EA  | \$ 95,000.00  | \$ 95,000.00  |
| 14 | PIPE BOLLARD*  | 14    | EA  | \$ 1,350.00   | \$ 18,900.00  |
| 15 | ASPHALT PAVEMENT   | 826   | SY  | \$ 50.00      | \$ 41,300.00  |
| 16 | FLUSH CURB   | 664   | LF  | \$ 17.50      | \$ 11,620.00  |
| 17 | WEED PROTECTION AND ROCK AROUND SITE   | 1,205 | SY  | \$ 25.00      | \$ 30,125.00  |
| 18 | SITE WATER SERVICE*  | 1     | EA  | \$ 5,500.00   | \$ 5,500.00   |
| 19 | SECURITY FENCING   | 447   | LF  | \$ 75.00      | \$ 33,525.00  |
| 20 | SECURITY GATE*   | 2     | EA  | \$ 4,000.00   | \$ 8,000.00   |
| 21 | DEWATERING PLAN & IMPLEMENTATION   | 1     | EA  | \$ 35,000.00  | \$ 35,000.00  |
| 22 | MATERIAL TESTING   | 1     | EA  | \$ 5,000.00   | \$ 5,000.00   |
| 23 | HYDROSTATIC TEST   | 1     | EA  | \$ 7,500.00   | \$ 7,500.00   |
| 24 | DEMONSTRATION TESTING  | 1     | EA  | \$ 10,000.00  | \$ 10,000.00  |
| 25 | ELECTRICAL SHELTER INCLUDING CONCRETE FOUNDATION*  | 1     | EA  | \$ 45,000.00  | \$ 45,000.00  |
| 26 | ELECTRICAL INSTRUMENTATION & CONTROLS, & SITE LIGHTING*  | 1     | EA  | \$ 265,000.00 | \$ 265,000.00 |
| 27 | SCADA TOWER INCLUDING FOUNDATION*  | 1     | EA  | \$ 25,000.00  | \$ 25,000.00  |
| 28 | EMERGENCY GENERATOR INCLUDING CONCRETE FOUNDATION*   | 1     | EA  | \$ 135,000.00 | \$ 135,000.00 |
| 29 |  |       |     |               |               |



**Riata Lift Station - City of Schertz**  
Lift Station and Off-Site Utilities Relocation Project



**UTILITY ENGINEERING GROUP**

**Preliminary 100% Opinion of Probable Project Costs**

|  |   |                                       |          |               |            |                 |
|--|---|---------------------------------------|----------|---------------|------------|-----------------|
| Project Name and Phase :               |   | Riata Lift Station Relocation Project |          |               |            |                 |
| Owner:                                 |   | City of Schertz                       |          |               |            |                 |
| Engineering Firm:                      |   | Utility Engineering Group, PLLC       |          |               |            |                 |
| Project Number:                        |   | 8032-01                               |          |               |            |                 |
| Wastewater EDUs:                       |   | Sewer EDUs:                           |          | Date: 2/23/23 |            |                 |
| Prepared By:                           |   | David Kneuper                         |          |               |            |                 |
| Total Project                          |   |                                       |          |               |            |                 |
| Bid Item                               | Bid Item Description                      |                                       | Quantity | Unit          | Unit Price | Total Cost      |
| CONSTRUCTION COST TOTAL:               |   |                                       |          |               |            | \$ 2,389,605.00 |
| Professional Services                  |   |                                       |          |               |            |                 |
| 1                                      | UEG - Principal                           |                                       | 38       | HR            | \$ 185.00  | \$ 7,030.00     |
| 2                                      | UEG - Project Manager                     |                                       | 148      | HR            | \$ 155.00  | \$ 22,940.00    |
| 3                                      | UEG - Graduate Engineer                   |                                       | 224      | HR            | \$ 100.00  | \$ 22,400.00    |
| 4                                      | UEG - Design Technician                   |                                       | 144      | HR            | \$ 85.00   | \$ 12,240.00    |
| 5                                      | UEG - Administrative                      |                                       | 12       | HR            | \$ 55.00   | \$ 660.00       |
| 6                                      | Sub-Consultant - Electrical Engineering   |                                       | 103      | HR            | \$ 200.00  | \$ 20,600.00    |
| 7                                      | Sub-Consultant - Survey                   |                                       | 42       | HR            | \$ 250.00  | \$ 10,500.00    |
| 8                                      | Sub-Consultant - Geotechnical Engineering |                                       | 39.5     | HR            | \$ 130.00  | \$ 5,135.00     |
| 9                                      | Sub-Consultant - Structural Engineering   |                                       | 27.5     | HR            | \$ 200.00  | \$ 5,500.00     |
| 10                                     | Sub-Consultant - ROW Agent                |                                       | 50       | HR            | \$ 150.00  | \$ 7,500.00     |
| 11                                     | Sub-Consultant - Environmental            |                                       | 110      | HR            | \$ 139.00  | \$ 15,290.00    |
| Subtotal Professional Services:        |   |                                       |          |               |            | \$ 129,795.00   |
| PERMANENT UTILITY/ACCESS/SITE EASEMENT |   |                                       | 39,730.0 | SF            | \$ 6.50    | \$ 258,245.00   |
| TEMPORARY CONSTRUCTION EASEMENT        |   |                                       | 10,796   | SF            | \$ 1.30    | \$ 14,034.80    |
| TOTAL PROJECT                          |   |                                       |          |               |            | \$ 2,791,679.80 |

This Preliminary Opinion of Probable Cost is based on Utility Engineering Group's (UEG) experience and Qualifications, and represents UEG's best judgment. However, since UEG has no control over the cost of labor, materials, equipment, inflation and/or services provided by others, UEG does not guarantee that the actual construction cost will not vary from this Preliminary Opinion of Probable Cost

\*All material items that must meet Buy America or Steel and Iron Preference Provision requirements are indicated with an asterisk (\*)



## Attachment “C” Schedule of Work

Estimated Start Date: July 10, 2023, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 420

Estimated Completion Date: September 2, 2024

|         |      |
|---------|------|
| Initial | Date |
| TxDOT   |      |

|         |      |
|---------|------|
| Initial | Date |
| Utility |      |

## Attachment “D” Statement Covering Contract Work

(ROW-U-48)  
(ROW-U-48-1, if applicable)

### Construction Contract:

- ☐ Utility performing with their own forces (timesheets will be required at the time of billing).
- ☒ Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

### Engineering Contract:

- ☐ Utility performing with their own forces (timesheets will be required at the time of billing).
- ☒ Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).
- ☐ TxDOT will procure utility consultant.

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK  
(AS APPEARING IN ESTIMATE)

Form ROW-U-48  
(Rev. 3/19)  
Page 1 of 1

U-Number: U00014203

ROW CSJ Number: 0016-05-116

District: San Antonio

County: Comal

Highway No.: IH 35

Federal Project No.: NH 1720(809)

I, Steve Williams, a duly authorized and qualified representative of City of Schertz, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- ☒ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**.
- ☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**. Such presently known contractors are listed below:
- 1.
  - 2.
  - 3.
  - 4.
  - 5.
- ☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.
- ☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- ☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway \_\_\_\_\_ in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.

Signature

Date

City Manager

Title

## Attachment “E”

### Utility Joint Use Agreement – (ROW-U-JUA) and/or Utility Installation Request – (Form 1082)

☐ Utility Joint Use Agreement (ROW–U–JUA)

☒ Utility Installation Review/Permit Number:

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility

## Attachment “F” Eligibility Ratio

Eligibility Ratio established:                      %

- ☐ Non-interstate Highway (Calculations attached)  
☒ Interstate Highway

### ROW Utility Manual Chapter 8, Section 2

In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

| Plan Sheet or<br>Page# | In Easement<br>(Eligible)<br>Existing # of Poles<br>or LF | In Public ROW<br>(Ineligible)<br>Existing # of Poles<br>or LF |
|------------------------|---|---|
| 1                      | 0   | 0   |
| 2                      | 84  | 22  |
| 3                      | 90  | 385   |
| 4                      | 238   | 96  |
| Totals                 | 412   | 503   |

|  |        |
|--|--------|
| Total Existing # of Poles or LF (Eligible)   | 412    |
| Total Existing # of Poles or LF (Ineligible)   | 503    |
| Total Existing # of Poles or LF  | 915    |
| Total Existing # of Poles or LF (Eligible)<br>divided by the Total Existing # of Poles or LF | 45.03% |

Initial \_\_\_\_\_ Date \_\_\_\_\_  
TxDOT

Initial \_\_\_\_\_ Date \_\_\_\_\_  
Utility

## Attachment "G"

### Betterment Calculation and Estimate

- ☐ Elective Betterment Ratio established: \_\_\_\_\_ %  
(Calculation attached and justification below)
- ☐ Forced Betterment  
(Provide supporting documentation)
- ☒ Not Applicable

Elective betterment justification statement:

\_\_\_\_\_  
Initial Date  
TxDOT

\_\_\_\_\_  
Initial Date  
Utility

## Attachment “H” Proof of Property Interest

☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit

☒ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility

## **RESOLUTION NO. 23-R-24**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STANDARD UTILITY AGREEMENT WITH THE STATE OF TEXAS FOR THE RELOCATION OF UTILITIES – SPECIFICALLY THE RIATA LIFT STATION - ALONG IH 35 IN PREPARATION FOR THE IH 35 NEX PROJECT**

**WHEREAS**, the Texas Department of Transportation (TxDOT) is undertaking the Interstate Highway 35 North East Expansion (IH 35 NEX) Project and has acquired additional right of way for the widening of the highway; and

**WHEREAS**, the Riata Wastewater Lift Station of the City of Schertz, Texas, (City) is located in conflict with the planned TxDOT improvements to IH 35; and

**WHEREAS**, the State of Texas will pay to the City of Schertz the costs incurred in adjustment, removal, and relocation of the Riata Lift Station and Wastewater Mains; and

**WHEREAS**, City Staff has recommended that the City enter into a Standard Utility Agreement (SUA) with the State of Texas for the relocation of utilities along Interstate Highway 35 (Riata Lift Station and Associated Gravity and Force Mains) and reimbursement of project costs.

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

Section 1. The City Council hereby authorizes the City Manager to execute the TxDOT Standard Utility Agreement in substantially the form set forth as Exhibit A.

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

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

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

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

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

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

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

PASSED AND ADOPTED, this 14<sup>th</sup> day of March, 2023.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Sheila Edmondson, Interim City Secretary

(city seal)

## **Exhibit “A”**

CITY COUNCIL MEMORANDUM

**City Council Meeting:** March 14, 2023

**Department:** Executive Team

**Subject:** Ordinance 23-S-07- Consideration and/or action by the City Council of the City of Schertz, Texas on an Ordinance to amend Part III, Schertz Code of Ordinances, the Unified Development Code (UDC) Article 5 Zoning Districts, Subsections 21.5.2, 21.5.5 and 21.5.11; Article 9 Site Design Standards, Subsection 21.9.7 and 21.9.10; Article 10 Parking Standards, Subsections 21.10.2, 21.10.3, 21.10.4, 21.10.7.C and 21.10.9; and Article 14 Transportation, Subsection 21.14.3. (*Final Reading*) (B. James/S. Williams)

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**BACKGROUND**

At the March 7, 2023 Council meeting, City council conducted a public hearing and considered a number of amendments to multiple sections of the City's Unified Development Code (UDC). There was a lack of agreement among all members of Council on each of the proposed amendments. Council ultimately approved the proposed amendments on 3 different votes, as different members supported/opposed two of the proposed amendments. As such, staff is proposing Council take 3 votes on the proposed amendment.

The first vote is on the proposed amendment to Section 21.10.3 A Size of Parking Space and Section 21.10.9 Additional regulations and illustrations - C. 90° parking dimensions, D. Angle parking dimensions E. Drive aisle dimensions. These amendments change the minimum parking space size from 10' x 20' to 9' x 18'.

The second vote is on Section 21.10.4 Schedule of off-street parking requirements for multifamily, duplex, two-family, condominiums or other similar uses to change the required number of parking spaces for multifamily, duplex, two-family, condominium or other similar uses. Currently, the UDC requires 1.5 spaces per 1 bedroom, 2 spaces per 2 bedroom unit, 2.5 spaces per and an additional 5% for guest parking. The proposed amendment requires 1.7 spaces per unit plus an additional 5% for guest parking. Staff is going to make clear that duplex/two-family require 2 spaces per unit (the same as is required for single family).

The third vote will consider the remainder of the changes to the UDC. The proposed change amends Section 21.5.5 Statement of Purpose and Intent for Residential Districts and 21.5.2 Zoning Districts Established to eliminate the current prohibition on granting new R-6 and R-7 single family zoning. The R-6 District allows for a minimum lot size of 7,200 square feet and the R-7 District allows for a minimum lot size of 6,600 square feet. The granting of new zoning to these two zoning districts was prohibited by City Council in 2010. The proposed change also amends Section 21.5.11 Specific Use Permit (SUP) to eliminate the requirement for a site plan. It does provide that a site layout, less detail than a site plan, can be required by the Planning and Zoning Commission if they deem it necessary to mitigate adverse effects of the proposed use. After the Planning and Zoning Commission consideration and changes the requirement to pull a building permit be extended from one to two years, lest the SUP

expire.

A major overhaul is proposed to Article 9, Site Design Standards, Section 21.9.7 Landscaping. Currently, Section 21.9.7 Landscaping is 10 pages long. With the proposed revisions it has been reduced to 3 pages. The proposed changes separate the requirements for single family and duplex development from the requirements for nonresidential and multifamily residential development for clarity. Much of the reduction in length of section is the result of eliminating the Approved Landscape Planting List. This will allow builders, developers and landscape architects to select the most appropriate plants for their project. The changes also decrease and adjust the requirements for landscaping for commercial projects. The change also incorporates modified standards from Section 21.14.3 Additional Design Requirements, that impact landscaping, to avoid confusion and problems that arise from developers not being aware of these requirements. Staff did combine the screening and buffering requirements into one section. There are a few other changes to wheel stops, parking requirements for older sites that expand and stacking for a bank drive-thru.

#### **GOAL**

To amend the UDC to review and update the development regulations due to changing conditions and community goals in order to establish and maintain sound, stable and desirable development.

#### **COMMUNITY BENEFIT**

It is the City's desire to promote safe, orderly, efficient development and ensure compliance with the City's vision of future growth.

#### **SUMMARY OF RECOMMENDED ACTION**

First motion and vote - Approval of the proposed amendment to Section 21.10.3 A Size of Parking Space and Section 21.10.9 Additional regulations and illustrations - C. 90o parking dimensions, D. Angle parking dimensions E. Drive aisle dimensions to change the minimum parking space size from 10' x 20' to 9' x 18'.

Second motion and vote - Approval of the proposed amendment to Section 21.10.4 Schedule of off-street parking requirements for multifamily, duplex, two-family, condominiums or other similar use to required 1.7 parking spaces per unit plus an additional 5% for guest parking for multifamily, condominium and similar uses and to require 2 spaces per duplex/two-family unit.

Third motion and vote - Approval of the remainder of the proposed changes to the UDC.

#### **RECOMMENDATION**

Approval of Ordinance 23- S-07.

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#### **Attachments**

Ord 23 S 07  
Ord. 23-S-07

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## **ORDINANCE NO. 23-S-07**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO AMEND PART III, SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC) ARTICLE 5 ZONING DISTRICTS, SUBSECTIONS 21.5.2, 21.5.5, AND 21.5.11, ARTICLE 9 SITE DESIGN STANDARDS, SUBSECTION 21.9.7, ARTICLE 10 PARKING STANDARDS, SUBSECTIONS 21.10.2, 21.10.3, 21.10.4, 21.10.7.C, 21.10.9 AND ARTICLE 14 TRANSPORTATION, SUBSECTION 21.14.3**

**WHEREAS**, pursuant to Ordinance No. 10-S-06, the City of Schertz, Texas (the “City”) adopted as Amended and Restated Unified Development Code on April 13, 2010, as further amended (the “Current UDC”); and

**WHEREAS**, City Staff has reviewed the Current UDC and have recommended certain revision and updates to, and reorganization of, the Current UDC;

**WHEREAS**, on December 14, 2022 and January 11, 2023, the Planning and Zoning Commission conducted public hearings and, thereafter recommended approval; and

**WHEREAS**, on March 7, 2023, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the proposed amendments are appropriate and in the interest of the public safety, health, and welfare.

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

Section 1. The current UDC is hereby amended as set forth on Exhibit A hereto.

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 7th day of March, 2023.

PASSED, APPROVED AND ADOPTED on final reading the 14<sup>th</sup> day of March, 2023.

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Ralph Gutierrez, Mayor

ATTEST:

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Sheila Edmondson, City Secretary  
(SEAL OF THE CITY)

## Exhibit “A”

## Sec. 21.5.2. Zoning Districts Established

The City is hereby geographically divided into zoning districts and the boundaries of those districts herein are delineated upon the Official Zoning Map of the City. The use and dimensional regulations as set out in this Article are uniform in each district. Zoning districts are established in compliance with adopted Comprehensive Land Plan and Master Thoroughfare Plan. The districts established shall be known as follows:

| Table 21.5.2 |   |
|--------------|---|
| Symbol       | Zoning District Name                            |
| PRE          | Predevelopment District                         |
| R-1          | Single-Family Residential District              |
| R-2          | Single-Family Residential District              |
| R-3          | Two-Family Residential District                 |
| R-4          | Apartment/Multi-Family Residential District     |
| R-6          | Single-Family Residential District              |
| R-7          | Single-Family Residential District              |
| R-A          | Single-Family Residential/Agricultural District |
| GH           | Garden Home Residential District                |
| TH           | Townhome District                               |
| MHS          | Manufactured Home Subdivision District          |
| MHP          | Manufactured Home Park District                 |
| OP           | Office and Professional District                |
| NS           | Neighborhood Services District                  |
| GB           | General Business District                       |
| GB-2         | General Business District-2                     |
| M-1          | Manufacturing District (Light)                  |
| M-2          | Manufacturing District (Heavy)                  |
| GC           | Golf Course District                            |
| PUB          | Public Use District                             |
| PDD          | Planned Development District                    |
| AD           | Agricultural District                           |
| AC           | Agricultural Conservation District              |
| EN           | Estate Neighborhood PDD                         |
| MU           | Mixed Use District                              |
| HCOD         | Highway Commercial Design Overlay District      |
| CCOD         | Campus Commercial Overlay District              |
| IOD          | Industrial Overlay District                     |
| DO           | Downtown Overlay Districts                      |
| MSMU         | Main Street Mixed-Use District                  |

( Ord. No. 13-S-22, § 1, 7-16-2013 ; Ord. No. 14-S-47 , § 1, 11-18-2014)

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#### **Sec. 21.5.5. Statement of Purpose and Intent for Residential Districts.**

- A. *Predevelopment District (PRE)*. Intended for use for undeveloped land in the City or as a temporary designation for existing uses for newly annexed property. This zoning is also suitable for areas where development is premature due to lack of utilities, capacity or service and for areas that are unsuitable for development because of physical constraints or potential health or safety hazards. No improvements, construction or structures may be undertaken without obtaining a building permit and no occupancy of such improvements and structures without obtaining a certificate of occupancy.
- B. *Single-Family Residential District (R-1)*. Comprised of single-family detached residential dwellings on a minimum lot size of 9,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- C. *Single-Family Residential District (R-2)*. Comprised of single-family detached residential dwellings with a minimum lot size of 8,400 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- D. *Two-Family Residential District (R-3)*. Comprised of two (2) single-family attached residential dwellings with a minimum lot size of 9,000 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- E. *Apartment/Multi-Family Residential District (R-4)*. Intended for apartment and multi-family developments including, but not limited to apartment buildings, duplex, garden apartments, condominium units, assisted living centers, nursing homes and other similar uses. Due to the infrastructure requirements for such districts, the City may require the applicant seeking such zoning classification to establish (i) the adequacy of available access and utility facilities, (ii) sufficiency of drainage, and (iii) provision of sufficient open space. The minimum lot size in such district is 10,000 square feet for three (3) units and 1,800 square feet for each additional dwelling unit. The maximum density shall be twenty-four (24) units per acre. Apartment/Multi-Family Residential Districts should not be located in areas where they would increase traffic through single-family neighborhoods and should be located adjacent to arterial streets with sufficient capacity to carry the increased traffic generated. Multi-family developments are suitable buffers between single-family districts and commercial uses. Multi-family districts should be buffered from non-residential land uses and from pollution sources and environmental hazards. Twenty percent (20%) of the total platted area shall be provided as common, usable open space.
- F. *Single-Family Residential District (R-6)*. Comprised of single-family detached residential dwellings that are on a minimum lot size of 7,200 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building styles and allowing those dwellings to be constructed on relatively small lots. The maximum size tract that can be zoned R-6 is 30 acres.
- G. *Single-Family Residential District (R-7)*. Comprised of single-family detached residential dwellings on a minimum lot size of 6,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building styles and allowing those dwellings to be constructed on relatively small lots. The maximum size tract that can be zoned R-7 is 40 acres.
- H. *Single-Family Residential/Agricultural District (RA)*. Intended to provide for areas in which agricultural land may be held in such use for as long as is practical and reasonable. Residences in this District are intended to be on a minimum lot size of 21,780 square feet (one-half acre). This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.

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- I. ***Garden Homes Residential District (GH).*** Comprised of single-family detached residential dwellings on a minimum lot size of 5,000 square feet together with the schools, churches, and parks necessary to create basic neighborhood units. This District allows the main structure to be constructed coincident with one (1) of the side property lines, and requires only one (1) side yard setback in order to maximize lot usage and yet maintain a neighborhood character consistent with conventional single-family detached homes.

No area shall be designated GH that contains less than five (5) adjoining lots on a street. Zero lot line homes shall have no windows on the side of the house, which abuts the property line. Entire frontage of one (1) side of the street in the block must be included in the GH designation. Exception may be made where an alley breaks the block on that side of the street. Homes will be uniformly located on the same side of the lot within a street block.

- J. ***Townhome District (TH).*** Comprised of an attached residential dwelling unit in structures built to accommodate three (3) to six (6) units per structure. Density shall not exceed twelve (12) units per gross acre. Townhome units shall be constructed on a single lot, or on adjacent individual lots. Individual ownership of the townhome units is encouraged. Minimum lot area shall not be less than 2,500 square feet per dwelling unit. Ten percent (10%) of the total platted area shall be provided as common, usable open space. This District should not be located in areas where it would increase traffic through single-family neighborhoods and should be adjacent to arterial streets with sufficient capacity to carry the increased traffic generated.
- K. ***Manufactured Home Subdivision District (MHS).*** Intended to recognize that certain areas of the City are suitable for a mixture of single-family dwelling units and HUD-Code manufactured homes, to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, along with single-family residences, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation and/or subdivision of any lot, tract or parcel of land used for the placement of manufactured homes. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility in housing types between manufactured home subdivisions and surrounding single family residential subdivisions and recognizing their inherent differences.
- L. ***Manufactured Home Park District (MHP).*** Intended to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation of tracts of land used for the placement of multiple manufactured homes on a single lot, tract or parcel of land and utilized for rent or lease. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility between manufactured home parks and surrounding properties and recognizing the inherent differences in housing types between manufactured home parks and other residential districts.
- M. ***Agricultural District (AD).*** Intended to provide as a base zoning district in areas designated as agricultural conservation on the North and South Schertz Framework Plans. Residences in this District are intended to be on a minimum lot size of 217,800 square feet (five acres). Clustering of up to two homes may be allowed on the same lot subject to setback requirements. This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.
- N. ***Main Street Mixed-Use District (MSMU).*** Intended to provide a base zoning district in the area along Main Street. In light of the history of the area and variety of land uses that exist, this zoning district allows for both single-family residential uses and low intensity commercial uses. Reduced setbacks and parking requirements are provided as part of this district due to physical restraints.

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- O. ***Main Street Mixed-Use New Development District (MSMU-ND)***. Intended to provide a base zoning district in the area along Main Street, specifically for new development of existing properties. This district is intended to mirror The Main Street Mixed-Use District (MSMU), allowing for both single-family residential uses and low intensity commercial uses. Reduced setbacks, parking requirements, along with reduced landscape buffers are provided as part of this district due to physical restraints of the existing properties.

( Ord. No. 13-S-22, § 2, 7-16-2013 ; Ord. No. 14-S-47 , § 2, 11-18-2014; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021)

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### **Sec. 21.14.3. Additional Design Requirements.**

#### **A. Purpose and Applicability.**

1. The purpose of this Section is to establish additional development standards applicable to certain streets within the City to ensure uniform and quality development resulting in an attractive environment compatible with businesses and residential dwellings which does the following:
  - a. provides an environment and living conditions favorable to the public;
  - b. provides a creative approach to land use and related physical development;
  - c. creates a pattern of development which preserves trees and outstanding natural topography and prevents soil erosion and pollution;
  - d. encourages mixed use development through innovative uses of modern development concepts; and
  - e. produces open space and recreation areas.
2. The requirements of this section shall be applicable to all roadways classified as Principal Arterials or Secondary Arterials in accordance with section 21.14.1 including, but not limited to, Schertz Parkway, FM 3009, Old Wiederstein Road, Country Club Blvd, FM 78, FM 1518, FM 482, and Wiederstein Road.

- B. Permitted Uses.** Buildings, structures and land shall be used in accordance with the uses permitted in the applicable zoning district and shall comply with the dimensional requirements of that district in accordance with Article 5 of this UDC.
- C. Building Setback Line.** A minimum fifty foot (50') building setback shall be required adjacent to all rights-of-way. A waiver may be granted by the Planning and Zoning Commission which would allow for a reduction in the minimum required setback when an alternative site layout and design provides for additional open space or landscaping and off-street parking will be located entirely at the rear of the building or lot. In no case shall the minimum building setback be reduced less than the minimum required setback for the applicable zoning district in. The requirements of this section are not applicable to properties zoned Main Street Mixed-Use - New Development (MSMU-ND).
- D. Driveways and Access (Connectivity).** Access shall be limited to provide for safe traffic flow and the design shall provide interior drives to limit the number of accesses to the public right-of-way. Access easement should be utilized to limit the number of driveway accesses. Accesses should be planned to match existing driveways or street intersections on the opposite side of the street. All driveways shall have a minimum sight distance of 240 feet.
- E. Screening and Buffering.** A masonry screening wall a minimum of eight foot (8') in height shall be provided where the rear yard of any residential or nonresidential lot abuts a Principal or Secondary Arterial. Any masonry screening wall constructed as part of a new residential subdivision shall be constructed of a like and similar material and color as screening walls in adjacent subdivisions to provide a consistent streetscape. Where the rear yard of any residential lot abuts right-of-way, a minimum twenty foot (20') wide landscape buffer shall be provided adjacent to the right-of-way. Additionally, trees shall be planted at an average density of one (1) tree per twenty linear feet (20') of street frontage except for public schools. The landscape buffer shall require an irrigation system and shall be maintained by the property owner.

(Ord. No. 16-S-27 , § 9, 8-30-2016; Ord. No. 17-S-40 , § 1(Exh. A), 10-24-2017; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021)

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### **Sec. 21.5.11. Specific Use Permit (SUP).**

- A. **Applicability.** Specific Use Permits allow for discretionary City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this UDC. These uses and the districts where they may be located are listed in Table 21.5.8. Certain uses located within the AICUZ zone require an SUP. Approval of a Specific Use Permit authorizes a property owner to submit subsequent development applications consistent with the approved sup.
- B. **Application Requirements.**
1. **Application Required.** Any request for a Specific Use Permit (SUP) shall be accompanied by an application and SUP exhibit prepared in accordance with the Development Manual.
  2. **Tax Certificate Required.** All applications made as a request for a Specific Use Permit shall be accompanied by a copy of a Tax Certificate.
- C. **Processing of Application and Decision.**
1. **Submittal.** An application for a Specific Use Permit shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2. The City Manager or his/her designee may, at its option, request a recommendation from any other City Department or consultant. The City Manager or his/her designee shall notify the applicant of items requiring correction or attention before providing a recommendation on the application. After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the Planning and Zoning Commission for consideration.
  2. **Notification requirements.** An application for a Specific Use Permit requires the following notification in accordance with section 21.4.3:
    - a. Written notice prior to consideration by the Planning and Zoning Commission; and
    - b. Published notice prior to consideration by the City Council.
  3. **Commission Recommendation.** The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 and make a written recommendation regarding a proposed Specific Use Permit to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the SUP. The Planning and Zoning Commission may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the recommendation to the City Council.
  4. **Decision by City Council.** The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed Specific Use Permit and shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4. The City Council may vote to approve, approve with conditions, or deny the SUP. The City Council may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the final decision.
- D. **Criteria for Approval.** The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action on a Specific Use Permit, should consider the following criteria:
1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Land Plan;

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2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
  3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as safety, traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods;
  4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood;
  5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets;
  6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed use on adjacent properties;
  7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood;
  8. The proposed promotes the health, safety or general welfare of the City and the safe, orderly, efficient and healthful development of the City;
  9. No application made under these provisions will receive final approval until all back taxes owed to the City have been paid in full; and
  10. Other criteria which, at the discretion of the Planning and Zoning Commission and City Council are deemed relevant and important in the consideration of the Specific Use Permit.
- E. **Conditions.** The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action, may require such modifications in the proposed use and attach such conditions to the Specific Use Permit as deemed necessary to mitigate adverse effects of the proposed use and to carry out the spirit and intent of this section. Conditions and modifications may include but are not limited to limitation of building size or height, increased open space, limitations on impervious surfaces, enhanced loading and parking requirements, additional landscaping, curbing, sidewalk, vehicular access and parking improvements, placement or orientation of buildings and entryways, buffer yards, landscaping and screening, signage restrictions and design, maintenance of buildings and outdoor areas, duration of the permit, hours of operation, and requiring a site layout.
- F. **Expiration of Specific Use Permit.** A Specific Use Permit shall expire if any of the following occurs:
1. A building permit, if necessary, for the use has not been approved within two (2) years after the approval of the SUP;
  2. A building permit approved as a result of the approval of the SUP expires within two (2) years after the approval of the SUP;
  3. The use has been abandoned or discontinued for a period of time exceeding six (6) months; or
  4. The SUP expires in accordance with its terms.

(Ord. No. 18-S-04 , § 1(Exh. A), 1-23-2018)

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(Supp. No. 6)

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## **Sec. 21.9.7. Landscaping.**

- A. *Purpose.* The purpose of this section is to establish landscaping requirements to enhance the community's ecological, environmental, and beautification efforts as well as its aesthetic qualities. It is the intent of this section to reduce the negative effects of glare, noise, erosion, and sedimentation caused by expanses of impervious and un-vegetated surfaces within the urban environment. It is the intent of this section to preserve and improve the natural and urban environment by recognizing that the use of landscaping elements can contribute to the processes of air purification, oxygen, regeneration, groundwater recharge, noise abatement, glare and heat, provision of habitats for wildlife, and enhance the overall beauty of the City.
- B. *Enforcement.* If at any time after the issuance of a Certificate of Occupancy, the approved landscaping is found to be in nonconformance with standards and criteria of this section, notice by the City may be issued to the owner, citing the violation and describing what action is required to comply with this section. The owner, tenant or agent shall have forty-five (45) days after the date of said notice to restore landscaping as required. The City may extend the time of compliance based on weather conditions. If the landscaping is not restored within the allotted time, such person shall be in violation of this UDC.

C. **Single Family and Duplex Residential**

*Installation and Maintenance.*

1. Prior to issuance of a Certificate of Occupancy sod shall be in place in full front and rear yards, except for landscape beds and gardens. On property containing a minimum of one-half ( $\frac{1}{2}$ ) acre or greater, sod in front and rear yards shall be planted adjacent to the slab for a distance of fifty feet (50') and for a distance of twenty feet (20') in side yards.
2. All landscaped areas shall be irrigated with an approved automatic underground irrigation system unless the landscaped area has been designed utilizing xeriscaping methods. All irrigation systems shall be designed and sealed in accordance with the Texas Commission on Environmental Quality (TCEQ) and shall be professionally installed. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
3. Vegetation other than grasses or ground cover under six inches (6") in height is prohibited in any City right-of-way unless specifically authorized in writing by the City Manager or his/her designee.
4. Landscape planting shall not be erected or installed in such a manner as to interfere with traffic view or impose a safety hazard.
5. New landscaped areas shall be prepared so as to achieve a soil depth of at least two inches (2").
6. Every single family residential lot shall provide a minimum of two (2) shade trees which are a minimum of two and one-half inches (2.5") caliper measured at four feet (4') above ground level at the time of planting.

D. **Nonresidential and Multi-Family**

The provisions of this section apply to new construction except public water and wastewater facilities for which only subsections 14 and 16 below apply.

Existing developments where all structures are not being demolished, do not have to comply with all of these requirements. Rather they cannot decrease compliance with an individual requirement to the point that they no longer comply with that individual requirement.

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#### Installation and Maintenance.

1. Prior to issuance of a Certificate of Occupancy for any building or structure, all screening and landscaping shall be in place in accordance with the landscape plan approved as part of the Site Plan.
2. In any case in which a Certificate of Occupancy is sought at a season of the year in which the City determines that it would be impractical to plant trees, shrubs or grass, or to lay turf, a Temporary Certificate of Occupancy may be issued for up to four (4) months.
3. All landscaped areas shall be irrigated with an approved automatic underground irrigation system unless the landscaped area has been designed utilizing xeriscaping methods. All irrigation systems shall be designed and sealed in accordance with the Texas Commission on Environmental Quality (TCEQ) and shall be professionally installed. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
4. Vegetation other than approved grasses or ground cover under six inches (6") in height is prohibited in any City right-of-way unless specifically authorized in writing by the City Manager or his/her designee, after consultation with the Director of Public Works or his/her designee.
5. Trees planted shall be a minimum of two and one-half inches (2.5") caliper measured at four feet (4') above ground level at the time of planting. All trees planted to meet the minimum landscaping requirements of this section shall be planted so as to provide for no impervious material within the drip line of the tree. For the purposes of determining the drip line to meet the requirements of this section, the drip line radius shall be measured as being ten (10) times the caliper of the tree. For example, a two and one-half inch (2.5") tree will have a twenty five inch (25") radius or fifty inch (50") diameter. Tree wells or tree grates may be utilized to meet the requirements of this section. The City may, at its option, require certification by a registered arborist that adequate space has been provided for pervious cover beneath the drip line of a tree.
6. New landscaped areas shall be prepared so as to achieve a soil depth of at least two inches (2").
7. The use of architectural planters in nonresidential districts may be permitted in fulfillment of landscape requirements subject to approval of the Planning and Zoning Commission at the time of Site Plan approval.
8. Landscape planting shall not be erected or installed in such a manner as to interfere with traffic view or impose a safety hazard.
9. A minimum twenty foot (20') wide landscape buffer shall be provided adjacent to any public right-of-way. Trees shall be planted at an average density of one (1) tree per twenty linear feet (20') of street frontage except for public schools. The landscape buffer shall require an irrigation system and shall be maintained by the property owner. The requirements of this section are not applicable to properties zoned Main Street Mixed-Use - New Development (MSMU-ND).
10. A minimum of twenty percent (20%) of the total land area of any proposed multifamily or nonresidential development shall be landscaped and shall be comprised of trees, shrubs, sod or other ground cover. In the event of the construction of a phased development, the minimum twenty percent (20%) requirement shall apply to each phase as it is developed.
11. All commercial and multi-family properties shall provide shade trees at a ratio of nine (9) trees per acre. Industrial property shall provide shade trees at a ratio of six (6) trees per acre. Public schools shall provide shade trees at a ratio of at least four (4) trees per acre. Existing trees may be counted toward meeting the requirements of this section.
12. *Interior Landscaping.* A minimum of ten percent (10%) of the gross parking areas shall be devoted to living landscaping which includes grass, ground covers, plants, shrubs and trees. Gross parking area is to be measured from the edge of the parking and/or driveway and sidewalks. Interior landscaping

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requirements do not apply to public water and wastewater facilities if an eight feet (8') masonry fence is provide at or near the property boundary.

13. Interior areas of parking lots shall contain planting islands located so as to best relieve the expanse of paving. Planter islands must be located no further apart than every twenty (20) parking spaces and at the terminus of all rows of parking. Such islands shall be a minimum of 162 square feet or nine feet by eighteen feet (9'x18') in size. Planter islands shall contain a combination of trees, shrubs, lawn, ground cover and other appropriate materials provided such landscaping does not cause visual interference within the parking area. This subsection does not apply to public schools.
14. Perimeter Landscape Area – Where a nonresidential or multifamily use adjacent to a nonresidential or multifamily use that is zoned for nonresidential or multifamily uses shall provide a minimum five-foot (5') landscape buffer adjacent to those uses except where the building extends into that five foot (5') foot landscape buffer. A minimum of one (1) shade tree shall be planted for each one-hundred linear feet (100') of landscape buffer except where the entire five-foot (5') wide landscape buffer is encumbered by an easement that does not allow the planting of trees. A nonresidential or multifamily use adjacent to a single family or duplex residential use or single family or duplex residentially zoned property shall provide a minimum twenty-foot (20') landscape buffer adjacent to the proper line of the residential use or residentially zoned property. A minimum of one (1) shade tree hall be planted for each thirty (30) linear feet of landscape buffer. The landscape buffer shall be covered with grass or another solid vegetative cover. The landscape buffer shall include a masonry wall which shall be eight feet (8') in height. The requirement of this subsection doe not apply to public water and wastewater facilities if an eight foot (8') masonry wall is provided at or near the property boundary.

F. *Landscape Plan Required.* A landscape plan shall be submitted to the City for approval. The landscape plan may be submitted as a part of the Site Plan. The landscape plan shall contain the following information:

1. location of all existing trees with indication as to those to be preserved;
2. location of all plants and landscaping material to be used including paving, benches, screens, fountains, statues, or other landscaping features;
3. species of all plant material to be used;
4. size of all plant material to be used;
5. spacing of plant material where appropriate;
6. type of watering system and location of watering source, irrigation, sprinkler, or water system, including placement of water sources;
7. description of maintenance provisions of the landscaping plan; and
8. persons responsible for the preparation of the landscape plan.

## ARTICLE 10. PARKING STANDARDS

### Sec. 21.10.1. Purpose.

The purpose of this Article is to establish the number of required off-street vehicular parking spaces so as to provide for the needs of occupants, customers, visitors or others involved in the use or occupancy of any building or structure, to eliminate the undue use of the surface street system for parking purposes, to require allocation of sufficient off-street/on-site loading facilities by business and industry which ensures that the loading and unloading of vehicles will not interfere with traffic flow or block roadways and/or fire lanes, to promote and protect the public health, safety, comfort, convenience and general welfare, and to grant and define the administrative powers and duties necessary to enforce this Article.

### Sec. 21.10.2. General provisions.

- A. Required off-street parking in residential districts shall be provided on the same site, lot or tract as the main use for which the parking is provided.
- B. Required off-street parking in nonresidential districts may be located on the same site, lot or tract as the main use for which the parking is provided or on a site, lot or tract located within the same zoning district and within 150 feet of the main use.
- C. If specific requirements for off-street parking result in a fraction of a parking space, the next larger whole number of spaces is required.
- D. Whenever a building or use constructed or established before February 24, 2009 is changed or enlarged in floor area, number of dwelling units, seating capacity or otherwise, to create a need for an increase in the minimum number of required parking spaces, such additional spaces shall be provided at 50% of the normal rate to accommodate the enlargement or change.
- E. All driveways and all required off-street parking spaces shall be on a paved concrete or asphalt surface. All drive approaches shall be of paved concrete.
- F. Parking spaces provided within a public right-of-way shall not be counted as meeting the minimum requirements of this Article.
- G. In the event of the construction of a phased development, the minimum number of parking spaces provided shall apply to each phase as it is developed.
- H. In computing the parking requirements for any building or development with multiple uses, the total parking requirements shall be the sum of the specific parking requirements for each individual use included in the building or development.
- I. *Residential curb cuts.*
  - 1. *Straight driveways.* Curb cuts for residential driveway aprons shall be not less than ten feet (10') in width, and not more than twelve feet (12') in width for a single driveway apron nor more than twenty-four feet (24') in width for a double driveway apron. Curb cuts will be permitted only for driveway aprons providing access to a garage, carport or hardstand. Not more than one curb cut will be permitted for each residential parcel of land except as follows for circular driveways.

2. *Circular driveways.* Circular driveways are allowed for lots with a minimum of one hundred feet (100') of frontage. Circular driveways shall have a maximum of two sixteen-foot curb cuts with a minimum of thirty feet (30') between each cut.
- J. Detached accessory, ancillary or storage structures in commercial and manufacturing districts shall not be located in a manner that decreases the minimum number of parking spaces required.
- K. Areas intended for outdoor displays and general outdoor storage shall not be allowed in designated off-street parking areas or fire lanes and shall not be located in a manner that decreases the minimum number of parking spaces required.
- L. Parking and storage, including vehicles awaiting repair, employee, customers and vendors, for automobile repairs and service located on Main Street, cannot occur in the public right-of-way.

(Ord. No. 22-S-19 , § 1(Exh. A), 4-26-2022)

### Sec. 21.10.3. Size of space.

- A. Each standard off-street surface parking space shall measure not less than nine feet by eighteen feet (9'x18'), exclusive of access drives and aisles, and shall be of usable shape and condition.
- B. *Wheel stops.* If wheel stops are not provided at locations where vehicles extend over the sidewalk areas, a minimum of eight feet (8') of free walking area, exclusive of vehicle over hang, width must be provided.
- C. Each parking space designed for parallel parking shall have a minimum dimension of eight feet by twenty-two feet (8' x 22').
- D. Each standard parking space located in a parking garage shall measure not less than nine feet by eighteen feet (9' x 18'), exclusive of access drives or aisles.
- E. *Handicap accessible parking.*
  1. The number and size of the handicap parking spaces required must follow the Federal Americans with Disabilities Act and Texas Accessibility Standards. The number of handicap parking spaces required is based on the total number of spaces provided. Accessible spaces for cars must have at least a sixty inch (60") wide access aisle located adjacent to the designated parking space. Van parking spaces need to have a wider access aisle of ninety-six inches (96") to accommodate a wheelchair lift and vertical clearance to accommodate van height.

| <b>Table 21.10.3</b>  |   |
|---|---|
| <b>Minimum Number of Handicap Accessible Parking Spaces</b> |   |
| Total number of parking spaces provided (per lot)           | Total minimum number of accessible parking spaces |
| 1 to 25   | 1   |
| 26 to 50  | 2   |
| 51 to 75  | 3   |
| 76 to 100   | 4   |
| 101 to 150  | 5   |
| 151 to 200  | 6   |
| 201 to 300  | 7   |
| 301 to 400  | 8   |
| 401 to 500  | 9   |
| 501 to 1,000  | 2% of total parking provided in lot               |
| 1,001 and over  | 20 plus 1 for each 100 over 1,000                 |

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(Supp. No. 6)

2. *Location.*

- a. Accessible parking spaces must be located on the shortest accessible route of travel to an accessible facility entrance. Where buildings have multiple accessible entrances with adjacent parking, the accessible parking spaces must be dispersed and located closest to the accessible entrances and at the most level ground close to the accessible entrance.
- b. An accessible route must always be provided from the accessible parking to the accessible entrance. An accessible route never has curbs or stairs, must be at least three feet (3') wide, and has a firm, stable, slip-resistant surface. The slope along the accessible route should not be greater than 1:12 in the direction of travel.
- c. Accessible parking spaces may be clustered in one or more lots if equivalent or greater accessibility is provided in terms of distance from the accessible entrance, parking fees, and convenience. Van-accessible parking spaces located in parking garages may be clustered on one floor (to accommodate the ninety-eight inch (98") minimum vertical height requirement).

3. *Signage.* A sign with the international symbol of accessibility must be mounted in accordance with applicable state and federal laws to see marking each disabled parking space. Van accessible spaces must have a sign with "van accessible" on it in addition to the international symbol of accessibility.

**Sec. 21.10.4. Schedule of off-street parking requirements.**

- A. Off-street parking shall be provided in sufficient quantities to provide the following ratio of vehicle spaces for the uses specified in the districts designated:

| <b>Table 21.10.4 Schedule of Off-Street Parking Requirements</b> |  |
|--|--|
| Use Type   | Parking Requirement  |
| Amusement, Commercial (Indoor)                                   | 1 space for each 200 square feet of gross floor area   |
| Amusement, Commercial (Outdoor)                                  | 1 space per 500 square feet of outdoor site area plus 1 space per each 4 fixed spectator seats   |
| Assisted Care, Living Facility, Care Facility                    | 1 parking space for each 2 beds  |
| Bank, Savings And Loan, Or Other Financial Institution           | 1 space for each 250 square feet of gross floor area   |
| Bar Or Night Club  | 1 space for each 50 square feet of gross floor area  |
| Bed And Breakfast  | 1 space for each guest room plus 1 space per employee  |
| Bowling Alley  | 5 parking spaces for each lane   |
| Car Wash   | 1 space for each 200 Square feet of floor area   |
| Day Care Center  | 1 space per 250 square feet of gross floor area  |
| Fitness Center/Gym   | 1 space for each 250 square feet of gross floor area   |
| Convenience Store/Gas Station                                    | 1 space for each 250 square feet of gross floor area. Spaces provided for fueling at the pump stations shall not be considered parking spaces. |
| Group Home   | 4 spaces   |
| Hospital   | 1 parking space for each bed   |
| Hotel Or Motel   | 1 space for each sleeping room or suite plus 1 space for every 200 square feet of common area not designated as sleeping rooms                 |
| Lodging Houses And Boarding Houses                               | 1 parking space for each bedroom   |

|   |   |
|---|---|
| Manufacturing, Processing Or Repairing  | 1 space for each 2 employees or 1 space for each 1,000 square feet of total floor area, whichever is greater  |
| Medical Or Dental Clinic  | 1 space for each 200 square feet of total floor area  |
| Mini-warehouse/Public Storage   | 1 space for each 300 square feet of office floor area plus 1 space for each 3,000 square feet of storage area   |
| Mortuary/Funeral Home   | 1 parking space for each 50 square feet of floor space in service rooms or 1 space for each 3 seats, whichever is less based on maximum design capacity)  |
| Multifamily, Condominium or Other Similar Use   | 1.7 spaces per unit Plus additional guest parking provided at a ratio of 5% of required spaces  |
| Duplex and Two-Family   | 2 spaces per unit   |
| Nursery   | 1 space per 300 square feet of total sales area<br>Wholesale nursery: 1 parking space per employee of the largest work shift, plus 1 space per 10,000 square feet of display area and 1 space per acre of growing areas |
| Offices   | 1 space for each 250 square feet of gross floor area  |
| Outdoor Facilities (Outdoor Recreational Fields i.e. Football, Soccer, etc.)  | 20 spaces per designated field or 1 per 4 person design capacity  |
| Public Use  | Parking shall be provided at a ratio approved by City staff based on a parking study provided by the applicant  |
| Residence Halls, Fraternity Buildings And Sorority Buildings  | 1 space per person capacity of permanent sleeping facilities  |
| Residential Subdivision Mailbox Kiosk   | 2 spaces—these may be in the right-of-way but not in the traffic lane—an expansion of the road surface is required and the kiosk must be covered to provide shelter for people using the kiosk                          |
| Restaurants   | 1 parking space for each 100 square feet of gross floor area, or 1 space for each 4 seats, whichever is less (based on maximum design capacity)   |
| Retail Sales And Service  | 1 space for each 250 square feet of gross floor area  |
| School, High School, Vocational, All Other Schools  | Parking shall be provided at a ratio approved by City staff based on a parking study provided by the applicant that shall include vehicle stacking requirements   |
| Single Family Attached And Detached Dwelling Units  | 2 parking spaces per dwelling unit  |
| Theaters, Auditoriums, Churches, Assembly Halls, Sports Arenas, Stadiums, Conference Center, Convention Center, Dance Hall, Exhibition Halls, Or Other Place Of Public Assembly | 1 space for each 4 seats or 1 space for every 100 square feet of gross floor area, whichever is less (based on maximum design capacity)   |
| Automobile Sales Or Rental  | 1 space for each 3,000 square feet of sales area (open and enclosed) devoted to the sale, display or rental of vehicles   |
| Automobile Service, Repair, Garage  | 1 space for each 200 square feet of total floor area  |
| Warehouse   | 1 space for each 1,000 square feet of total floor area  |

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- B. *New and Unlisted Uses.* When a proposed land use is not classified in this section or a single use which have varying parking needs depending on the function of that specific single use, an applicant may submit a parking ratio based on best/current planning and transportation practices.
1. A best/current parking ratio application should include the following:
    - a. An application shall fully cite the sources used to derive the applicant-submitted parking ratio, possible resources include parking standards material from the Institute of Transportation Engineers (ITE) or the American Planning Association (APA).
    - b. The City Manager or his/her designee shall review the applicant submitted parking ratio to confirm best/current planning practices for a use.
    - c. The City Manager or his/her designee shall approve, modify, or deny the applicant submitted parking ratio.
  2. Parking ratio determination where no application is submitted
    - a. If the applicant does not submit a parking ratio, then the City Manager or his/her designee shall determine the parking ratio based on the best/current planning and transportation practices.
- C. *Mixed uses.* In the event that several users occupy a single structure, or parcels of land, the total requirements for off street parking shall be the sum of the requirements for the several uses computed separately unless it can be shown that the peak parking demands are offset, for example with retail and residential, or theater and office uses. In such case the City Manager or his/her designee may reduce the total requirements accordingly, but not more than twenty-five percent (25%).
- D. *Joint use of facilities.* Required parking facilities of two (2) or more uses, structures, or parcels of land may be satisfied by the same parking facility used jointly, to the extent that it can be shown by the owners or operators that the need for the facilities does not materially overlap and provided that such right of joint use is evidenced by a deed, lease, contract, or similar written instrument establishing the joint use.
- E. *Properties zoned main street mixed-use.* Properties zoned Main Street Mixed-Use shall only be required to provide two (2) on-site parking spaces but must still provide the minimum required number of handicapped spaces on site.

(Ord. No. 14-S-47 , § 5, 11-18-2014; Ord. No. 16-S-27 , § 7, 8-30-2016; Ord. No. 18-S-03 , § 1(Exh. A), 1-23-2018; Ord. No. 22-S-19 , § 1(Exh. A), 4-26-2022)

#### **Sec. 21.10.5. Striping.**

- A. All parking lots shall be striped in a manner that will clearly delineate parking spaces, fire lanes and pedestrian crosswalks.
- B. Directional arrows shall be provided in all drive lanes and driveways.

#### **Sec. 21.10.6. Shared access and cross lot access easements.**

Notwithstanding any other provisions of this UDC, unless otherwise approved by the City, to reduce the number of curb cuts and access driveways, the dedication of joint-use, private access driveway easements and cross lot access easements shall be required for all commercial development.

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**Sec. 21.10.7. Stacking requirement for drive-through facilities.**

- A. A stacking space shall be an area on a site measuring eight feet by twenty feet (8' x 20') with direct forward access to a service window or station of a drive-through facility which does not constitute space for any other circulation driveway, parking space, or maneuvering area.
- B. All stacking spaces shall be located entirely within the lot and shall be outside of any right-of-way, fire lane or similar access.
- C. For financial institutions with drive-through facilities, each teller window or station, human or mechanical, shall be provided with a minimum of three (3) stacking spaces.
- D. For each service window of a drive-through restaurant, a minimum of seven stacking spaces shall be provided.
- E. For kiosks, a minimum of three (3) stacking spaces for each service window shall be provided.

**Sec. 21.10.8. Off-Street loading/unloading requirements.**

All retail, commercial, industrial and service structures shall provide and maintain off-street facilities for receiving and loading merchandise, supplies and materials within a building or on the lot or tract. All public schools shall provide adequate stacking for vehicles based on a parking study approved by City Staff. Such off-street loading space may be adjacent to a public alley or private service drive or may consist of a truck berth within the structure. Such off-street loading space or truck berth shall consist of a minimum area of ten feet (10') by forty feet (40') and the spaces or berths shall be provided in accordance with the following schedule:

| <b>Table 21.10.8<br/>Off-Street Loading Requirements</b> |  |
|--|--|
| <b>Square Feet of Gross Floor Area in Structure</b>      | <b>Minimum Required Spaces or Berths</b> |
| 0—5,000  | None                                     |
| 5,000—15,000   | 1  |
| 15,000—50,000  | 2  |
| 50,000—100,000   | 3  |
| 100,000—150,000  | 4  |
| Each Additional 50,000 over 150,000                      | 1  |

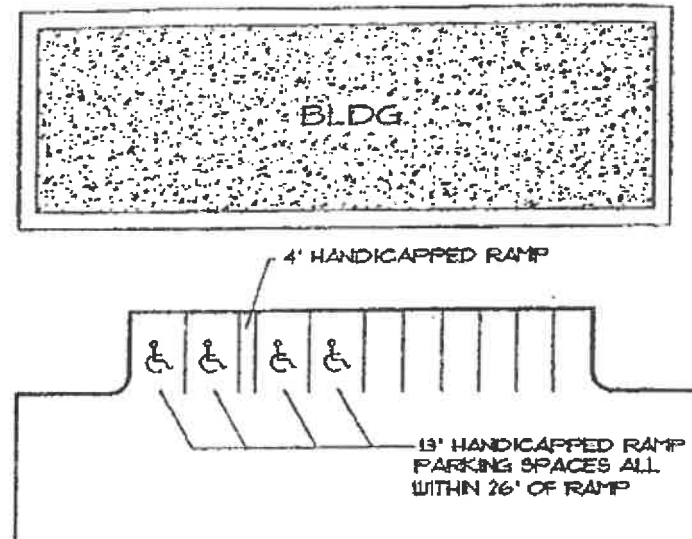
(Ord. No. 16-S-27 , § 8, 8-30-2016)

**Sec. 21.10.9. Additional regulations and illustrations.**

- A. *Handicapped ramps.*

### Sec. 21.10.9. Additional regulations and illustrations.

#### A. Handicapped ramps.

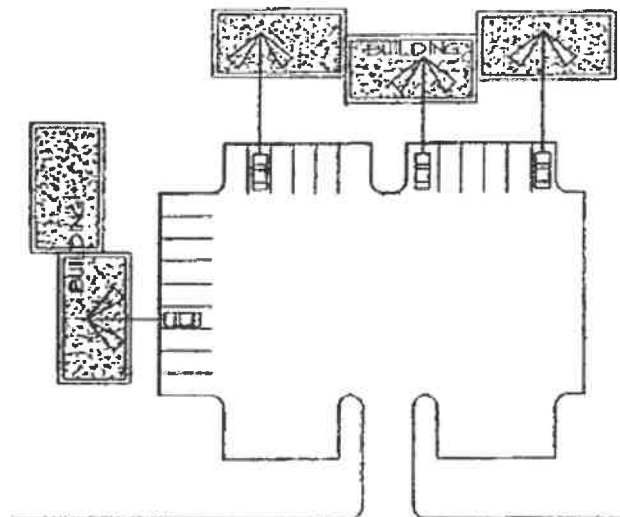


#### HANDICAPPED RAMPS: within 26' of Parking Spaces

The location of handicapped parking spaces should be:

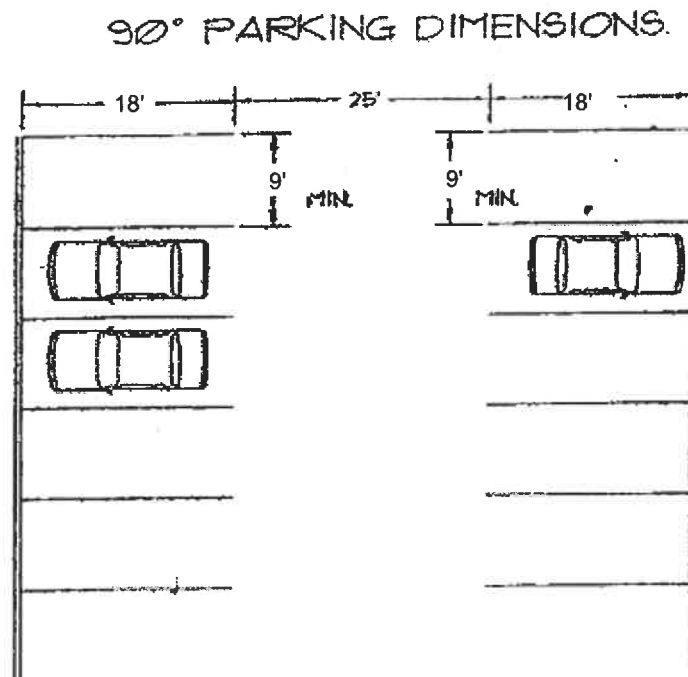
1. as close as possible to principal handicapped accessible entrance(s).
2. Dispersed in a multi-building development or shopping center to ensure easy access and to minimize the travel distance for the handicapped.

#### B. Handicapped parking space dispersal.

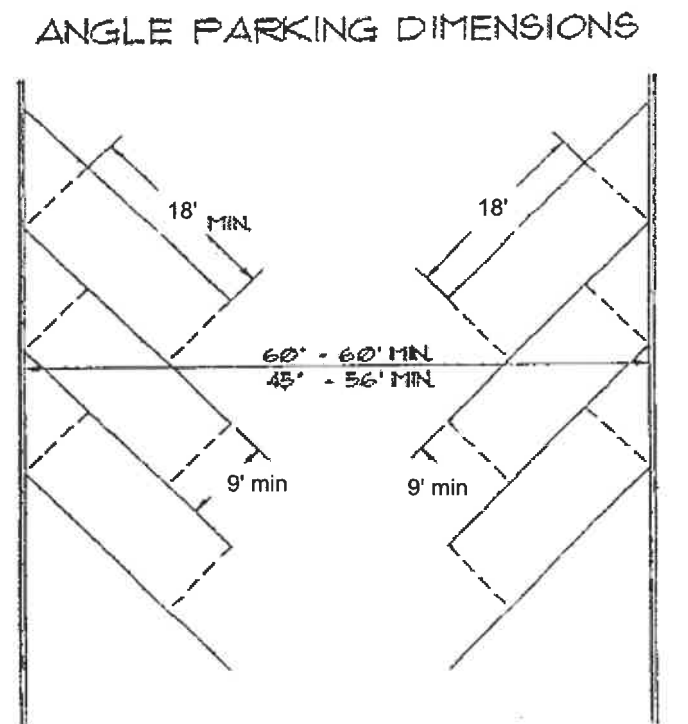


#### HANDICAPPED PARKING SPACE DISPERSAL

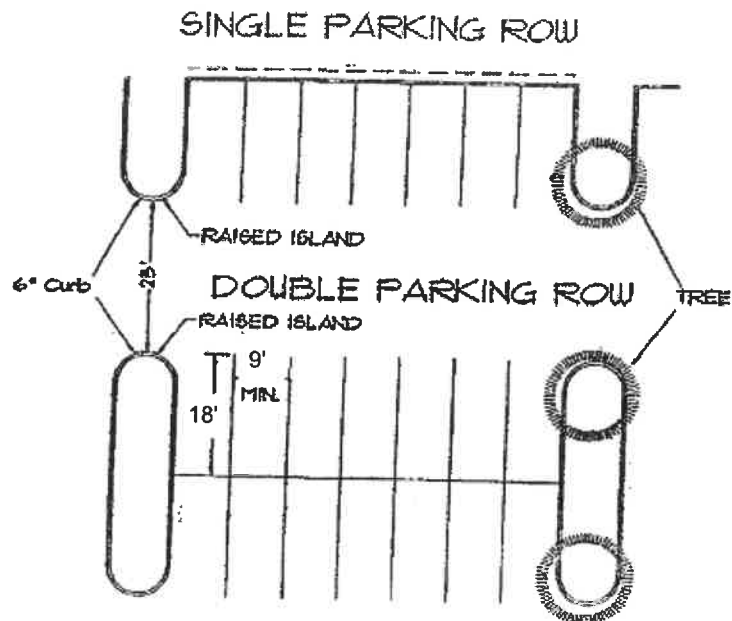
C. 90° parking dimensions.



D. Angle parking dimensions.

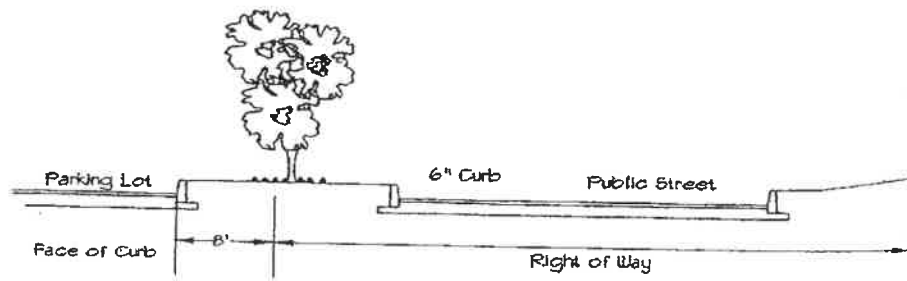


E. Drive aisle dimensions.



NOTES: Maximum of 20 spaces between islands, and at the terminus of all rows of parking.

F. Separation of right-of way and parking areas.



G. Landscaping and fencing.



**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** **March 14, 2023**

**Department:** **Executive Team**

**Subject:** **The City Council will meet in closed session in accordance with Section 551.072, Texas Government Code deliberation regarding the purchase, exchange, lease, or value of Real Property for future roadways, roadway extensions, and roadway expansions.**

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