



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
December 5, 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, DECEMBER 5, 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 Brown)

Proclamations

- Schertz/Seguin Local Government Corporation 25th Anniversary - Mr. Andrew McBride

Employee Introductions

- Engineering: Tammy Lawrence-Administrative Assistant
- Finance Dept: Jessica Dycus-Accountant
- Fire Dept: Benjamin Contet-Firefighter; Michael J. Kinnamon-Firefighter;
- Police Dept: Rome Borrego-Police Officer; Hector D. Castro-Police Officer; Marcus Leiwig-Police Officer

Presentations

1. Presentation of Texas Recreation & Park Society Central Region Awards to the Schertz Parks & Recreation Department and Johnnie McDow. (S.Gonzalez/L.Shrum)
2. Presentation of FY 2022-23 Parks Annual Report (S.Gonzalez/L.Shrum/C.Paddock)

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.

3. **Minutes** - Consideration and/or action regarding the approval of the regular meeting minutes of November 14, 2023, and Canvassing the Election of November 20, 2023. (S.Edmondson/S.Courney)
4. **Appointments, Reappointments, Resignations For Boards/Commissions/Committees** (S.Edmondson)
 - Appointment of Mr. Reynaldo Chavez to the Economic Development Corporation Commission
5. **Approval of the 2024 Master Calendar** (S.Williams/C.Simmons)

6. **Resolution 23-R-126** - Authorizing an amendment to the CCN transfer agreement between Green Valley Special Utility District and the City of Schertz. (B.James/L.Busch)
7. **Ordinance 23-S-29** - Consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC) to Article 3 Boards, Commissions, and Committees and Article 12 Subdivisions. ***Final Reading*** (B.James/L.Wood/S.Haas)
8. **Resolution 23-R-108** – Approving the language set forth in a Project Utility Adjustment Agreement and a Utility Adjustment Agreement Amendment for the IH 35 Nex-Central Project. (B.James/K.Woodlee/E.Schulze)
9. **Resolution 23-R-107** – Authorizing an agreement with Halff Associates, Inc., with expenditures up to \$80,000 for professional services for the Relocation of a Backflow Prevention Device for Randolph Air Force Base. (B.James/K.Woodlee/E.Schulze)
10. **Resolution 23-R-127**– Authorizing an amendment to the agreement with Utility Engineering Group, PLLC, for engineering services related to the Riata Lift Station Relocation Project (B.James/K.Woodlee/E.Schulze)
11. **Ordinance 23-T-31**: Authorize an adjustment to the Fiscal Year 2023-24 Adopted Budget for items approved but not expended in the Fiscal Year 2022-23. ***Final Reading*** (S.Gonzalez/J.Walters)
12. **Resolution 23-R-120** – Authorizing a professional services agreement with expenditures up to \$380,000 with Kimley-Horn & Associates, Inc., for the 2024 Street Resurfacing and Rehabilitation Project (B.James/K.Woodlee/J.Nowak)

Discussion and Action Items

13. **Ordinance 23-G-30** - Amending the City of Schertz Code of Ordinances creating a Reserve Police Force in accordance with statutory mandates. ***First Reading*** (S.Williams/J.Lowery)
14. **Resolution 23-R-112**- Approval of a Resolution casting votes to elect the Board of Directors for the Bexar Appraisal District for the FY2023-2024 term. (Mayor/Council)
15. **Resolution 23-R-113**- Approval of a Resolution casting votes to elect the Board of Directors for the Comal Appraisal District for the FY2024-2025 term. (Mayor/Council)
16. **Resolution 23-R-114**- Approval of a Resolution casting votes to elect the Board of Directors for the Guadalupe County Appraisal District for the FY2024-2025 term. (Mayor/Council)
17. **Resolution 23-R-68** - Calling for a Charter Review and appointment of a Charter Review Commission to review and present proposed amendments for the City Charter. (City Council/S.Edmondson)

18. **Resolution 23-R-128** - Authorizing an agreement to dedicate right-of-way (ROW) in existing parkland for a secondary access for additional development in the Hallie's Cove subdivision in exchange for funding public park improvements and dedication of land. (S.Gonzalez/L.Shrum)

Workshop

19. Workshop on the review of requirements for parking/storage surfaces. (S.Williams/B.James)

Closed Session

20. The City Council will meet in closed session under Section 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations; Closed Meeting. The governmental body is not required to conduct an open meeting (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect.

- Project: E-88

Reconvene into Regular Session

21. Take any action based on discussions held in Closed Session under Agenda Item #20

Information available in City Council Packets - NO DISCUSSION TO OCCUR

22. Street Sweeping Schedule Update (B.James/L.Busch)
23. Update on Agreement with The Chamber for Visitor's Guide/Business Directory (S.Williams/S.Gonzalez)

Requests and Announcements

- 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 2nd DAY OF DECEMBER 2023 AT 4:00 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

Mayor Gutierrez Audit Committee Board of Adjustments Investment Advisory Committee Main Street Committee Senior Center Advisory Board-Alternate	Councilmember Davis– Place 1 Interview Committee for Boards and Commissions Main Street Committee - Chair Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Commission TIRZ II Board
Councilmember Watson-Place 2 Audit Committee Library Advisory Board Senior Center Advisory Board Interview Committee for Boards and Commissions Cibolo Valley Local Government Corporation-Alternate	Councilmember Macaluso – Place 3 Historical Preservation Committee Interview Committee for Boards and Commissions-Chair TIRZ II Board
Councilmember Dahle – Place 4 Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions Planning & Zoning Commission TIRZ II Board	Councilmember Westbrook – Place 5 Animal Advisory Commission - Alternate Hal Baldwin Scholarship Committee Schertz-Seguin Local Government Corporation

Councilmember Heyward – Place 6

Animal Advisory Commission

Audit Committee

Building and Standards Commission

Economic Development Corporation - Alternate

Investment Advisory Committee

Main Street Committee

Interview Committee for Boards and Commissions-Alternate

Senior Center Advisory Board

Councilmember Brown – Place 7

Economic Development Corporation

Main Street Committee

Schertz-Seguin Local Government Corporation - Alternate

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: Parks, Recreation & Community Service
Subject: Presentation of Texas Recreation & Park Society Central Region Awards to the Schertz Parks & Recreation Department and Johnie McDow.
(S.Gonzalez/L.Shrum)

BACKGROUND

The Schertz Parks and Recreation Department recently attended the Central Region Workshop and Maintenance Rodeo for the Texas Recreation and Park Society (TRAPS) and came back with five (5) awards! Our Park Maintenance team members Cole Moody and Larry May took 3rd place in the Truck & Trailer event and will advance to the State Maintenance Rodeo in Galveston in February. Ian King took home 6th place in the Backhoe competition and will be an alternate for the state rodeo as well.

The department was honored to receive the Excellence in Maintenance Award for the Wendy Swan Memorial Park Splashpad Project. An excerpt from the award submission:

The Wendy Swan Memorial Park (WSMP) Pool, originally an HOA-owned pool, was designed for a limited capacity of 50 people, resulting in low demand and limited activities. When the pandemic hit in March 2020, capacity restrictions further hindered its use, with only 12 people allowed initially. The staff responsible for managing outdoor pools deemed it impractical to open the pool. City staff then explored converting this small residential pool into a splash pad, utilizing existing infrastructure as much as possible. This transformation would maintain the old pool's footprint, incorporate existing facilities, and remove the need for lifeguards, enabling an extended season from March to October.

In February 2021, Winter Storm Uri damaged the pool house and restroom. Seizing the opportunity, staff integrated these extensive repairs into the splash pad project. This comprehensive initiative aims to provide continuous public access while ensuring full restroom accessibility. The splash pad officially opened in July of 2023.

The department was also awarded the Photography Award for the various photographs we have utilized in our marketing efforts throughout the year. Special thanks goes to Stacey Lovett, our contract photographer, who has helped capture the essence of our brand so well over the years.

Finally, the department nominated Johnie McDow for "Individual of the Year" for his years of contribution to Buffalo Valley Youth Association, as well as his service on the Parks & Recreation Advisory Board since its inception in 2007. An excerpt from the award submission:

Over more than two decades, Johnie McDow has dedicated himself to Parks and Recreation, first as a parent volunteer and eventually as president of the Buffalo Valley Youth Association (BVYA) for 18 years. Under his leadership, BVYA grew from a small sports organization serving 250 kids in three sports to a thriving institution with 2,800 participants in eight sports.

Johnie played a crucial role in the development of the Schertz Ballpark, fostering a strong partnership

between BVYA and the City of Schertz. He emphasized community involvement and introduced innovative programs like "Buffalo Bucks" to encourage parent volunteers and make sports accessible to all. His dedication to youth development, sportsmanship, and community betterment earned him numerous accolades and, most notably, the honor of having the Schertz Ballpark renamed after him in 2018. Johnie McDow's legacy is one of unwavering dedication to youth, sports, and the vibrant community of Schertz.

Furthermore, as the current Chairman of the Parks and Recreation Advisory Board, Johnie continues to contribute to the community's betterment. His responsibilities include leading bi-monthly board meetings and providing valuable insights and guidance on policies and decisions for the Parks and Recreation Department. Johnie has been a board member since 2007 when the board was first created. Throughout his tenure, Johnie McDow consistently demonstrated an exceptional commitment to community development, youth empowerment, and sportsmanship, setting an inspiring example for all.

Attachments

TRAPS Council Presentation

Texas Recreation & Park Society Awards

SCHIERTZ
COMMUNITY. SERVICE. OPPORTUNITY.



LAUREN SHRUM
PARKS AND RECREATION DIRECTOR
PARKS & RECREATION DEPARTMENT

Competition Categories:

- Backhoe
- Nail Drive
- Irrigation Assembly
- Truck & Trailer
- Mower Obstacle
- Plant ID
- Back Pack Blower



Maintenance Rodeo



Truck & Trailer

3rd Place
Cole Moody
Larry May



Backhoe

6th Place
Ian King

Central Region Awards

Excellence in Maintenance



Wendy Swan Memorial Park Splash Pad



Central Region Awards

Photography Award



Foam Party



Central Region Awards

Individual of the Year



Johnnie McDow



COMMENTS & QUESTIONS

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: Parks, Recreation & Community Services
Subject: Presentation of FY 2022-23 Parks Annual Report
(S.Gonzalez/L.Shrum/C.Paddock)

BACKGROUND

Parks, Recreation and Community Services staff will review with Council this first annual department report. While the Parks & Rec FUN Guide provides a look forward of programs and services to come, this report covers a variety of accomplishments and achievements of the department from the previous FY. This report will be available in digital format and will be shared out via social media and on the website.

Attachments

FY 22-23 Parks Annual Report



**SCHERTZ
PARKS & RECREATION
FUN**

FY 22-23

ANNUAL REPORT

WHO WE ARE

21
FULL TIME STAFF

2
PART TIME STAFF

2
SEASONAL STAFF

200
OF VOLUNTEERS



PARKS & RECREATION LEADERSHIP

Lauren Shrum, Director
Jared Montney, Park Manager
Cassie Paddock, Recreation Manager
Erin Matlock, Civic Center Manager
Robert Dobratz, Crew Supervisor



BOARDS & COMMITTEES



PARKS AND RECREATION ADVISORY BOARD

Johnie McDow, Chair
William Bosch, Vice Chair
Reginna Agee
Sally Macias
Floy Simmons
Robert Sheridan III

Carol Yauger
James Garvin
Shawn Moore
Jamie Acevedo
Brad Snow

SCHERTZ YOUTH SOCCER ALLIANCE

Sabrina Sheridan
Jason Hernandez
Michelle Hernandez
Dora Boyle
Dee Santa Cruz

Demetrius Hopson
Lauren Shrum
Jared Montney
Sydney Paredes

BUFFALO VALLEY YOUTH ASSOCIATION

Jason Hahn	Ashley Underwood
Barton Bowers	Lillian Redus
Daniel Hernandez	Brad Marshall
Gerald Connell	Nick Morales
Matt Netherton	Jay Walkup

SENIOR CENTER ADVISORY BOARD

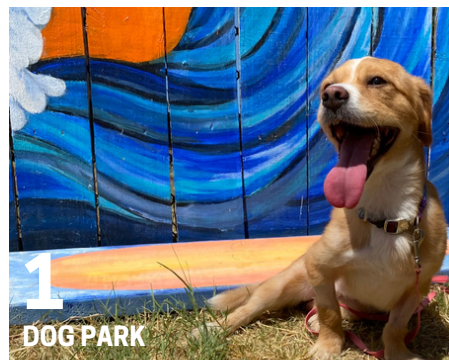
Don Buckley	Linda Powell
Robena Greer	Martha Cantu
Janette Yambo-Muniz	Tess Daniels

FRIENDS OF CRESCENT BEND

Debby Arnold	Ardell Winters
Gary Arnold	Paula Oliver
Bill Skinner	Ann Mallard
Sandi Wheeler	Steve Layton
Branch Archer	Clare Layton



WHAT WE DO





IMPROVING OUR PARKS



CRESCENT BEND NATURE PARK

A new solar-powered automatic gate was installed at Crescent Bend Nature Park to enhance operational efficiency and to highlight sustainable energy solutions. The park's designation as a nature park, and the conservation efforts that are promoted there, led to a recent designation as a Certified Firefly Habitat.

CYPRESS POINT PARK

Cypress Point Park improvements include the addition of 14 trees, drip irrigation and power circuit installation, and a new shaded swing set. Additionally, a new shade structure was installed and a successful slide repair was made.



WENDY SWAN MEMORIAL PARK

The Wendy Swan Memorial Park had a transformative year with the new Splash Pad's grand opening on July 31st, upgraded Basketball court surfacing and hoops, the installation of a 2-bay swing with integrated shade, new irrigation, the planting of 33 new trees, and a full restroom renovation.

OTHER PROJECTS

Many other improvements were made to our parks throughout the year, including the installation of three murals at the dog park, construction of a pedestrian bridge at Heritage Oaks Park, and the addition of multiple BBQ pits, picnic tables and dog waste stations. Multiple parks also had additional playground safety surfacing added.



PLANNING OUR PARKS



 Schertz Senior Center Planting Beds - Concept Layout
City of Schertz
LUCK DESIGN TEAM

November 17, 2022

These images are conceptual in nature and subject to change. The availability of materials, equipment, and other resources may vary. The City of Schertz is not responsible for the accuracy of these images.

SENIOR CENTER GARDEN ADDITION

Exciting strides were made in enhancing our senior center as conceptual designs for the garden addition received resounding approval from our senior community. Anticipation grows as engineering plans are on the brink of review, marking a pivotal step toward realizing this project's potential. With plans set to be bid out this fall, we're eagerly moving forward to bring this addition to life for our seniors.



DRY COMAL CREEK NATURE PARK

City staff worked with the Great Springs Project to acquire a 10.5-acre future trailhead site for the City's Dry Comal Creek Trail, the Great Springs Trail, and the El Camino de los Tejas National Historic Trail- 3 interests that all overlap this area! The City was also awarded a \$300,000 Recreational Trails Grant from the Texas Parks & Wildlife Department to develop the site.

A groundbreaking event will be held in late Fall.

THE YEAR IN NUMBERS

PARK RENTAL SUMMARY

Ashley Park Pavilion	7
Crescent Bend (Overnight)	3
Gutierrez Garden Park Gazebo	2
PP- Large Pavilion	132
PP- Aero Pavilion	76
PP- Oak Pavilion	94
PP- Poplar Pavilion	81
PP- Picnic Area A	16
PP- Picnic Area B	12
PP- Picnic Area C	11
PP- Picnic Area D	10
Rhine Valley Park Pavilion	5
Woodland Oaks Gazebo	4
Veterans Memorial Plaza	1

AQUATICS- PICKRELL POOL

Visits	20,330
Admissions	\$28,348
Season Passes	\$6,430

RECREATION

Events	35
Event Participants	26,776
Programs	49
Program Participants	1,238
Leagues	5
League Participants	306
Sponsorships	\$59,850
Volunteer Hours	543

YOUTH SPORTS LEAGUES

Baseball (BVYA)	937
Softball (BVYA)	291
Basketball (BVYA)	255
Volleyball (BVYA)	89
Swimming (BVYA)	172
Soccer (SYSA)	853

SENIOR CENTER

Scan Ins	19,935
Memberships	769
Lunch Memberships	642





SOCIAL ENGAGEMENT



AUDIENCE

16.8% Men



83.2% Women

Age Demographics

25-34: 17.6 %

35-44: 42%

45-54: 24%

Top towns/cities

Schertz: 26%

San Antonio: 18.4%

Cibolo: 13.7%

New Braunfels: 3.4%

Universal City: 2.8%

19.6% Men



80.4% Women

Age Demographics

25-34 yo: 23.8%

35-44 yo: 38.6%

45-54 yo: 23.3%

Top towns/cities

Schertz: 27.1%

San Antonio: 16.6%

Cibolo: 13%

New Braunfels: 4.5%

Selma: 4.5%

PAGE STATS

Facebook Reach:

496,471

+478.2%

New Page Likes:

1,253

+22.4%

Instagram Reach:

17,996

+902%

New Followers:

236

Page Visits:

30,829

+106.6

Published Posts:

311

+18.3%

Page Visits:

1,797

+155.3%

Published Posts:

277

+559.5%

BIGGEST REACH

Reach:

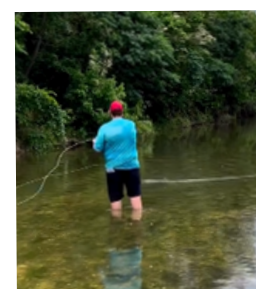
346.2K

Reactions:

5.2K



Certified Firefly
Habitat Post



Fathers Day/Go
Fishing Day Video

Reach:

1.6K

Reactions:

27

RECREATION



NEW RECREATION TEAM

There were two new editions to the Recreation Team this year. A brand new Recreation Coordinator position was added in the budget and the Event Specialist Position was re-classified to become the Recreation Specialist.

Sydney Paredes joined the team in December filling the Recreation Coordinator role and Kathryn Scheel joined soon after as the Recreation Specialist in February.

SCHERTZ YOUNG LEADERS

SYL debuted this year with a class of 7 students from 3 area High Schools, offering a chance to learn about their community and hone leadership skills. This program not only helps create informed citizens, but also reaches a hard to reach audience: teens.

The first year consisted of 5 sessions, 1 City Council meeting, 1 SCUCISD School Board Meeting, Movin on Main Volunteer, and graduation.



EXPANDED PROGRAMS

With the edition of the new Recreation Coordinator position came a multitude of new programming for all ages and a busy summer!

Arguably the most anticipated of the programs were the Adult Softball League and Archery camp which both sold out quickly with a waitlist. Overall, 9 new programs were added with 39 individual session options.

With the added staff member, the department was also able to expand current offerings, with 2 leagues in the spring rather than 1, and 2 Parks & Rec month activities a week instead of 1.

GOLF TOURNAMENT SUCCESS

The 12th Annual Hal Baldwin Golf Tournament was a resounding success, with a record breaking year. 150 golfers joined us November 18th, bringing in \$40,800 and raising \$23,785.50 for the Scholarship Fund.

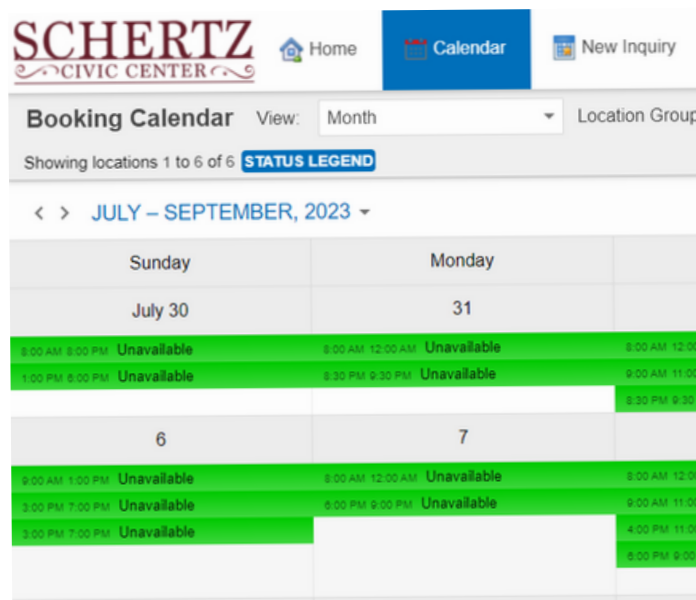


CIVIC/CONVENTION CENTER

DEPARTMENT RESTRUCTURE

In January, the Civic Center, Community Center, and North Center transitioned from the oversight of Public Affairs to Parks and Recreation as part of a comprehensive citywide restructuring initiative introduced by the City Manager.

By consolidating these entities, our department reverted back to its namesake, "Parks, Recreation, & Community Services," with the shared goal of enhancing quality-of-life and providing amenities for our residents.



NEW EVENT MANAGEMENT SOFTWARE

This year, the Civic Center switched to a new management software called Event Pro. Our staff put in hard work during spring to make the change, and officially launched the software in August. It comes with a handy online calendar for the public to view availability and enhanced data gathering features that make it easier to pull reports.

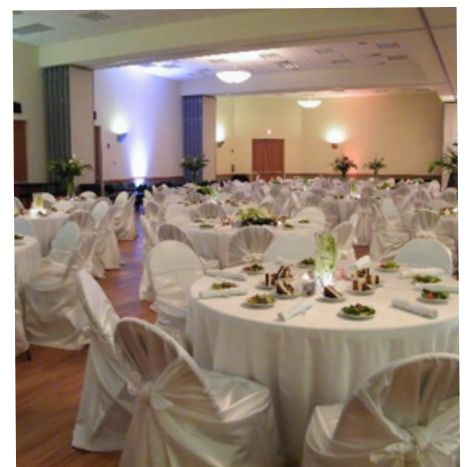
The software now stores customer account information for easy lookup and additional reservations as well as financial integration features that eliminate the need for staff to transfer information to INCODE by hand.



Schertz Civic Center hosts TxAVF September Meeting.



Blanca Ramirez retires from the Schertz Civic Center, May 2023.



Schertz Civic Center upgrades facility equipment and appliances.

AWARDS & ACCOMPLISHMENTS

SERVICE PINS

Erin Matlock: 20 Years
Jared Montney: 5 Years
Robert Dobratz: 5 Years
Arturo Ortiz: 5 Years
Ian King: 1 Year
Brandon Garcia: 1 Year
Ray Tyquiengco: 1 Year
Cassie Paddock: 1 Year
Lexi Michael: 1 Year



CITY MANAGER COINS

Robert Dobratz: Kevin's Birthday
Larry May: Kevin's Birthday
Cassie Paddock: Schertz Young Leaders

CERTIFICATIONS

Robert Dobratz: Pesticide Applicator
Cole Moody: Pesticide Applicator
Ray Tyquiengco: CPO
Daniel Delong: CPO
Jeremy Jacoway: CPO
CBNP: Certified Firefly Habitat



PROFESSIONAL DEVELOPMENT

Lauren Shrum:
TRAPS Mentor
Emerging Leaders Mentor
Robert Dobratz: Emerging Leaders
Erin Matlock: TxAFV Treasurer
Cassie Paddock:
TRAPS Leadership Academy
TRAPS F&YP Chair-Elect
NRPA YPN Chair-Elect
AAPRA Externship
Sydney Paredes: F&YP Student Chair



Gingerbread House contest winners!

THANK YOU TO OUR 2022-23 SPONSORS & PARTNERS

CATERPILLAR
FLOOR COVERINGS INTERNATIONAL
GUADALUPE MASTER NATURALISTS
GVEC
HEB
ICODE
KIDDIE ACADEMY OF CIBOLO
METHODIST HOSPITAL NORTHEAST
QC KINETIX
QUARTER MOON PLUMPING
RAISING CANES
RE/MAX CORRIDOR
RIVER CITY COMMUNITY CHURCH
SAMCO CAPITAL MARKETS
SA ASTRONOMICAL ASSOCIATION
SA ZOO
SCHERTZ BANK AND TRUST
SCHERTZ-CIBOLO EMERGENCY CLINIC
SCUCISD
SKYHAWKS
SLIM CHICKENS
STATE FARM- NATHAN OBREGON
THE CROSSVINE
THE PURPOSE CHURCH
THE CHAMBER
UT HEALTH SAN ANTONIO
YMCA





CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: City Secretary
Subject: Minutes - Consideration and/or action regarding the approval of the regular meeting minutes of November 14, 2023, and Canvassing the Election of November 20, 2023. (S.Edmondson/S.Courney)

Attachments

11-14-2023 Minutes
11-20-2023 Minutes

DRAFT

MINUTES REGULAR MEETING November 14, 2023

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on November 14, 2023, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-Tem Michelle Watson; Councilmember Mark Davis; Councilmember Jill Whittaker; Councilmember David Scagliola; Councilmember Allison Heyward; Councilmember Tim Brown

Absent: Councilmember Michael Dahle

Staff present: City Manager Steve Williams; Deputy City Manager Brian James; City Attorney Daniel Santee; Assistant City Manager Sarah Gonzalez; City Secretary Sheila Edmondson

Call to Order

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

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

Councilmember Dahle provided the opening prayer and led the Pledges of Allegiance to the Flags of the United States and State of Texas.

Proclamations

Schertz-Cibolo Cemetery Day

Mayor Gutierrez presented Dr. Miguel Vasquez-Chair of the Schertz Historical Preservation Committee, with a proclamation recognizing the Schertz-Cibolo Cemetery receiving a Texas Historical Marker on November 18, 2023.

Presentations

Fire Prevention Week Poster Presentation (B.High)

Assistant Fire Chief Dan Kramer presented each of the following students with an award for their efforts. Each of the award winners had their picture taken with the Mayor and the Fire Prevention Staff.

2023 SCHERTZ FIRE PREVENTION POSTER CONTEST WINNERS

Kindergarten-1st Grade Winners

PLACE	NAME	GRADE	SCHOOL
3rd	Christian Lee	1st	Sippel Elementary
2nd	Mary Jane Watson	Kinder	Paschal Elementary
1st	Haylee Cortinas	1st	Rose Garden Elementary

2nd-3rd Grade Winners

PLACE	NAME	GRADE	SCHOOL
3rd	Aurora Donabauer	3rd	Sippel Elementary
3rd	Natalie Lorenzana	3rd	Sippel Elementary
1st	Zachary Cox	2nd	Sippel Elementary

4th Grade Winners

3rd	Levi Kyker	4th	Sippel Elementary
2nd	Mason Phillips	4th	Sippel Elementary
1st	Ean Whitaker	4th	Sippel Elementary

Mayor's Choice

NAME	GRADE	SCHOOL
Haylee Cortinas	1st	Rose Garden Elementary

Presentation of the 2024 Schertz Young Leaders Class

(S.Gonzalez/L.Shrum/C.Paddock)

Parks Director Lauren Shrum introduced the 2024 Schertz Young Leaders Class, previously the Sweetheart Court.

Clemens High School

JC McElroy, 10th Grade
Sarah Johnson, 10th Grade
Eleanor Forsberg, 10th Grade
Laila Burcham, 10th Grade
Mattie Mays, 10th Grade
Hadraina Edwards, 11th Grade
Connor Gobin, 12th Grade
Keira Bearce, 12th Grade

Founder's Academy

Jacob Ha, 10th Grade

St. Mary's Hall

Micah Guice, 12th Grade

Steele High School

Jaclynn Wheatley, 12th Grade

Presentation on the Upcoming Holidazzle event Saturday, December 2, 2023

(S.Gonzalez/L.Shrum/C.Paddock)

Parks Director Lauren Shrum stated Deck the Hall will kick off the Holidazzle Event, starting on Thursday, November 30, 2023, at 6:00 p.m. in front of City Hall Building 1.

There will be three sessions of Breakfast with Santa starting at 8:00 a.m., 9:30 a.m. and 11:00 a.m. Breakfast will be provided by Abel's Diner.

Kris Kringle Market will be open from 10:00 a.m.-3:00 p.m. in the Civic Center Grand Ballroom.

Holiday Hoopla

4:00 pm-8:00 p.m.

Fireside Roasting & Toasting

Food Trucks

Mt. Schertz Snow Hill,

2 Snow play areas

Ice Rink, Frozen Playland

Inflatable Slide

Facepainting,

Balloon Twisters

Santa Photos

Holidazzle Marquee Letters.

The day will end with the Festival of Angels Parade starting at 6:00 pm.

City Events and Announcements

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

Deputy City Manager Brian James provided the following list of upcoming events for the City:

Now through Friday, November 17

Blue Santa Program Accepting Applications

Head to [Schertz.com/bluesanta](https://www.schertz.com/bluesanta) or stop by the Schertz Police Department to apply

Applications for those individuals requesting assistance are available and the deadline is this Friday, November 17.

Those willing to donate can pick up a Blue Santa tree gift tag beginning on Monday,

November 20 in the Police Department lobby. Monetary and gift care donations will also be accepted. Donations and unwrapped gifts must be received by Thursday, December 7.

Friday, November 17

Hal Baldwin Scholarship Golf Tournament
9:00 AM – 1:00 PM
Olympia Hills Golf Course & Conference Center

Monday, November 20

City Council Orientation/Retreat
1:00 PM – 4:00 PM
Council Chambers

Canvassing Results from Election

6:00 PM
Council Chambers
City Council will have a meeting to canvass the election results from the November 7, 2023 General Election

Thursday, November 23

Thanksgiving Day
City Offices Closed November 23 and November 24

Thursday, November 30

Deck the City Hall Tree Lighting Ceremony
6:00 PM
Hal Baldwin Municipal Complex

Saturday, December 2

Holidazzle
8:00 AM – 7:00 P.M.
Hal Baldwin Municipal Complex

- Breakfast with Santa, Sessions at 8:00 A.M., 9:30 A.M., and 11:00 A.M. Tickets are \$10.00 and registration is required. Call the Parks & Rec Office at 210-619-1850 for more information
- Kris Kringle Market from 10:00 A.M. – 3:00 P.M.
- Holiday Hoopla! from 4:00-8:00 P.M. – Featuring the Mt. Schertz snow hill and snow angel play area
- Festival of Angels Lighted Night Parade from 6:00-8:00 PM
- For more information visit www.schertz.com/holidazzle

Tuesday, December 5

Next Regular City Council Meeting
6:00 PM
Council Chambers

Saturday, December 9

Blizzard Paddle Battle Pickleball Tournament

8:30 AM – 2:30 PM

Pickrell Park

Space is limited to 12 mixed double teams. Registration is \$50 per team and includes a tournament t-shirt and guarantee of at least 3 games to play. Prizes will be awarded to the top 3 teams! Head to [Schertz.com/recreation](https://www.schertz.com/recreation) to register your team today.

- Announcements and recognitions by the City Manager (S.Williams)

The City Manager congratulated the following employees on their recent promotion.

Promoted from Police Corporal to Sergeant:

- Dallas Hopper was promoted from Police Corporal to Sergeant on October 7, 2023.
- Sean McKenna was promoted from Police Corporal to Sergeant on October 7, 2023.
- Shawn Ceeko was promoted from Police Corporal to Sergeant on October 7, 2023.
- Chris Martinez was promoted from Police Corporal to Sergeant on October 7, 2023.
- Erin Noah was promoted from Building Inspector to Plans Examiner on October 7, 2023.

Inspections Dept.

- Jim Bruce was promoted from Inspections to Chief Building Official on October 23, 2023.

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

Mayor Gutierrez thanked the City of Selma for hosting the Veterans Day Ceremony. He loves the cooperation between the cities of Schertz, Cibolo and Selma. Mayor Gutierrez also attended another ceremony at Ft. Sam Houston hosted by the Buffalo Soldiers. The City of Schertz will canvass the November 7, 2023, General Election on November 20, 2023, and call for a Runoff Election for Place 4.

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.

Richard Eads, 5523 Cypress Point-Mr. Eads attended the City's Comprehensive Planning Meeting with concerns about where apartments are being planned near his neighborhood. Per Mr. Eads, stated at the Comprehensive Planning Meeting that the City also agreed that apartments should not be built in that area as well.

Maggie Titterington, 1730 Schertz Parkway-Ms. Titterington announced that the last Chamber

Luncheon for the year will be Tuesday, November 21, 2023.

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 regular meeting minutes of October 17, 2023. (S.Edmondson/S.Courney)
2. **Appointment, Reappointment, & Resignations:** City Boards, Commissions, and Committees (S.Edmondson/S.Courney)

Resignations: EDC- Mr. Jesse Hamilton

Appointments: EDC-Ms. Donna Steward

3. **Resolution 23-R-115:** Authorizing the City Manager to enter into a contract for on-call SCADA Services with Prime Controls. (B.James/L.Busch)
4. **Resolution 23-R-116:** Authorizing an amendment to the agreement with Lockwood, Andrews & Newnam, Inc., for engineering services related to the Water and Wastewater Master Plan and Impact Fee Update Study (B.James/K.Woodlee)
5. **Ordinance 23-M-28:** Amending Ordinance 23-M-28 Code of Conduct and Procedures on Videoconferencing and Written Statements. ***Final Reading*** (S.Edmondson)
6. **Ordinance 23-S-24:** Consider a request to rezone approximately 2.1 acres of land from Neighborhood Services District (NS) and Planned Development District (PDD) to Planned Development District (PDD), known as Guadalupe County Parcel ID 31970, 31971, 31972, 31973, 31980, 31981, 31982, 31983, generally located northwest of the intersection between Schertz Parkway and Wiederstein Road, City of Schertz, Guadalupe County, Texas. ***Final Reading*** (B.James/S.Haas)
7. **Ordinance 23-S-78:** Consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC) to Article 5, Section 21.5.4 Zoning Change/Zoning Map Amendment. ***Final Reading*** (B.James/L.Wood/S.Haas)
8. **Resolution 23-R-119:** Authorizing expenditures with Halff Associates totaling no more than \$985,000.00 for professional engineering-related services for the Lower Seguin Road Reconstruction Project and other matters in connection herewith. (B.James/K.Woodlee/J.Nowak)

9. **Resolution 23-R-118:** Increasing the not to exceed amount of the construction contract with Intermountain Slurry Seal, Inc. to \$196,616.25 for the 2023 SPAM Resurfacing project. (B.James/K.Woodlee/J.Nowak)
10. **Resolution 23-R-117:** Authorizing a Schertz Main Street Local Flavor Economic Development Grant for 415 Main Street. (S.Williams/B.James)

Mayor Gutierrez asked for a motion to approve Consent Agenda Item 1-10.

AYE: Mayor Ralph Gutierrez, Mayor Pro-Tem Michelle Watson,
Councilmember Mark Davis, Councilmember David Scagliola,
Councilmember Allison Heyward, Councilmember Tim Brown

Passed

Moved by Councilmember Allison Heyward, seconded by Mayor Pro-Tem Michelle Watson

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

Passed

Public Hearings

11. **Ordinance 23-S-29:** Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC) to Article 3 Boards, Commissions, and Committees and Article 12 Subdivisions. ***First Reading*** (B.James/L.Wood/S.Haas)

Mayor Gutierrez recognized Senior Planner Sam Haas who presented the changes in Part III of the Schertz Code of Ordinances Unified Development Code (UDC) to Article 3-Boards, Commissions and Committees and Article 12-Subdivisions.

Texas House Bill HB 3699, the governing body of the municipality or the municipal planning commission may delegate to one or more officers or employees of the municipality or of a utility owned or operated by the municipality the ability to approve, approve with conditions, or disapprove a plat.

Proposal

- Staff is proposing to amend the Unified Development Code to give administrative approval authority for all subdivision plats with amendments to the following sections
- Amendments to Article 3:
 - UDC Section 21.3.3 Planning and Zoning Commission
 - UDC Section 21.3.5 Administrative Authority

- Amendments to Article 12:
 - UDC Section 21.12.2 General Provisions
 - UDC Section 21.12.8 Preliminary Plat Process
 - UDC Section 21.12.10 Final Plat Process
 - UDC Section 21.12.13 Replat Process
 - UDC Section 21.12.14 Vacating Plat Process

Proposal

- Staff will leave final authority for waivers to the platting requirements in the UDC to the Planning and Zoning Commission
- Staff will also allow any appeals that come from this process to go before the Planning and Zoning Commission
- Staff believes these discretionary items would be more appropriate before an appointed body such as the Planning and Zoning Commission
- Staff is also leaving the option to forward any plat to the Planning and Zoning commission for final authority.

Mayor Gutierrez opened the Public Hearing. No one spoke, the Public Hearing was closed.

Councilmember Tim Brown asked if the City had talked to other communities about this process.

Senior Planner Sam Haas stated that other communities are adopting similar changes and are in favor of them.

Councilmember David Scagliola asked if this is approved, will Planning and Zoning be obsolete.

Senior Planner Sam Haas reassured Council that the Planning and Zoning Commission will still be needed in the planning process.

Mayor Gutierrez asked for a motion on Item #11.

Moved by Councilmember Allison Heyward, seconded by Councilmember Tim Brown

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

Passed

Discussion and Action Items

- 12. Ordinance 23-T-31:** Authorize an adjustment to the Fiscal Year 2023-24 Adopted Budget for items approved but not expended in the Fiscal Year 2022-23. ***First Reading*** (S.Gonzalez/J.Walters)

Mayor Gutierrez recognized Finance Director James Walters who provided an

explanation of items that were approved but not expended in Fiscal 2022-23.

Mayor Gutierrez asked for a motion to approve Ordinance 23-T-31.

Moved by Councilmember Allison Heyward, seconded by Mayor Pro-Tem Michelle Watson

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

Passed

13. Resolution 23-R-122: Authorizing the City Manager to amend the Southern Plant Wastewater Services and Funding Agreement. (B.James/L.Busch)

Mayor Gutierrez announced that due to the nature of this resolution, the Council would like to consult with the City Attorney about Resolution 23-R-122.

The meeting was recessed at 6:56 pm.

Mayor Gutierrez reconvened the meeting at 7:13 pm.

Mayor Gutierrez asked for a motion to approve Resolution 23-R-122.

Moved by Councilmember Mark Davis, seconded by Councilmember Tim Brown

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

Passed

Information available in City Council Packets - NO DISCUSSION TO OCCUR

14. Structure at 1049 Live Oak Road (B.James/D.Hardin Trussell)

15. August and September 2023 Monthly Financial Statements (S.Gonzalez/J.Walters)

Requests and Announcements

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

Mayor Gutierrez recognized that tonight was Councilmember Jill Whittaker's last council meeting and presented her with a plaque thanking her for her years of dedication and support.

City Manager Steve Williams presented Councilmember Jill Whittaker with a City

Manager Coin.

Councilmember Jill Whittaker said it was an honor and a privilege to serve the City of Schertz these past years. She enjoyed getting to know the Council, staff and the community of Schertz.

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

No items are requested at this time.

- Announcements and City Events attended by Councilmembers

Councilmember Davis attended the Staff Thanksgiving Luncheon

Councilmember Whittaker attended the Veterans Day Event, NEP Luncheon, the Chamber Luncheon and several ribbon cuttings

Councilmember Scagliola attended the Veterans Day Event and Staff Thanksgiving Luncheon

Councilmember Heyward attended the TML Risk Pool Meeting, NRP Groundbreaking, Development Subcommittee Meeting, Municipal Court Proclamation Presentation, EDC Meeting, American Planning Association Texas seminar and ribbon cuttings

Councilmember Brown attended the NEP Luncheon and the Veterans Day Event

Mayor Gutierrez announced that the Texas Air Show has been relocated back to Randolph AFB on April 6-7, 2024

Adjournment

Mayor Gutierrez adjourned the meeting at 7:24 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

DRAFT

MINUTES REGULAR MEETING November 20, 2023

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on November 20, 2023, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-Tem Michelle Watson; Councilmember Mark Davis; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward; Councilmember Tim Brown

Staff present: City Manager Steve Williams; Deputy City Manager Brian James; City Attorney Daniel Santee; Assistant City Manager Sarah Gonzalez; City Secretary Sheila Edmondson;

Call to Order

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

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

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

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.

Ed Finley-3916 Habersham, Mr. Finley has served with newly elected Councilmember Robert Westbrook for the last 10 years and found him to be a very conscientious and thoughtful person. The SCUCISD Board is sorry to lose him, but they are happy that he is going to serve the City of Schertz.

Discussion and Action Items

1. **Resolution 23-R-123** - Approving a Resolution to canvass the returns and declaring the results of the November 7, 2023, General Election, and other matters in connection therewith. (Mayor/Council/S.Edmondson)

Mayor Gutierrez recognized City Secretary Sheila Edmondson who brought forward Resolution 23-R-123 Canvass the General Election on November 7, 2023.

The total of votes cast during early voting was 5613 personal appearance and absentee, and 4600 votes were cast on Election Day. The total number of votes cast in this election was 10,213. Mr. Paul Macaluso is hereby declared elected to the Office of Councilmember Place 3. Mr. Robert Westbrook is hereby declared elected to the Office of Councilmember Place 5.

Council Place 4's tabulations of votes cast at the November 7, 2023, election discloses that no candidate for Council Place 4 received sufficient votes to be elected to the City Council; and that it is necessary in conformity with the City Charter and Texas Election Code as amended, to call a runoff election for the purpose of voting upon a candidate to fill the Council Place 4 position.

Mayor Gutierrez asked for a motion to approve Resolution 23-R-123.

Moved by Councilmember Mark Davis, seconded by Councilmember Allison Heyward

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

Passed

2. **Resolution 23-R-124-** Approving a Resolution to call for a Runoff Election on December 9, 2023, with Guadalupe County, Bexar County and Comal County and approving the Guadalupe County Election Contract stating that Guadalupe County will oversee the entire Runoff Election. (Mayor/Council/S.Edmondson)

Mayor Gutierrez recognized City Secretary Edmondson who brought forward Resolution 23-R-124 calling for a Runoff Election on December 9, 2023.

Mayor Gutierrez asked for a motion to approve Resolution 23-R-124.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michael Dahle

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

Passed

3. Oath of Office

Mayor Gutierrez recognized Councilmember David Scagliola for all his year of service and presented him with a plaque and a city sign with his name on it.

City Manager Williams recognized Councilmember David Scagliola and presented him with a City Manager's Coin.

Outgoing Councilmember David Scagliola congratulated the newly elected Councilmember Place 3 Paul Macaluso and Councilmember Place 5 Robert Westbrook thanked them both for willing to serve the City of Schertz.

Officers-Oath of Office (S.Edmondson)

- **Place 3-Oath of Office to Mr. Paul Macaluso**

City Secretary Edmondson provided the oath of office to Councilmember Place 3 Paul Macaluso.

- **Comments by Councilmember Macaluso**

Councilmember Macaluso thanked the residents of the City of Schertz for their support. He made a promise to make the best decisions for the citizens of this city.

- **Place 5-Oath of Office to Mr. Robert Westbrook**

City Secretary Edmondson provided the oath of office to Councilmember Place 5 Robert Westbrook.

- **Comments by Councilmember Macaluso**

Councilmember Westbrook thanked all the SCUCISD School Board members who supported him through this journey. It was a team effort.

Adjournment

Mayor Gutierrez adjourned the meeting at 6:33 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: Executive Team
Subject: Approval of the 2024 Master Calendar (S.Williams/C.Simmons)

BACKGROUND

Each year, staff drafts a Master Calendar that serves as a planning tool for the upcoming year. There are a couple items to note which are the dates of Special Called Council meetings/retreats, which are tentatively planned as follows:

- February 2 – Council Retreat – Location TBD
- March 22 – Council Pre-Budget Retreat – Location TBD
- August 2 – Council Budget Retreat – Location TBD
- November 18 – Council Meeting to Canvass Results of November 5 Election

All dates are reflected on the 2024 City Council Calendar. Note that the Planning & Zoning Commission has generally been supportive of meeting once per month as reflected on the calendar, but has not voted on this change.

Additionally, Movin' on Main has been moved to the second Sunday in April (April 14, 2024). It is usually held the first Sunday in April; however, there is conflict with the Great Texas Air Show 2024 (which will be held at JBSA-Randolph this year) as it's been scheduled for that first weekend in April.

RECOMMENDATION:

As in years past, staff recommends Council approval of the Master Calendar with the following considerations regarding cancelation and addition of the following City Council meetings:

- Cancel the January 2, 2024 Council Meeting due to New Year's Holiday and reschedule for January 9, 2024
- Cancel the October 1, 2024 Council Meeting due to Texas National Night Out and TML Conference and reschedule for October 22, 2024
- Cancel the November 5, 2024 Council Meeting due to Election Day and reschedule for November 12, 2024






If Council has concerns with these considerations, please contact the City Manager's office.

Additionally, staff has provided a detailed list of 2024 Council/Boards/Commissions, a 2024 City Council Calendar, and a 2024 Schertz Parks & Recreation Event List.

Attachments

2024 Master Calendar
2024 City Council Calendar
2024 Council Boards and Commissions
2024 Parks and Recreation Event List



Council Meeting	Animal Services Advisory Committee	SSLGC	Library Advisory Board
 City Holidays (Office Closed)	 Planning & Zoning Committee	 Economic Development Corporation	 Historical Preservation Committee
	 Parks & Recreation Advisory Board	 CVLGC	 Transportation Safety Advisory Committee
	 Main Street Committee	 TIRZ Board	

The following City Council meetings have been rescheduled:
January 2 rescheduled to January 9 due to New Year's Holiday; October 1 rescheduled to October 22 due to National Night Out and TML Conference;
November 5 rescheduled to November 12 due to Election



2024 City Council Calendar

JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29		

MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	2		1	2	3	4	5
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	2	3	4				1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		26	27	28	29	30		
							30						

JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	31

SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

	Council Meeting		City Holidays (Office Closed)
	Election/Canvassing Election		Council Workshop/Retreat

Dates are subject to change.

Check www.schertz.com for updated information.

The following City Council meetings have been rescheduled:

January 2 rescheduled to January 9 due to New Year's Holiday; October 1 rescheduled to October 22 due to National Night Out and TML Conference;

November 5 rescheduled to November 12 due to Election

2024 Council/Boards/Commissions

City Council Meetings

Day: 1st and 3rd Tuesdays of the month
Time: 6:00 PM
Location: Council Chambers
Exceptions: The following City Council meetings have been cancelled or rescheduled: January 2 rescheduled for January 9 due to New Year's Holiday; October 1 rescheduled for October 22 due to National Night Out; November 5 rescheduled for November 12 due to Elections
Special: November 18th – Canvass Results of November 5th Election

SEDC - Schertz Economic Development Corporation Board

Day: 4th Thursday of the month
Time: 6:00 PM
Location: Council Chambers Conference Room
Exceptions: November 21st (3rd Thursday) and December 12th (2nd Thursday)

Library Advisory Board

Day: 1st Monday of the month
Time: 6:30 PM
Location: Schertz Library - Meeting Room 1
Exceptions: No meeting in July
January 8th and September 9th (2nd Monday)

Main Street Committee

Day: Tuesdays, January 23, May 14, and September 24
Time: 6:00 PM
Location: Council Chambers

Parks & Recreation Advisory Board

Day: Bi-monthly on the 4th Monday: January 22nd, March 25th, May 20th (3rd Monday), July 22nd, September 23rd, November 18th (3rd Monday)
Time: 5:30 PM
Location: Bob Andrews Conference Room

P & Z – Planning and Zoning

Day: 1st Wednesday of the month
Time: 6:00 PM
Location: Council Chambers
Exceptions: January 10th (2nd Wednesday)
May 8th (2nd Wednesday)

TSAC – Transportation Safety Advisory Commission

Day: 1st Thursday of the month
Time: 5:30 PM
Location: Council Chambers
Exceptions: No meetings in January, July, or December

SHPC – Schertz Historical Preservation Committee

Day: 4th Thursday of the month
Time: 6:00 PM
Location: Bob Andrews Conference Room
Exceptions: No meetings in November or December

TIRZ Board – Tax Increment Reinvestment Zone

Day: Quarterly on the 2nd Tuesday: January 9th, April 9th, July 9th, October 8th
Time: 4:00 PM
Location: Council Chambers

Animal Services Advisory Committee

Day: Quarterly on the 1st Wednesday: February 7th, May 1st, August 7th, November 6th
Time: 6:00 PM
Location: Schertz Animal Services, 800 Community Circle

SSLGC – Schertz/Sequin Local Government Corporation

Day: 3rd Thursday of the month
Time: 1:30 PM
Location: SSLGC Administration Office Building, 108 W. Mountain Street, Seguin TX 78155

CVLGC – Cibolo Valley Local Government Corporation

Day: 4th Thursday of the month
Time: 8:30 AM
Location: Alternates between Schertz & Cibolo – contact Jackie Gaines jackie.gaines@cvlgc.com
Exceptions: October, November, and December TBD
Special: Board Meeting TBD
Joint (Schertz and Cibolo) City Council Meeting TBD, City of Cibolo

Board of Adjustments

Note: Will be held on an as-needed basis
Planning and Community Development will work with City Staff, Board Members, and the Applicant to coordinate the meeting.

Building and Standards Commission

Note: Will be held on an as-needed basis
Planning and Community Development will work with City Staff, Board Members, and the Applicant to coordinate the meeting.

Dates/times/locations are subject to change.
Check www.schertz.com for updated information.

2024 Schertz Parks & Recreation Event List

JANUARY- SPRING GUIDE

6-Jan Polar Bear Plunge
28-Jan Walk with a Naturalist

FEBRUARY

3-Feb Daddy/Daughter Dance
4-Feb Mother/Son Dance
10-Feb Nature Discovery Series
25-Feb Walk with a Naturalist

MARCH

2-Mar Kick Cancer
9-Mar Nature Discovery Series
15-Mar Easter Egg-stravaganza
24-Mar Walk with a Naturalist
23-Mar Star Party
23-Mar BVYA Opening Day
30-Mar Shred Day
31-Mar Easter

APRIL

14-Apr Movin' on Main
13-Apr Adult Archery 101
13-Apr Nature Discovery Series
7-Apr Spring Kickball League Begins (6 Weeks)
9-Apr Spring Pickleball League Begins (6 Weeks)
20-Apr Ed-ZOO-cation
26-Apr Murder Mystery Party
28-Apr Walk with a Naturalist

MAY- Summer Guide

11-May Nature Discovery Series
18-May Dark Skies & Fireflies
26-May Walk with a Naturalist

JUNE

2-Jun Ed-ZOO-cation
8-Jun Nature Discovery Series
20-Jun Float N Flick
23-Jun Owl Prowl
28-Jun Project Flagline

JULY

4-Jul Jubilee
13-Jul Nature Discovery Series
13-Jul Float N Flick
20-Jul Star Party
28-Jul Owl Prowl

AUGUST- Fall Guide

3-Aug National Watermelon Day
25-Aug Owl Prowl

SEPTEMBER

7-Sep Paws in the Pool
14-Sep Nature Discovery Series
8-Sep Fall Kickball League Begins (8 Weeks)
10-Sep Fall Cornhole League Begins (6 Weeks)
7-Sep Ed-ZOO-cation
22-Sep Owl Prowl

OCTOBER

5-Oct Dunkin' for Pumpkins
12-Oct Nature Discovery Series
27-Oct Walk with a Naturalist
TBD Star Party

NOVEMBER

9-Nov Nature Discovery Series
TBD Hal Baldwin Golf Tournament
24-Nov Walk with a Naturalist

DECEMBER

5-Dec Deck the City Hall
7-Dec Holidazzle/Parade

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: Public Works
Subject: Resolution 23-R-126 - Authorizing an amendment to the CCN transfer agreement between Green Valley Special Utility District and the City of Schertz. (B.James/L.Busch)

BACKGROUND

Green Valley Special Utility District provides retail water service CCN No. 10646, issued by the Public Utility Commission of Texas ("PUC") for the provision of retail water services to certain areas in and about Bexar County, Comal County and Guadalupe County. The City of Schertz provides retail water service CCN No. 10645, issued by the PUC, for the provision of retail water to certain areas in and about Bexar County, Comal County, and Guadalupe County. The boundaries of the Green Valley Special Utility District water CCN and the City of Schertz water CCN are adjacent to one another in various areas. The property owner requested Green Valley Special Utility District transfer a portion of its water CCN to the City of Schertz, and on April 18, 2023 City Council approved Resolution 23-R-35 to enter into an agreement to amend our CCN. This first amendment to that agreement is specifically to reflect the area to be transferred as 21.83 acres instead of 22.16 acres as was incorrectly shown previously.

GOAL

To provide water service to new developing areas inside the city limits of Schertz.

COMMUNITY BENEFIT

To ensure the future water customers in this portion of the City with planned development have the same water and wastewater provider to better serve the citizens of the City.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approve the Resolution authorizing execution of the water CCN transfer agreement from Green Valley Special Utility District to the City of Schertz for the approximately 21.83 acres described as Comal County Property ID's 401272, 401273, 75237, 75375 and 75246.

RECOMMENDATION

Approval of Resolution 23-R-126.

Attachments

Resolution 23-R-126 with Exhibit 1

RESOLUTION NO. 23-R-126

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AMENDMENT TO THE WATER CCN TRANSFER FROM GREEN VALLEY SPECIAL UTILITY DISTRICT TO THE CITY OF SCHERTZ, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Green Valley Special Utility District (“GVSUD”) provides retail water service under water CCN No. 10646, issued by the Public Utility Commission of Texas (“PUC”) to certain areas in and about Comal County and Guadalupe County;

WHEREAS, the City of Schertz (“Schertz”) provides retail water service under water CCN No. 10645, issued by the PUC, for the provision of retail water to certain areas in and about Bexar County, Comal County, and Guadalupe County;

WHEREAS, the boundaries of the GVSUD water CCN and the Schertz water CCN are adjacent to one another in various areas;

WHEREAS, On April 18, 2023, Schertz entered into an agreement to with GVSUD and TEXAS MULTIFAMILY CAPITAL, LLC., a Texas limited liability company (the “Developer”) to transfer a portion of GVSUD CCN to Schertz CCN;

WHEREAS, the Property is being developed by Developer and is identified as PIDs#401272, 401273, 75237, 75375 and 75246, Comal County Appraisal District records, and is currently undeveloped;

WHEREAS, the property was originally identified as 22.16 acres and has subsequently been determined to be approximately 21.83 acres; and

WHEREAS, GVSUD and Schertz are amenable to altering the boundaries of their respective water CCNs by transferring the portion of the Property contained within the boundaries of the GVSUD CCN to the Schertz CCN so that the Property is removed from the GVSUD water CCN and added to the Schertz water CCN; and

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 an amendment to the agreement to transfer the water CCN from GVSUD to Schertz in substantially the form attached in Exhibit 1 (“First Amendment to Water CCN Transfer Agreement”).

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 ____ day of ____, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(city seal)

Exhibit 1

“First Amendment to Water CCN Transfer Agreement”

FIRST AMENDMENT TO WATER CCN TRANSFER AGREEMENT

THIS FIRST AMENDMENT TO WATER CCN TRANSFER AGREEMENT ("AMENDMENT") is made and entered into **Green Valley Special Utility District a special utility district created pursuant to chapter 65 of the Texas Water Code ("GVSUD"), CITY OF SCHERTZ, TEXAS** a municipality ("Schertz"), and **Texas Multifamily Capital, LLC**, a Texas limited liability company (the "Developer," and, together with GVSUD and Schertz, the "Parties")

RECITALS

WHEREAS, the Parties previously entered into that WATER CCN TRANSFER AGREEMENT dated effective April 18, 2023 related to the transfer of certain portion of CCN area (the "AGREEMENT");

WHEREAS, the Agreement identified the Property to be transferred from GVSUD to Schertz as 22.16 acres; and

WHEREAS, the Property should have been identified 21.83 acres; and

WHEREAS, the Parties desire to amend the Agreement in accordance with the terms and conditions of this Amendment.

AGREEMENT

THAT for and in consideration for the mutual promises expressed in this AMENDMENT, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. **Property.** The Property is hereby supplemented with the attached Exhibit A.

4. **Defined Terms.**

All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the AGREEMENT.

4. **Full Force and Effect.**

In the event any term of the AGREEMENT conflicts with a term of this AMENDMENT, the term of this AMENDMENT shall control. Except as amended hereby, all terms and conditions of the AGREEMENT shall remain in full force and effect, and the Parties hereby ratify and confirm the AGREEMENT as amended hereby. The AGREEMENT, as amended herein, constitutes the entire agreement between the parties hereto and no

further modification of the AGREEMENT shall be binding unless evidenced by an agreement in writing signed by the parties hereto.

4. Effective Date.

This AMENDMENT shall have an Effective Date as of the date it is signed by both Parties.

Signature Pages to Follow

**GREEN VALLEY SPECIAL UTILITY DISTRICT,
a special utility district created pursuant to
chapter 65 of the Texas Water Code**

By: _____
David P. Allen

Date: _____

CITY OF SCHERTZ, a Texas municipality

By: _____
Name: _____
Title: _____

Date: _____

**Texas Multifamily Capital, LLC
a Texas limited liability company**

By: _____
Name: _____
Title: _____

Date: _____

Attachment “A” – The PROPERTY
21.83 acres



**FIELD NOTES
FOR
A 0.3462 OF AN ACRE TRACT**

A **0.3462 of an acre** tract of land, out of the Rafael Garza Survey No. 98, Abstract 175, situated in the City of Schertz, Comal County, Texas, being out of a 0.344 of an acre tract of land as conveyed to Joanna C. Francois of record in Volume 321 Page 162 of the Deed Records of Comal County, Texas (D.R.) and being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod in the northwest right-of-way line of F.M. 482, a variable width right-of-way, for the common corner of the 0.344 of an acre tract and a 3.659 acre tract described in Volume 216 Page 83 (D.R.) as conveyed to Mary Helen Esquivel of record in Document No. 2016PCA0125 of the Official Public Records of Comal County, Texas (O.P.R.), and the southeast corner of the tract described herein,

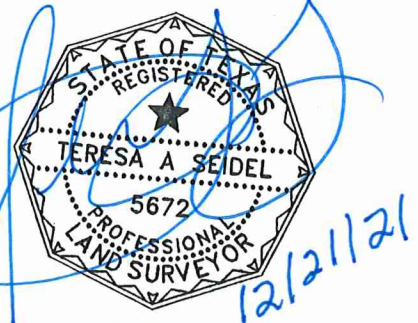
THENCE: S 42°26'44" W, along and with the northwest right-of-way line of F.M. 482 and the southeast line of the 0.344 of an acre tract, a distance of **92.83 feet** to a found $\frac{1}{2}$ " iron rod, for an interior corner of F.M. 482, the southwest corner of the 0.344 of an acre tract and the tract described herein;

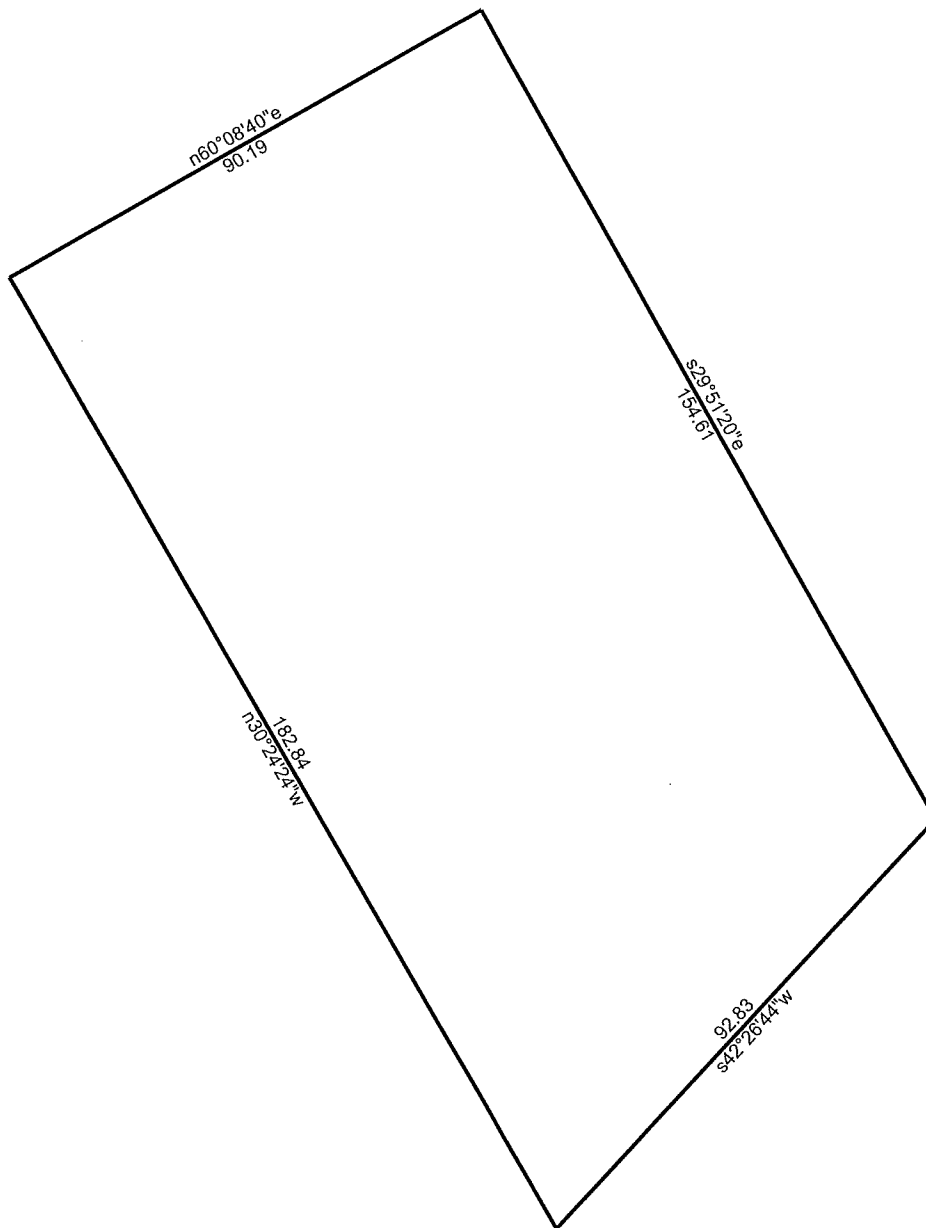
THENCE: N 30°24'24" W, departing the northwest right-of-way line of F.M. 482, along and with the common line of the 0.344 of an acre tract and Lot 2, Block 1, of the Clayton Home Subdivision, a subdivision plat of record in Document No. 201606035823 of the Map and Plat Records of Comal County, Texas as conveyed to Bryan Moczygemba of record in Document No. 201706002658 (O.P.R.), a distance of **182.84 feet** to a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING", for the northwest corner of the 0.344 of an acre tract and the tract described herein, from which a found $\frac{1}{2}$ " iron rod in the southeast line of a 36.248 acre tract as conveyed to Blake Edward Soechting and Georgiana Watts of record in Document No. 201106011722 (O.P.R.) for the common corner of the 3.659 acre tract and Lot 2 bears, N30°24'24"W, a distance of 749.36 feet;

THENCE: along and with the common line of the 0.344 of an acre tract and the 3.659 acre tract the following two (2) courses:

1. **N 60°08'40" E**, a distance of **90.19 feet** to a found $\frac{1}{2}$ " iron rod, for the common corner of the 0.344 of an acre tract and the 3.659 acre tract and the northeast corner of the tract described herein, and
2. **S 29°51'20" E**, a distance of **154.61 feet** to the **POINT OF BEGINNING** and containing **0.3462 of an acre**, or 15,081 square feet more or less, in the City of Schertz, Comal County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 Texas State Plane South Central Zone.

Job No.: 21-188
Prepared by: KFW Surveying
Date: December 21, 2021
File: S:\Draw 2021\21-188 Schertz Assemblage\DOCS\ FN - 0.3462AC.docx





12/20/2021

Scale: 1 inch= 32 feet

File: 0.3462 ac.ndp

Tract 1: 0.3462 Acres (15081 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/109066), Perimeter=520 ft.

01 s42.2644w 92.83
02 n30.2424w 182.84
03 n60.0840e 90.19
04 s29.5120e 154.61

**FIELD NOTES
FOR
A 3.660 ACRE TRACT**

A **3.660 acre** tract of land, out of the Rafael Garza Survey No. 98, Abstract 175, situated in the City of Schertz, Comal County, Texas, being out of a 3.659 acre tract described in Volume 216 Page 83 of the Deed Records of Comal County, Texas (D.R.) as conveyed to Mary Helen Esquivel of record in Document No. 2016PCA0125 of the Official Public Records of Comal County, Texas (O.P.R.) and being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod in the northwest right-of-way line of F.M. 482, a variable width right-of-way, for the common corner of the 3.659 acre tract and a 5.000 acre tract as conveyed to Gary L. and Carol Cusick of record in Volume 300 Page 79 (O.P.R.) and the southeast corner of the tract described herein, from which a found $\frac{1}{2}$ " iron rod with a Plastic Cap Stamped "No. 5464" for an angle point of the 5.000 acre tract bears, N $36^{\circ}01'31"$ E, a distance of 78.41 feet;

THENCE: along and with the northwest right-of-way line of F.M. 482 and the southeast line of the 3.659 acre tract the following two (2) courses:

1. **S $36^{\circ}23'52"$ W**, a distance of **86.18 feet** to a found $\frac{1}{2}$ " iron rod, for an angle point of the 3.659 acre tract and the tract described herein, and
2. **S $36^{\circ}41'27"$ W**, a distance of **27.76 feet** to a found $\frac{1}{2}$ " iron rod for the common corner of the 3.659 acre tract and a 0.344 of an acre tract as conveyed to Joanna C. Francois of record in Volume 321 Page 162 (D.R.) and the southwest corner of the tract described herein, from which a found $\frac{1}{2}$ " iron rod for the southwest corner of the 0.344 of an acre tract bears, S $42^{\circ}26'44"$ W, a distance of 92.83 feet;

THENCE: along and with the common line of the 0.344 of an acre tract and the 3.659 acre tract the following two (2) courses:

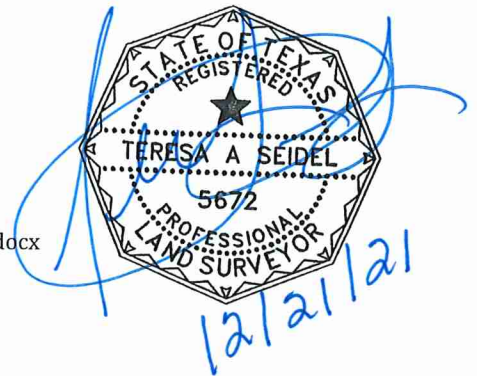
1. **N $29^{\circ}51'20"$ W**, a distance of **154.61 feet** to a found $\frac{1}{2}$ " iron rod, for the common corner of the 0.344 of an acre tract and the 3.659 acre tract and an interior corner of the tract described herein, and
2. **S $60^{\circ}08'40"$ W**, a distance of **90.19 feet** to a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING" in the northeast line of Lot 2, Block 1, of the Clayton Home Subdivision, a subdivision plat of record in Document No. 201606035823 of the Map and Plat Records of Comal County, Texas as conveyed to Bryan Moczygemba of record in Document No. 201706002658 (O.P.R.), for the northwest corner of the 0.344 of an acre tract and the westerly southwest corner of the tract described herein;

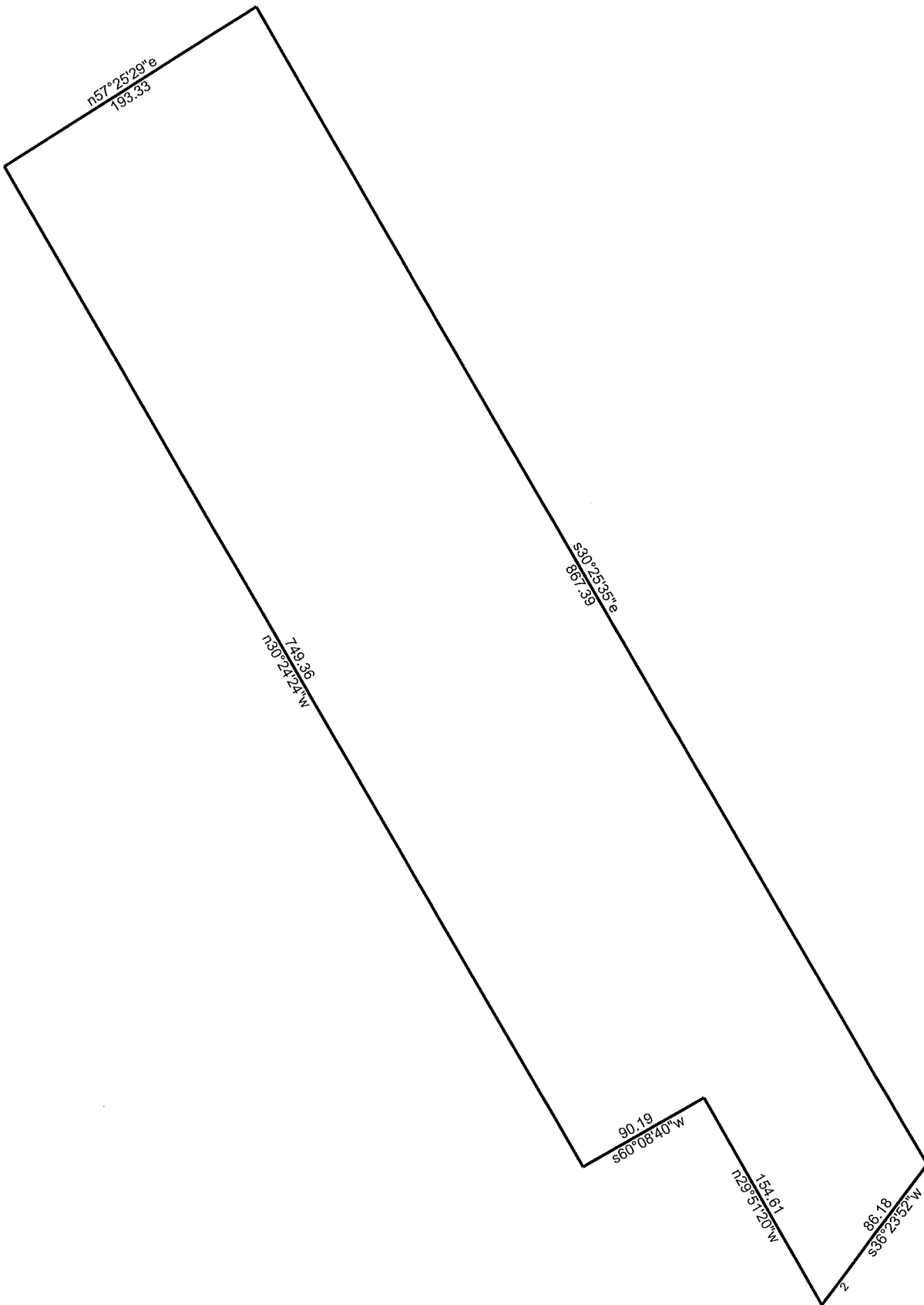
THENCE: N 30°24'24" W, along and with the common line of the 3.659 acre tract and Lot 2, a distance of **749.36 feet** to a found ½" iron rod in the southeast line of a 36.248 acre tract as conveyed to Blake Edward Soechting and Georgiana Watts of record in Document No. 201106011722 (O.P.R.), for the common corner of the 3.659 acre tract and Lot 2 and the northwest corner of the tract described herein;

THENCE: N 57°25'29" E, along and with the common line of the 3.659 acre tract and the 36.248 acre tract, a distance of **193.33 feet** to a found ½" iron rod for the common corner of the 3.659 acre tract and the 5.000 acre tract and the northeast corner of the tract described herein, from which a point in the westerly line of a 2.737 acre tract as conveyed to Jacqueline and Dave Wood of record in Document No. 202006007739 (O.P.R.), for the common corner of the 5.000 acre tract and the 2.737 acre tract bears, N 59°33'34" E, a distance of 277.15 feet, from which a found ½" iron rod bears, S 74°28'48" W, a distance of 2.38 feet,

THENCE: S 30°25'35" E, along and with the common line of the 3.659 acre tract and the 5.000 acre tract, a distance of **867.39 feet** to the **POINT OF BEGINNING** and containing **3.660 acres**, more or less, in the City of Schertz, Comal County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 Texas State Plane South Central Zone.

Job No.: 21-188
Prepared by: KFW Surveying
Date: December 21, 2021
File: S:\Draw 2021\21-188 Schertz Assemblage\DOCS\FN - 3.660AC.docx





12/21/2021

Scale: 1 inch= 96 feet

File: 3.6604AC.ndp

Tract 1: 3.6604 Acres (159446 Sq. Feet), Closure: s03.1136w 0.01 ft. (1/198295), Perimeter=2169 ft.

01 s36.2352w 86.18

07 s30.2535e 867.39

02 s36.4127w 27.76

03 n29.5120w 154.61

04 s60.0840w 90.19

05 n30.2424w 749.36

06 n57.2529e 193.33

**FIELD NOTES
FOR
A 5.073 ACRE TRACT**

A **5.073 acre** tract of land, out of the Rafael Garza Survey No. 98, Abstract 175, situated in the City of Schertz, Comal County, Texas, being out of a 5.000 acre tract as conveyed to Gary L. and Carol Cusick of record in Volume 300 Page 792 of the Official Public Records of Comal County, Texas (O.P.R.) and being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod in the northwest right-of-way line of F.M. 482, a variable width right-of-way, for the common corner of the 5.000 acre tract and a 3.659 acre tract described in Volume 216 Page 83 of the Deed Records of Comal County, Texas (D.R.) as conveyed to Mary Helen Esquivel of record in Document No. 2016PCA0125 (O.P.R.), and the southwest corner of the tract described herein, from which a found $\frac{1}{2}$ " iron rod for the common corner of the 3.659 acre tract a 0.344 of an acre tract of land as conveyed to Joanna C. Francois of record in Volume 321 Page 162 (D.R.) bears, S36°23'52"W, a distance of 86.18 feet;

THENCE: N 30°25'35" W, departing the northwest right-of-way line of F.M. 482, along and with the common line of the 3.659 acre tract and the 5.000 acre tract, a distance of **867.39 feet** to a found $\frac{1}{2}$ " iron rod in the southeast line of a 36.248 acre tract as conveyed to Blake Edward Soechting and Georgiana Watts of record in Document No. 201106011722 (O.P.R.) for the common corner of the 3.659 acre tract and the 5.000 acre tract and the northwest corner of tract described herein, from which a found $\frac{1}{2}$ " iron rod for the common corner of the 3.659 acre tract and Lot 2, Block 1, of the Clayton Home Subdivision, a subdivision plat of record in Document No. 201606035823 of the Map and Plat Records of Comal County, Texas as conveyed to Bryan Moczygemba of record in Document No. 201706002658 (O.P.R.) bears, S 57°25'29"W, a distance of 193.33 feet;

THENCE: N 59°33'34" E, along and with the common line of the 36.248 acre tract and the 5.000 acre tract, a distance of **277.15 feet** to a point in the westerly line of a 2.737 acre tract as conveyed to Jacquiline and Dave Wood of record in Document No. 202006007739 (O.P.R.), for the common corner of the 5.000 acre tract and the 2.737 acre tract and the northeast corner of the tract described herein, from which a found $\frac{1}{2}$ " iron rod bears, S 74°28'48" W, a distance of 2.38 feet, also from which a found 7" cedar post for the common corner of the 2.737 acre tract and the 36.248 acre tract bears, N 28°58'18" W, a distance of 35.22 feet;

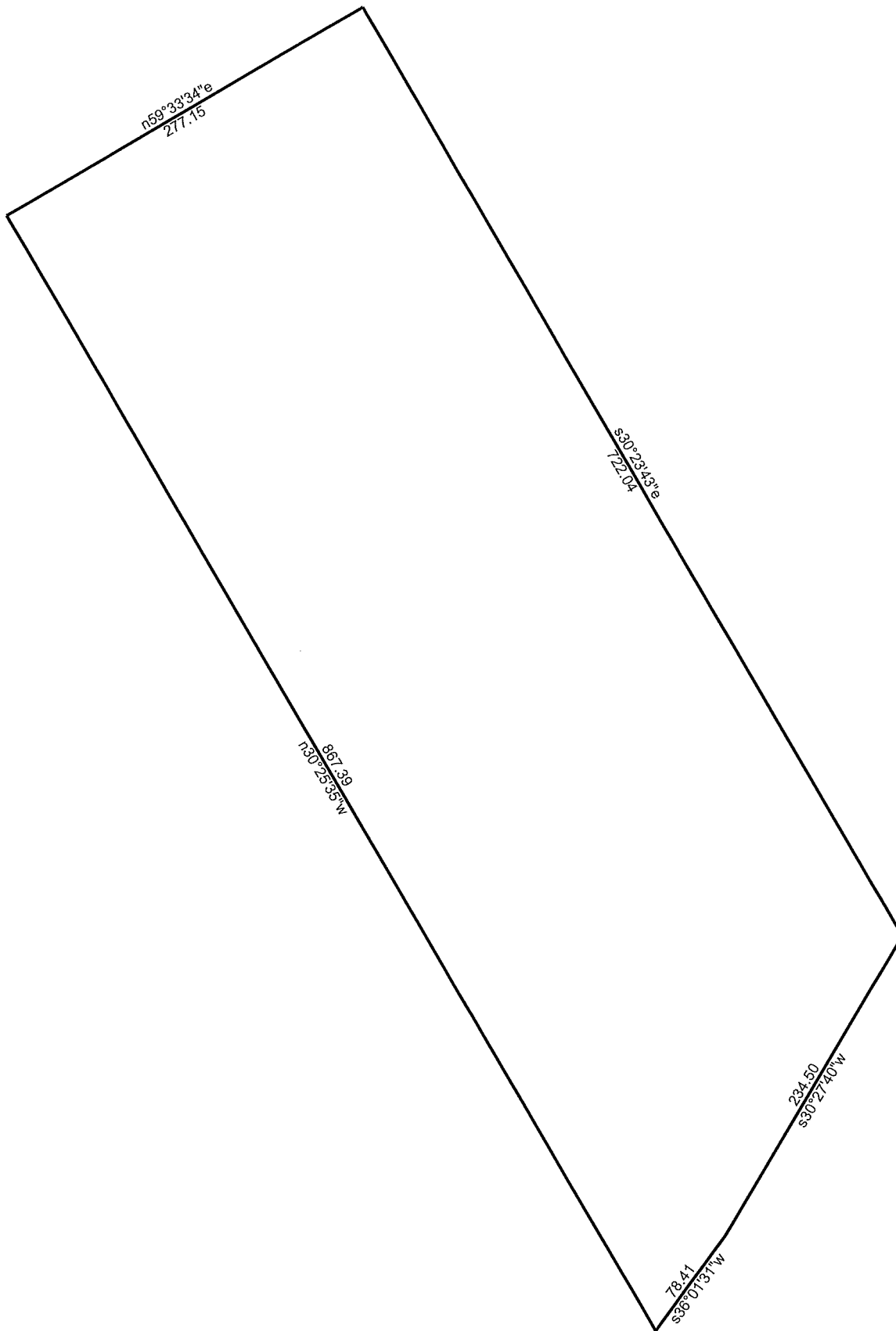
THENCE: S 30°23'43" E, along and with the common line of the 2.737 acre tract and the 5.000 acre tract, a distance of **722.04 feet** to a found $\frac{1}{2}$ " iron rod in the northwest right-of-way line of F.M. 482, for the common corner of the 5.000 acre tract and the 2.737 acre tract and the southeast corner of the tract described herein, from which a found $\frac{1}{2}$ " iron rod for the common corner of the 2.737 acre tract and a 3.039 acre tract as conveyed to Pedro and Rolando Mantalvo of record in Document No. 201906017456 bears, N 28°17'33" E, a distance of 200.36 feet;

THENCE: along and with the common line of F.M. 482 and the 5.000 acre tract the following two (2) courses:

1. **S 30°27'40" W**, a distance of **234.50 feet** to a found 1/2" iron rod with a Plastic Cap Stamped "No. 5464", for an angle point of the 5.000 acre tract and the tract described herein, and
2. **S 36°01'31" W**, a distance of **78.41 feet** to the **POINT OF BEGINNING** and containing **5.073 acre tract**, more or less, in the City of Schertz, Comal County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 Texas State Plane South Central Zone.

Job No.: 21-188
Prepared by: KFW Surveying
Date: December 21, 2021
File: S:\Draw 2021\21-188 Schertz Assemblage\DOCS\FN -5.073AC.docx





12/21/2021

Scale: 1 inch= 101 feet

File: 5.0729AC.ndp

Tract 1: 5.0729 Acres (220975 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/637616), Perimeter=2179 ft.

01 n30.2535w 867.39

02 n59.3334e 277.15

03 s30.2343e 722.04

04 s30.2740w 234.50

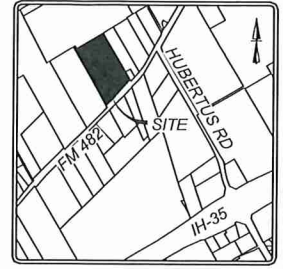
05 s36.0131w 78.41

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
2. METES AND BOUNDS WERE PREPARED FOR THIS EXHIBIT.



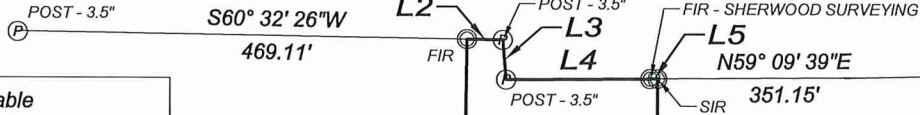
SCALE : 1"=200'



LOCATION MAP
NOT-TO-SCALE

ADDRESS: 7636 FM 482,
NEW BRAUNFELS, TX

36.248 ACRE TRACT
OWNER: BLAKE EDWARD SOECHTING AND GEORGIANA WATTS
(DOC. NO. 201106011722, O.P.R.)



5.016 ACRE TRACT

LOT 1
BLOCK 1
CLAYTON HOMES
(DOC. NO. 201606035823, M.P.R.)
OWNER: JUAN A. VIDALEZ, JR.
(DOC. NO. 201706005484, O.P.R.)

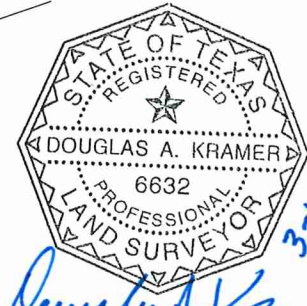
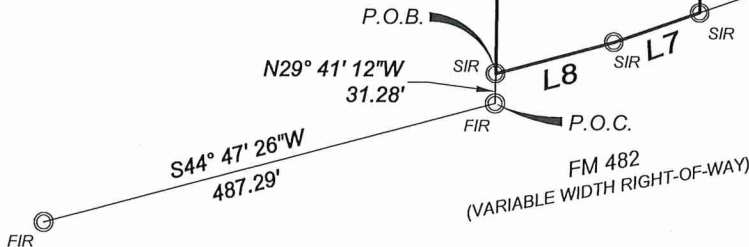
3.659 ACRE TRACT
(VOL. 216 PG. 83, D.R.)
OWNER: MARY HELEN ESQUIVEL
(DOC. NO. 2016PCA0125, O.P.R.)

LOT 2
BLOCK 1
CLAYTON HOMES
(DOC. NO. 201606035823, M.P.R.)
OWNER: BRYAN MOCZYGEMBA
(DOC. NO. 201706002658, O.P.R.)

13.162 ACRE TRACT
TAUNYA GAE MURPHY
(DOC. NO. 201706017609, O.P.R.)

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- SIR SET 1/2" IRON ROD WITH A BLUE CAP STAMPED "KFW SURVEYING"
- O.P.R. OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
- M.P.R. MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT



DOUGLAS A. KRAMER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6632
EMAIL: DKRAMER@KFWENGINEERS.COM
DATE OF SURVEY: 21-188
PROJECT NO.: 03/10/2022

ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO:
THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS (TBPELS)
1917 S INTERSTATE 35, AUSTIN, TEXAS, 78741
PHONE: 512-440-7723; FAX: 512-442-1414 - EMAIL: INFO@PELS.TEXAS.GOV



ZONING EXHIBIT OF
A 5.016 ACRE TRACT OF LAND BEING ALL OF LOT 1,
BLOCK 1, CLAYTON HOMES SUBDIVISION,
GUADALUPE COUNTY, TEXAS

REVISIONS:	ISSUE DATE:
JOB NO. 21-188	
DATE: 03/10/2022	DESIGNER: TAS
DRAWN: JSO	CHECKED: DAK



SHEET: 1 OF 1



**ZONING NOTES
FOR
A 5.016 ACRE TRACT**

A **5.016 acre** tract of land, being all of Lot 1, Block 1, Clayton Homes Subdivision, a plat of record in Document No. 201606035823 of the Map and Plat Records of Comal County, Texas (M.P.R.) as conveyed to Juan A. Vidalez Jr. of record in Document No. 201706005484 of the Official Public Records of Comal County, Texas (O.P.R.), and being more particularly described by metes and bounds as follows:

Commencing at a found $\frac{1}{2}$ " iron rod in the northwest right-of-way line of F.M. 482, a variable width right-of-way, for the southeast corner of a 13.162 acre tract as conveyed to Tuanya Gae Murphy of record in Document No. 201706017609 (O.P.R.), from which a found $\frac{1}{2}$ " iron rod for the southwest corner of the 13.162 acre tract bears, S 44°47'26" W, a distance of 487.29 feet;

THENCE: N 29°41'12" W, departing the northwest right-of-way line of F.M. 482, along and with the southeast line of the 13.162 acre tract, a distance of 31.28 feet to a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING" for the **POINT OF BEGINNING**, the southeast corner of said Lot 1, Block 1 of the Clayton Homes Subdivision and the tract described herein;

THENCE: N 29°41'12" W, along and with the common line of Lot 1, Block 1 of the Clayton Homes Subdivision and the 13.162 acre tract, a distance of **1,123.45 feet** to a found $\frac{1}{2}$ " iron rod in a southeast line of a 36.248 acre tract as conveyed to Blake Edward Soechting and Georgiana Watts of record in Document No. 201106011722 (O.P.R.), for the northeast corner of the 13.162 acre tract, the northwest corner of Lot 1, Block 1, of the Clayton Homes Subdivision and the tract described herein, from which a found 3 $\frac{1}{2}$ " post for the northwest corner of the 13.162 acre tract bears S 60°32'26" W, a distance of 469.11 feet;

THENCE: along and with the common lines of the 36.248 acre tract and Lot 1, Block 1 of the Clayton Homes Subdivision the following four (4) courses:

1. **N 60°43'56" E**, a distance of **37.21 feet** to a found 3 $\frac{1}{2}$ " post for an interior corner of the 36.248 acre tract, the northerly corner Lot 1, Block 1 of the Clayton Homes Subdivision and the tract described herein,
2. **S 35°32'53" E**, a distance of **41.36 feet**, to a found 3 $\frac{1}{2}$ " post for the southerly southwest corner of the 36.248 acre tract and an interior corner of Lot 1, Block 1 of the Clayton Homes Subdivision,
3. **N 59°13'49" E**, a distance of **150.67 feet** to a found $\frac{1}{2}$ " iron rod with a Plastic Cap Stamped "SHERWOOD SURVEYING" for an angle point of Lot 1, Block 1 of the Clayton Homes Subdivision and the tract described herein, and
4. **N 59°09'39" E**, a distance of **7.56 feet**, to a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING" for the common corner of Lots 1 and 2, Block 1 of the Clayton Homes Subdivision and the northeast corner of the tract described herein, from which a found $\frac{1}{2}$ " iron rod for the common corner of Lot 2, Block 1 of the Clayton Homes Subdivision and a 3.659 acre tract bears N 59°09'39" E, a distance of 351.15 feet;

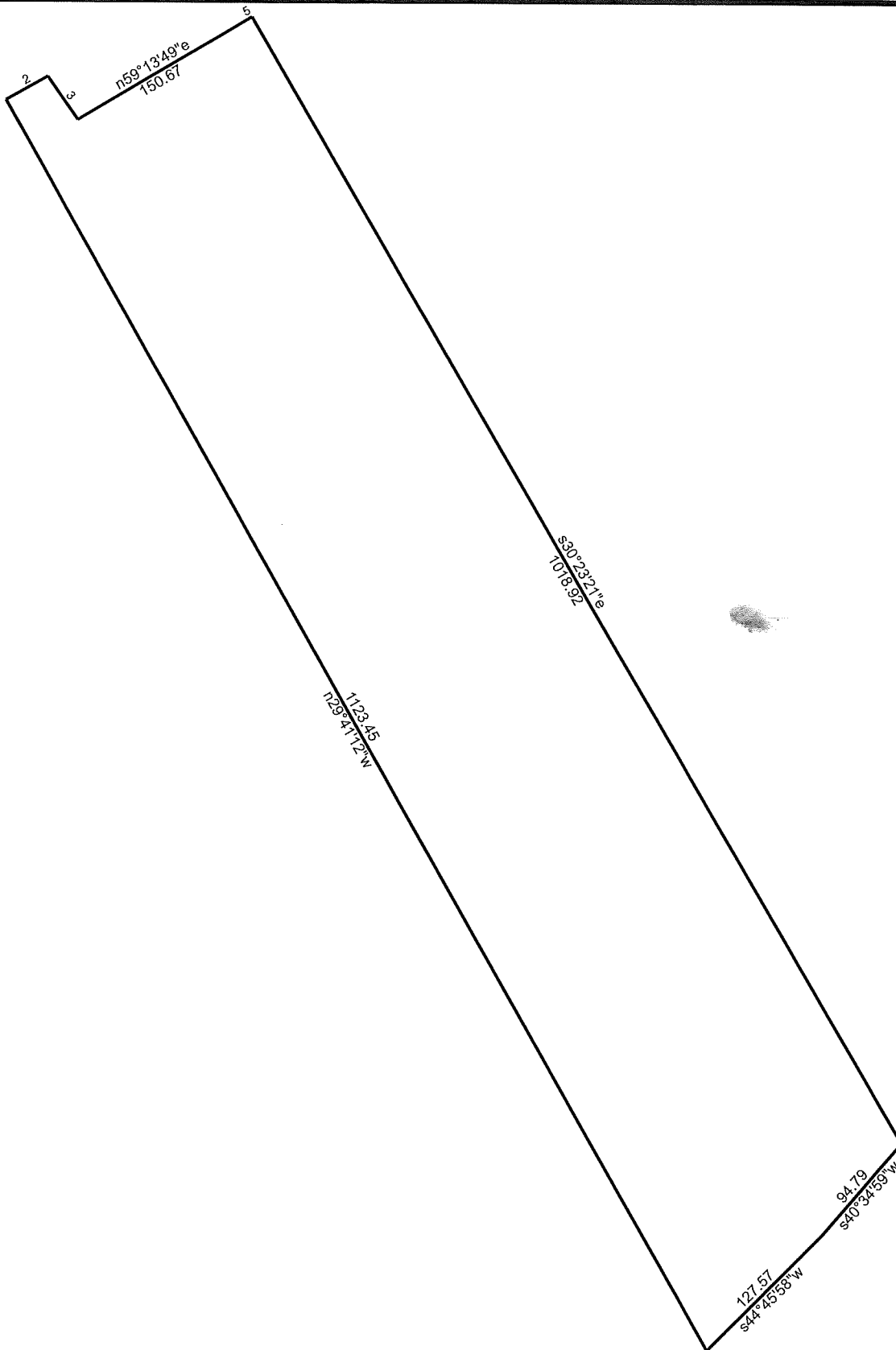
THENCE: S 30°23'21" E, along and with the common line of Lot 2, Block 1 of the Clayton Homes Subdivision, a distance of **1,018.92 feet** to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in the northwest right-of-way line of F.M. 482, for the common corner of Lots 1 and 2, Block 1 of the Clayton Home Subdivision and the southeast corner of the tract described herein;

THENCE: along and with northwest right-of-way line of F.M. 482 and the southeast line of Lot 1, Block 1 of the Clayton Homes Subdivision the following two (2) courses:

1. **S 40°34'59" W**, a distance of **94.79 feet** to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" for an angle point of the tract described herein, and
2. **S 44°45'58" W**, a distance of **127.57 feet** to the **POINT OF BEGINNING** and containing **5.016 acres** more or less, situated in the City of Schertz, Comal County, Texas. Said tract being described in accordance with an exhibit prepared by KFW Surveying. Bearings are based on NAD83 Texas State Plane South Central Zone.

Job No.: 21-188
Prepared by: KFW Surveying
Date: March 10, 2022
File: S:\Draw 2021\21-188 Schertz Assemblage\DOCS\FN - 5.016AC.docx





3/9/2022

Scale: 1 inch= 121 feet

File: 5.016AC.ndp

Tract 1: 5.0157 Acres (218482 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=2602 ft.

01 n29.4112w 1123.45

08 s44.4558w 127.57

02 n60.4356e 37.21

03 s35.3253e 41.36

04 n59.1349e 150.67

05 n59.0939e 7.56

06 s30.2321e 1018.92

07 s40.3459w 94.79

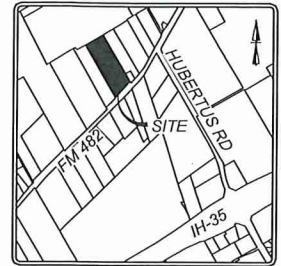
NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
2. METES AND BOUNDS WERE PREPARED FOR THIS EXHIBIT.

Line Table

LINE #	DIRECTION	LENGTH
L1	S40°34'59"W	371.73'
L2	N30°23'21"W	1018.92'
L3	N59°09'39"E	351.15'
L4	S30°24'24"E	900.48'

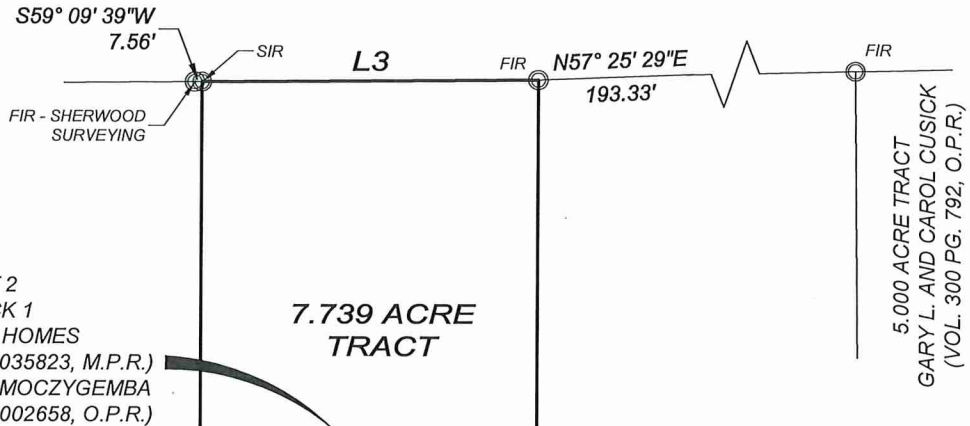
SCALE: 1"=200'



LOCATION MAP
NOT-TO-SCALE

ADDRESS: 7608 FM 482,
NEW BRAUNFELS, TX

36.248 ACRE TRACT
OWNER: BLAKE EDWARD SOECHTING AND GEORGIANA WATTS
(DOC. NO. 201106011722, O.P.R.)



LOT 2
BLOCK 1
CLAYTON HOMES
(DOC. NO. 201606035823, M.P.R.)
OWNER: BRYAN MOCZYGEMBA
(DOC. NO. 201706002658, O.P.R.)

LOT 1
BLOCK 1
CLAYTON HOMES
(DOC. NO. 201606035823, M.P.R.)
OWNER: JUAN A. VIDALES, JR.
(DOC. NO. 201706005484, O.P.R.)

3.659 ACRE TRACT
(VOL. 216 PG. 83, D.R.)
OWNER: MARY HELEN ESQUIVEL
(DOC. NO. 2016PCA0125, O.P.R.)

0.344 OF AN ACRE TRACT
JOANNA C. FRANCOIS
(VOL. 321 PG. 162, D.P.R.)

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- SIR SET 1/2" IRON ROD WITH A BLUE CAP STAMPED "KFW SURVEYING"
- O.P.R. OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
- M.P.R. MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS
- D.R. DEED RECORDS OF COMAL COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

FM 482
(VARIABLE WIDTH RIGHT-OF-WAY)



Douglas A. Kramer
DOUGLAS A. KRAMER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6632
EMAIL: DKRAMER@KFWENGINEERS.COM
DATE OF SURVEY: 21-188
PROJECT NO.: 03/10/2022

ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO:
THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS (TPELS)
1917 S INTERSTATE 35, AUSTIN, TEXAS, 78741
PHONE: 512-440-7723; FAX: 512-442-1414; EMAIL: INFO@PELS.TEXAS.GOV



ZONING EXHIBIT OF
A 7.739 ACRE TRACT OF LAND BEING ALL OF LOT 2,
BLOCK 1, CLAYTON HOMES SUBDIVISION,
GUADALUPE COUNTY, TEXAS

REVISIONS:

ISSUE DATE:

JOB NO. 21-188

DATE: 03/10/2022

DRAWN: JSO

DESIGNER: TAS

CHECKED: DAK

SHEET: 1 OF 1



**ZONING NOTES
FOR
A 7.739 ACRE TRACT**

A **7.739 acre** tract of land, out of the Rafael Garza Survey No. 98, Abstract 175, Comal County, Texas, being out of Lot 2, Block 1, Clayton Homes Subdivision, a plat of record in Document No. 201606035823 of the Map and Plat Records of Comal County, Texas (M.P.R.) as conveyed to Bryan Moczygemba of record in Document No. 201706002658 of the Official Public Records of Comal County, Texas (O.P.R.) and being more particularly described by metes and bounds as follows:

Commencing at a found $\frac{1}{2}$ " iron rod in the northwest right-of-way line of F.M. 482, a variable width right-of-way, for the southwest corner of a 0.344 of an acre tract as conveyed to Joanna C. Francois of record in Volume 321 Page 162 of the Deed and Plat Records of Comal County, Texas (D.R.), from which a found $\frac{1}{2}$ " iron rod for the southeast corner of the 0.344 of an acre tract and the southerly southwest corner of a 3.659 acre tract described in Volume 216 Page 83 (D.R.) as conveyed to Mary Helen Esquivel of record in Document No. 2016PCA0125 (O.P.R.) bears, N 42°26'44" E, a distance of 92.83 feet;

THENCE: N 30°24'24" W, departing the northwest right-of-way line of F.M. 482, along and with the southwest line of the 0.344 of an acre tract, a distance of 31.71 feet to a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING" for the **POINT OF BEGINNING**, the southeast corner of Lot 2, Block 1 of the Clayton Homes Subdivision and the tract described herein;

THENCE: S 40°34'59" W, along and with the northwest right-of-way line of F.M. 482 and the southeast line of Lot 2, Block 1 of the Clayton Homes Subdivision, a distance of **371.73 feet** to a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING" for the southeast corner of Lot 1, Block 1, Clayton Homes Subdivision as conveyed to Juan A. Vidalez Jr. of record in Document No. 201706005484 (O.P.R.), the southwest corner of Lot 2, Block 1 of the Clayton homes Subdivision and the tract described herein;

THENCE: N 30°23'21" W, along and with the common line of Lots 1 and 2, Block 1 of the Clayton Homes Subdivision, a distance of **1,018.92 feet** to a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING", in the southeast line of a 36.248 acre tract as conveyed to Blake Edward Soechting and Georgiana Watts of record in Document No. 201106011722 (O.P.R.) for the common corner of Lots 1 and 2, Block 1 of the Clayton Homes Subdivision and the northwest corner of the tract described herein, from which a found $\frac{1}{2}$ " iron rod with a Plastic Cap Stamped "SHERWOOD SURVEYING" for an angle point of Lot 1, Block 1 of the Clayton Homes Subdivision bears, S59°09'39"W, a distance of 7.56 feet;

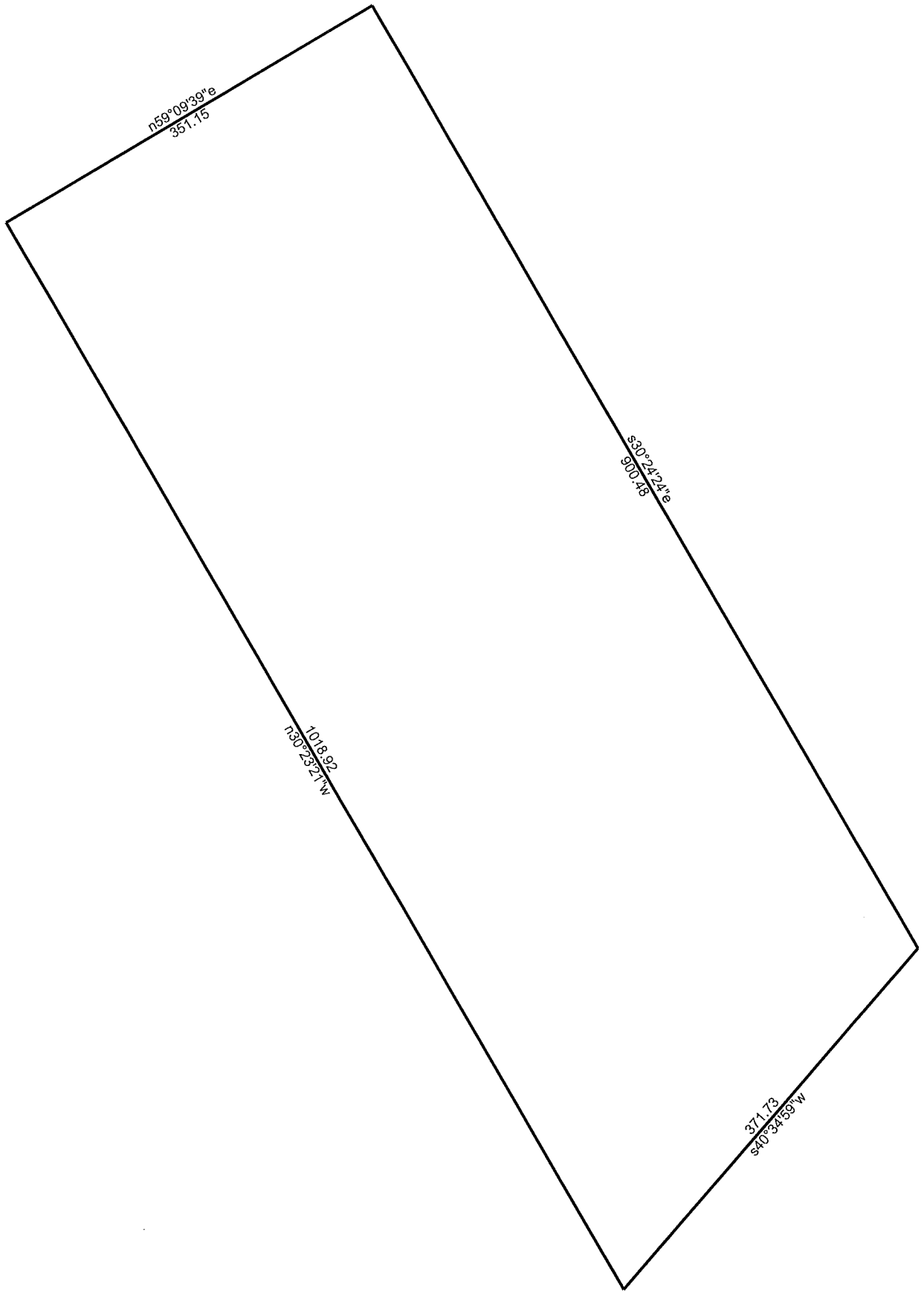
THENCE: N 59°09'39" E, along and with the common line of Lot 2, Block 1 of the Clayton Homes Subdivision and the 36.248 acre tract, a distance of **351.15 feet** to a found $\frac{1}{2}$ " iron rod for the northwest corner of the 3.659 acre tract, the northeast corner of Lot 2, Block 1 of the Clayton Homes Subdivision and the tract described herein, from which a $\frac{1}{2}$ " iron rod for the northeast corner of the 3.659 acre tract and the northwest corner of a 5.000 acre tract as conveyed to Gary L. and Carol Cusick of record in Volume 300 Page 792 (O.P.R.) bears, N 57°25'29" E, a distance of 193.33 feet;

THENCE: S 30°24'24" E, along and with the common line of Lot 2, Block 1 of the Clayton Homes Subdivision, the 3.659 acre tract and the 0.344 of an acre tract, at a distance of 749.36 feet to a set ½" iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING" for the northwest corner of the 0.344 of an acre tract and the westerly southwest corner of the 3.659 acre tract, continuing for a total distance of **900.48 feet**, to the **POINT OF BEGINNING** and containing **7.739 acres** more or less, situated in the City of Schertz, Comal County, Texas. Said tract being described in accordance with an exhibit prepared by KFW Surveying. Bearings are based on NAD83 Texas State Plane South Central Zone.

Job No.: 21-188
Prepared by: KFW Surveying
Date: March 10, 2022
File: S:\Draw 2021\21-188 Schertz Assemblage\DOCS\ FN - 7.739AC.docx



Douglas A. Kramer



3/9/2022

Scale: 1 inch= 118 feet

File: 7.739AC.ndp

Tract 1: 7.7395 Acres (337131 Sq. Feet), Closure: s79.1610e 0.01 ft. (1/423511), Perimeter=2642 ft.

- 01 s40.3459w 371.73
- 02 n30.2321w 1018.92
- 03 n59.0939e 351.15
- 04 s30.2424e 900.48

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: Planning & Community Development
Subject: Ordinance 23-S-29 - Consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC) to Article 3 Boards, Commissions, and Committees and Article 12 Subdivisions. *Final Reading* (B.James/L.Wood/S.Haas)

BACKGROUND

As stated in the Unified Development Code (UDC), City Council, from time to time, on its own motion, or at the recommendation of City staff, amend, change, or modify text in any portion of the UDC to establish and maintain stable and desirable development. It is generally considered good practice to periodically review and update the development regulations due to changing conditions, community goals, and/or State and Federal regulations.

House Bill (HB) 3699 went into effect on September 1, 2023. Within this bill were provisions that gave the governing municipal body of Schertz the option to give administrative approval authority to staff in relation to subdivision plats. Currently, staff has the authority to administratively approve or deny minor plats and amending plats. The Planning and Zoning Commission has the authority to approve or deny replats, preliminary, final, and vacating plat.

Platting is a technical process that requires the involvement of the entire development team from the city. The Planning, Public Works, Engineering, and Fire Department all thoroughly review subdivision plats to ensure that all state and City of Schertz requirements are met. The UDC stipulates that platting has a "certification" then "formal" process. When a "formal" plat is accepted by the city, state law requires that the city review and approve this plat within 30 days. This is commonly referred to as the "shot-clock" rule. In the event the "shot-clock" has run out, and the review has not been completed, the state law requires automatic approval of the plat. To ensure that staff has enough time to properly review subdivision plats, the City of Schertz adopted the certification process. There are two separate platting processes; the "certification" process where the bulk of the review takes place, and the "formal" application where our platting fee is assessed and the shot-clock begins. The formal plat application is what is presented to the Planning and Zoning Commission and staff has a strict submittal calendar to guarantee a Commission meeting to consider the plat within the 30 day shot-clock.

The "certification" then "formal" process is a common practice among other municipalities and a necessary step for staff to ensure that all City of Schertz's UDC requirements are met. However, it adds complexity and time to the overall development process. The purpose of Ordinance 23-S-29 is to help make the process more efficient by potentially removing a time-consuming step in the process.

Texas Local Government Code (LGC) Section 212.005(a) states the following: "The municipal authority responsible for approving plats must approve a plat or replat that is required to be prepared under this subchapter and that satisfies the requirements of this subchapter."

When plats are presented to the Planning and Zoning Commission, staff has ensured that all applicable

regulations and requirements are already met and the action of bringing the item to the Planning and Zoning Commission is largely procedural. The Planning and Zoning Commission meets twice a month (sometimes once a month) and this potentially puts added time and cost on a property owner's project. Additionally, staff spends a lot of time and effort to organize an agenda, compile staff reports, and present these plats to the Planning and Zoning Commission; when ultimately according to LGC 211.005(a) the Commission must approve them unless an applicable regulation or requirement is not met, which staff has already ensured the plat meets all requirements prior to bringing the item to the Commission for action.

When a plat does not or cannot reasonably meet all the applicable requirements a waiver to the UDC platting requirements is needed. This is a separate agenda item that is considered before the plat. An example, is when a waiver is requested from the requirement to connect to the sanitary sewer system. Staff often sees this in the more under-developed areas of the city, as sanitary sewer is far enough away that it would be unreasonably expensive for a property owner to connect.

Proposed Amendments:

With Ordinance 23-S-29, staff is proposing amendments to the UDC in Article 3 - Boards, Commissions, and Committees and Article 12 - Subdivisions in order to give staff final authority to approve or deny all subdivision plats.

Staff is leaving the final approval authority of a waiver request to the Planning and Zoning Commission. Staff believes that the discretionary nature of a waiver request is more appropriate in an appointed body such as the Planning and Zoning Commission. Also, staff may forward any plat to the Commission if it chooses to. Finally, staff is also proposing to explicitly outline an appeals process where, if for some reason a plat does not meet all the applicable requirements and is denied by staff, then an applicant can appeal staff's decision to the Planning and Zoning Commission.

Article 3 - Boards, Commissions and Committees	
UDC Section 21.3.3 Planning and Zoning Commission	Changes the authority of the Planning and Zoning Commission. The commission will have final authority on plats and plans only "if forwarded by the City Manager or his/her designee".
UDC Section 21.3.5 Administrative Authority	Gives approval authority to "City Manager or his/her designee" for subdivision plats.
Article 12 - Subdivisions	
UDC Section 21.12.2 General Provisions	21.12.2.A. Cleans up language pertaining to property ownership and the dedication of land for public use 21.12.2.I. Includes "City Manager or his/her designee" to subsection related to plat disapproval
UDC Section 21.12.8 Preliminary Plat Process	Details the process for administrative approval/denial/appeal of preliminary plats
UDC Section 21.12.10 Final Plat Process	Details the process for administrative approval/denial/appeal of final plats
UDC Section 21.12.13 Replat Process	Details the process for administrative approval/denial/appeal of replats
UDC Section 21.12.14 Vacating Plat Process	Details the process for administrative approval/denial/appeal of vacating plats

On October 11, 2023, the Planning & Zoning Commission conducted a public hearing and made a recommendation of approval as presented.

A Public Hearing notice was published in the San Antonio Express News on October 25, 2023.

On November 14, 2023, City Council voted to approve the ordinance as presented unanimously 6-0.

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

The proposed amendments would help eliminate a largely procedural/ceremonial process. Staff and the city attorney have worked through these proposed amendments to ensure that they meet all new state law requirements as laid out in HB 3699.

On October 11, 2023, the Planning & Zoning Commission conducted a public hearing and made a unanimous recommendation of approval as presented.

On November 14, 2023, City Council voted to approve the ordinance as presented unanimously 6-0.

RECOMMENDATION

The proposed amendments would make our development process more streamlined, efficient, and cost-effective for both property owners/applicants and for the city. Therefore, staff recommends approval of Ordinance 23-S-29 as presented.

Attachments

Ord. 23-S-29 with Exhibits
UDC Section 21.3.3 Redlines
UDC Section 21.3.5 Redlines
UDC Section 21.12.2 Redlines
Platting Process (Prelim, Final, Replat, Vacate) - Redlines
City Council Presentation Slides

ORDINANCE NO. 23-S-29

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 3 BOARDS, COMMISSIONS, AND COMMITTEES AND ARTICLE 12 SUBDIVISIONS.

WHEREAS, pursuant to Ordinance No. 10-S-06, the City of Schertz (the “City”) adopted and 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 October 11, 2023, the Planning and Zoning Commission conducted a public hearing and thereafter recommended approval; and

WHEREAS, on November 14, 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 and Exhibit B 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.

PASSED ON FIRST READING, the ____ day of _____ 2023.

PASSED, APPROVED and ADOPTED ON SECOND READING, the ____ day of _____, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(city seal)

Exhibit “A”

Unified Development Code (UDC) Amendments

Article 3 – Boards, Commissions, and Committees

Sec. 21.3.3. Planning and zoning commission.

- A. *Structure of the Commission.* The Planning and Zoning Commission is established in accordance with the City Charter and Commission members are appointed by the City Council.
- B. *Duties and Approval Authority.*
1. The Planning and Zoning Commission shall have the authority to review and make a recommendation to the City Council on the following applications:
 - a. amendment to the Comprehensive Land Plan;
 - b. establish or amend a zoning district map classification, including creation or amendment of an overlay district;
 - c. rezoning requests including an application for a Specific Use Permit.
 - d. amendment to the UDC; and
 - e. a Development Agreement as set forth in the LGC and this UDC;
 2. The Planning and Zoning Commission shall have final approval authority on the following applications:
 - a. Subdivision Master Plan, if forwarded by the City Manager or his/her designee.
 - b. Site Plan; if forwarded by the City Manager or his/her designee.
 - c. preliminary plat; if forwarded by the City Manager or his/her designee.
 - d. final plat; if forwarded by the City Manager or his/her designee.
 - e. amending plat; if forwarded by the City Manager or his/her designee.
 - f. minor plat; if forwarded by the City Manager or his/her designee.
 - g. replat; if forwarded by the City Manager or his/her designee and
 - h. waivers relating to Article 12, Subdivisions.
 3. The Planning and Zoning Commission shall have the authority to make final determinations relating to appeals of staff determinations on the following items:
 - a. Required Conditions for Home Occupations and denial of a Home Occupation permit.
 - b. Site Design Standards including Tree Preservation & Mitigation, Revisions to Approved Site Plans.
 - c. Signs & Advertising Devices including general requirements, removal of signs.
 - d. Additional Design Requirements including off street parking, building setback lines, and landscape buffers.
 - e. An appeal of a driveway waiver determination.

(Ord. No. 17-S-40 , § 1(Exh. A), 10-24-2017; Ord. No. 19-S-22 , § 1(Exh. A), 9-3-2019)

Sec. 21.3.5. Administrative authority.

- A. *Authority Granted.* The City Manager or his/her designees shall have such powers and authority as granted by State law, the City Charter, the Code of Ordinances, and this UDC to initiate, undertake, and decide any matters pertaining to the regulation of the use and development of land as identified in this UDC and are authorized to take all actions necessary to carry out their responsibilities in accordance with the requirements and limitations prescribed therein.
- B. *Administrative Structure.* The City Manager is designated as the chief administrative official of the City. The City Manager, at his/her discretion, may designate the director of any department or other employee as the administrative authority responsible for consideration of any item deemed appropriate by the City Manager.
- C. *Duties and Approval Authority.*
 - 1. The City Manager or his/her designee shall have the authority to review and make a recommendation to the appropriate approval body on the following applications:
 - a. amendment to the Comprehensive Land Plan;
 - b. establish or amend a zoning district map classification, including creation or amendment of an overlay district;
 - c. rezoning requests including an applications for a Specific Use Permit;
 - d. amendment of this UDC;
 - e. annexation;
 - f. a Development Agreement within the City's corporate boundaries and in the City's ETJ;
 - g. Historic Landmark or District Designation;
 - h. an appeal of the decision of any City Board, Commission, Committee or staff as authorized by this UDC;
 - i. Subdivision Master Plan;
 - j. subdivision plats, when forwarded to the Planning and Zoning Commission by the City Manager or his/her designee for approval;
 - k. a variance, appeal or other application to be considered by the BOA;
 - l. an interpretation, appeal or other application to be considered by the Building and Standards Commission; and
 - m. an interpretation, waiver, appeal or other application to be considered by the Planning & Zoning Commission.
 - 2. The City Manager or his/her designee shall have approval authority on the following applications:
 - a. a preliminary plat, as authorized by this UDC and LGC Section 212.0065. However, the City Manager or his/her designee may forward the plat to the Planning and Zoning Commission for approval;
 - b. a final plat, as authorized by this UDC and LGC Section 212.0065. However, the City Manager or his/her designee may forward the plat to the Planning and Zoning Commission for approval;
 - c. a replat, as authorized by this UDC and LGC Section 212.0065. However, the City Manager or his/her designee may forward the plat to the Planning and Zoning Commission for approval;

-
- d. a minor plat, as authorized by this UDC and LGC Section 212.0065. However, the City Manager or his/her designee may forward the plat to the Planning and Zoning Commission for approval;
 - e. an amending plat, as authorized by this UDC, and LGC Section 212.0065. However, the City Manager or his/her designee may forward the plat to the Planning and Zoning Commission for approval;
 - f. a Certificate of Determination, as authorized by this UDC and LGC Section 212.0115. However, the City Manager or his/her designee may forward the request to the Planning and Zoning Commission for determination;
 - g. a site plan, as authorized by this UDC. However, the City Manager or his/her designee may forward a site plan to the Planning and Zoning Commission for approval; and
 - h. other applications as authorized by this UDC.

(Ord. No. 17-S-40 , § 1(Exh. A), 10-24-2017; Ord. No. 19-S-22 , § 1(Exh. A), 9-3-2019)

Exhibit “B”

Unified Development Code (UDC) Amendments

Article 12 – Subdivisions

Sec. 21.12.2. General Provisions

- A. The owner of a tract of land located within the City limits or in the ETJ of the City who divides the tract in two (2) or more parts to lay out a subdivision of the tract, including an addition to the City, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended by the owner of the tract to be dedicated to public use must have a plat of the subdivision prepared. A division of a tract under this section includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method.
- B. No person shall create a subdivision of land within the City or within its ETJ without complying with the provisions of this Article, and all plats and subdivisions of any such land shall conform to the rules and regulations set forth in this Article.
- C. In addition to any other remedy provided by law, the City and its officers shall have the right to enjoin any violation of this UDC by injunction issued by a court of common jurisdiction.
- D. All land subdivided or platted into lots, blocks and streets within the City or within its ETJ, as provided by state law, shall comply in full with the requirements of this UDC. No plat shall be filed in the office of the County Clerk for a tract within the City or its ETJ unless it is approved by the Planning and Zoning Commission or the City Manager or his/her designee, as applicable.
- E. The City has requested each County in which the City is located not to issue a permit for the installation of septic tanks on any lot in a subdivision for which a final plat has not been approved and filed for record, or any lot in a subdivision in which the standards contained herein or referred to herein have not been complied with in full.
- F. No permit shall be issued for any structure on a lot in a subdivision for which a final plat has not been approved and filed for record, nor for any structure on a lot within a subdivision in which the standards contained herein have not been complied with in full.
- G. The City shall not authorize any person nor shall the City itself repair, maintain, install or provide any streets or public utility services in any subdivision for which a final plat has not been approved and filed for record, nor in which the standards contained herein or referred to herein have not been complied with in full.
- H. The City shall not authorize any person nor shall the City itself sell or supply any water or sewer service within a subdivision for which a final plat has not been approved or filed for record, nor in which the standards contained herein or referred to herein have not been complied with in full.
- I. Disapproval of a plat by the City Manager or his/her designee or the Planning and Zoning Commission shall be deemed a refusal by the City to accept the offered dedications shown thereon. Approval of a plat shall not impose any duty upon the City concerning the maintenance or improvement of any such dedicated parts until the proper authorities of the City have actually appropriated the same by entry, use, or improvement. Any such dedication, before or after actual appropriation may be vacated by the City in any manner provided by law.
- J. On behalf of the City, the City Attorney shall, when directed by the City Council, institute appropriate action in a court of competent jurisdiction to enforce the provisions of this UDC or the standards referred to herein with respect to any violation thereof which occurs within any area subject to all or part of the provisions of this UDC.
- K. In addition thereto, any abutting owner or lessee or other person prejudicially affected by the violation of the terms of this UDC may resort to any court of competent jurisdiction for any writ or writs, or to obtain such relief, either in law or equity, as may be deemed advisable in these premises.

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- L. If any subdivision exists for which a final plat has not been approved or in which the standards contained herein or referred to herein have not been complied with in full, the City Council shall take appropriate action reciting the fact of such noncompliance or failure to secure final plat approval. Reciting the fact of such noncompliance or failure to secure the final plat approval, and reciting the fact that the provisions of subsections 21.12.2.G. through 21.12.2.K. of this Article will apply to the subdivision and lots herein, the City Secretary shall, when directed by the City Council, cause certified copy of such action under the seal of the City to be filed in the deed records of the county or counties in which such subdivision or part thereof lies. If full compliance and final plat approval are secured after the filing of such action, the City Secretary shall forthwith file an instrument in the Deed Records of such county or counties stating that sections 21.12.2.B. through 21.12.2.K. no longer apply.
- M. The provisions of this Article shall not be construed to prohibit the issuance of permits for any lots upon which a residential building exists and was in existence prior to passage of this UDC nor to prohibit the repair, maintenance, or installation of any street or public utility services for, to or abutting any lot, the last recorded conveyance of which prior to passage of this UDC was by metes and bounds, and/or any subdivision, or lot therein, recorded or unrecorded, which subdivision was in existence prior to the passage of this UDC.

Sec. 21.12.8. Preliminary Plat Process

A. *Applicability.*

1. The provisions of this section are authorized under LGC Chapter 212 and shall be applicable to all areas within the City's limits and throughout the City's ETJ. A Preliminary Plat is required to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development and the overall compliance of the land division with applicable requirements of this UDC.
2. A Preliminary Plat may be submitted for any phase of development consistent with an approved Subdivision Master Plan. Where a Subdivision Master Plan is not required and the area to be platted is part of a larger tract of land, the Preliminary Plat must encompass the entire tract of land under ownership of the subdivider and shall provide a preliminary layout of streets, lots, blocks, utilities and drainage for the larger tract. A final plat may be submitted for individual lots to be platted out of the larger parcel.

B. *Application Requirements.*

1. *Application Required.* Any request for a Preliminary Plat shall be accompanied by an application prepared in accordance with the Development Manual.
2. *Accompanying Applications.* An application for a Preliminary Plat may be accompanied by an application for a Master Plan for the entire area to be platted or for any portion of the proposed Preliminary Plat.

C. *Processing of Application and Decision.*

1. *Submittal.* An application for a Preliminary Plat 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 shall forward a copy of the plat to other appropriate departments for review and recommendation.
2. *Preliminary Plat Approval.* In accordance with LGC Section 212.0065, the City Manager or his/her designee may approve a preliminary plat. The City Manager or his/her designee must approve a preliminary plat that is required to be prepared in accordance with this section and that satisfies all applicable regulations of this UDC. The City Manager or his/her designee may approve with conditions or deny a preliminary plat that does not satisfy all applicable regulations of this UDC. The City Manager or his/her designee may, for any reason, elect to present the plat for approval to the Planning and Zoning Commission. The City Manager or his/her designee or Planning and Zoning Commission, shall act on the plat within thirty (30) days after the date a complete application is filed.
3. *Conditional Approval and Denial.* If the City Manager or his/her designee or the Planning and Zoning Commission conditionally approves or denies the plat, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial. Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.
4. *Applicant Response to Conditional Approval or Denial.* After the conditional approval or denial of a plat, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Manager or his/her designee shall determine whether to approve or deny the applicant's response to the previously conditionally approved or denied plat. The City Manager or his/her designee may for any reason elect to present the applicant's response for approval to the Planning and Zoning Commission. Action shall be taken by the City Manager or his/her designee or the Planning and Zoning Commission no later than the fifteenth (15th) day after the date the response was submitted.

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5. *Acceptance of Preliminary Plat.* Approval of a Preliminary Plat by the City Manager or his/her designee or the Planning and Zoning Commission shall be deemed as an expression of the approval of the layout submitted on the plat as a guide to the final design of streets, water, sewer and other required improvements and utilities and to the preparation of a final plat in accordance with the requirements of this UDC.
 6. *Appeal to Planning and Zoning Commission.* Any decision to disapprove a plat made by the City Manager or his/her designee may be appealed to the Planning and Zoning Commission.
- D. *Criteria for Approval.* The City Manager or his/her designee or the Planning and Zoning Commission, in considering final action on a Preliminary Plat, should consider the following criteria:
1. the plat is consistent with all zoning requirements for the property or any approved Development Agreement;
 2. the plat conforms to the general layout of the Subdivision Master Plan (if applicable) and is consistent with the phasing plan approved therein;
 3. the proposed provision and configuration of roads, water, wastewater, drainage, and park facilities conform to the master facilities plans for the facilities, including without limitation the water facilities, wastewater facilities, transportation, drainage and other master facilities plans; and
 4. the proposed provision and configuration of roads, water, wastewater, drainage and park facilities, and easements and rights-of-way are adequate to serve the subdivision.
- E. *Expiration and Extension.*
1. *Expiration.* The approval of a Preliminary Plat shall remain in effect for a period of two (2) years after the date the application was approved or conditionally approved by the City Manager or his/her designee or the Planning & Zoning Commission, during which period the applicant shall submit and receive approval for a final plat for any portion of the land subject to the Preliminary Plat. If a final plat has not been approved within the two (2) year period, the Preliminary Plat approval, unless extended, shall expire and the plat shall be null and void.
 2. *Extension.* At the request of the property owners or their representative, the expiration date for approval of a Preliminary Plat may be extended by the City Manager or his/her designee for a period not to exceed six (6) months. A Preliminary Plat is not subject to reinstatement following expiration.
- F. *Revisions Following Approval of Preliminary Plat.*
1. *Minor Changes.* Minor changes in the design of the subdivision subject to a Preliminary Plat may be incorporated in an application for approval of a Final Plat without the necessity of filing a new application for approval of a Preliminary Plat. Minor changes shall include a revision to plat notes, a revision to street or alley lengths, scrivener's errors, adjustment of lot lines that do not result in the increase or creation of additional lots or additional acreage, or changes or clarifications to easements, provided that such changes are consistent with any approved prior applications.
 2. Major changes include the reconfiguration of street or alley alignments, the addition of streets or alleys, an increase in the number of lots or acreage, the addition or revision of a unit previously approved by the Preliminary Plat, any change to the open space dedication requirement, changes to drainage, changes to flood plain data, and any other changes that may not be included herein as determined by the Planning Department. Major changes shall require submittal of a revised master plan and Preliminary Plat which is submitted and processed the same as a new Master Development Plan application and new Preliminary Plat application.

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3. *Amendments.* All other proposed changes to the design of the subdivision subject to an approved Preliminary Plat shall be deemed major amendments that require submittal and approval of a new application for approval of a Preliminary Plat before approval of a Final Plat.

(Ord. No. 18-S-04 , § 1(Exh. A), 1-23-2018; Ord. No. 19-S-22 , § 1(Exh. A), 9-3-2019)

Sec. 21.12.10. Final Plat Process

A. *Applicability.*

1. The provisions of this section are authorized under LGC Chapter 212 and shall be applicable to all areas within the City's limits and throughout the City's ETJ. A Final Plat is required to assure that the division or development of the land subject to the plat is consistent with all standards of this UDC pertaining to the adequacy of public facilities, that public improvements to serve the subdivision or development have been installed and accepted by the City or that provision for such installation has been made, that all other requirements and conditions have been satisfied or provided for to allow the plat to be recorded, and to assure that the subdivision or development meets all other standards of this UDC to enable initiation of site preparation activities for any lot or tract subject to the plat. Approval of a Final Plat shall be required prior to any non-exempt division of land and prior to any site preparation activities for a lot or tract of land that requires installation of public improvements on or adjacent thereto.
2. A Final Plat may be submitted for any phase of development consistent with an approved Preliminary Plat.

B. *Application Requirements*

1. *Application Required.* Any request for a Final Plat shall be accompanied by an application prepared in accordance with the Development Manual.
2. *Accompanying Applications.* An application for a Final Plat shall be accompanied by a letter of approval from the City Engineer and/or the Director of Public Works approving the public infrastructure improvement construction plans showing details of streets, alleys, culverts, bridges, storm sewers, water mains, sanitary sewers and other engineering details of the proposed subdivision. Such plans shall be prepared by a registered professional engineer and shall conform to the standard specifications established by the City. Approval of any public infrastructure improvement plans is required prior to Final Plat application.

C. *Processing of Application and Decision.*

1. *Submittal.* An application for a Final Plat 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 shall forward a copy of the plat to other appropriate departments for review and recommendation.
2. *Final Plat Approval.* In accordance with LGC Section 212.0065, the City Manager or his/her designee may approve a final plat. The City Manager or his/her designee must approve a final plat that is required to be prepared in accordance with this section and that satisfies all applicable regulations of this UDC. The City Manager or his/her designee may approve with conditions or deny a final plat that does not satisfy all applicable regulations of this UDC. The City Manager or his/her designee may, for any reason, elect to present the plat for approval to the Planning and Zoning Commission. The City Manager or his/her designee or Planning and Zoning Commission, shall act on the plat within thirty (30) days after the date a complete application is filed.
3. *Conditional Approval and Denial.* If the City Manager or his/her designee or the Planning and Zoning Commission conditionally approves or denies the plat, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial. Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.

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4. *Applicant Response to Conditional Approval or Denial.* After the conditional approval or denial of a plat, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Manager or his/her designee shall determine whether to approve or deny the applicant's response to the previously conditionally approved or denied plat. The City Manager or his/her designee may for any reason elect to present the applicant's response for approval to the Planning and Zoning Commission. Action shall be taken by the City Manager or his/her designee or the Planning and Zoning Commission no later than the fifteenth (15th) day after the date the response was submitted.
 5. *Appeal to Planning and Zoning Commission.* Any decision to disapprove a plat made by the City Manager or his/her designee may be appealed to the Planning and Zoning Commission.
- D. *Criteria for Approval.* The City Manager or his/her designee or the Planning and Zoning Commission, in considering final action on a Final Plat, should consider the following criteria:
1. the Final Plat conforms to the approved Preliminary Plat, except for minor changes that may be approved without the necessity of revising the approved Preliminary Plat; and
 2. the final layout of the subdivision or development meets all standards for adequacy of public facilities contained in this UDC.
- E. *Expiration and Extension.*
1. *Expiration.* The approval of a Final Plat shall remain in effect for a period of two (2) years after the date the application was approved or conditionally approved by the City Manager or his/her designee or the Planning and Zoning Commission, during which period the applicant shall submit any required revisions for approval and recordation of the plat. If the Final Plat has not been recorded within the two (2) year period, the Final Plat approval, unless extended, shall expire and the plat shall be null and void.
 2. *Extension.* At the request of the property owner or their representative, the expiration date for approval of a Final Plat may be extended by the City Manager or his/her designee for a period not to exceed six (6) months. A Final Plat is not subject to reinstatement following expiration.
- F. *Revisions Following Approval of Final Plat.*
1. *Minor Changes.* An applicant may make minor changes to an approved Final Plat to reflect changes arising from installation of public improvements thereafter, provided that the approved Final Plat has not been recorded and that approval of the revised Final Plat occurs prior to expiration of approval of the initial Final Plat application. The City Manager or his/her designee is authorized to approve minor changes to an approved Final Plat. If the approved Final Plat has been recorded, an amending plat or replat must be approved and recorded. Minor changes shall include a revision to plat notes, a revision to street or alley lengths, scrivener's errors, adjustment of lot lines that do not result in the increase or creation of additional lots or additional acreage, or changes or clarifications to easements, provided that such changes are consistent with any approved prior applications.
 2. *Major Changes.* Major changes include the reconfiguration of street or alley alignments, the addition of streets or alleys, an increase in the number of lots or acreage, the addition or revision of a unit previously approved by the Preliminary Plat, any change to the open space dedication requirement, changes to drainage, changes to flood plain data, and any other changes that may not be included herein as determined by the City Manager or his/her designee. Major changes shall require submittal of a revised Final Plat which is submitted and processed the same as a new final plat application.
 3. *Amendments.* All other proposed changes to the design of the subdivision subject to an approved Final Plat shall be deemed major amendments that require submittal and approval of a new application for approval of a Preliminary Plat before approval of a Final Plat. Approval of major revisions to an

approved Preliminary Plat shall occur prior to the date any approved Subdivision Master Plan would have expired for the same land.

- G. *Recording Procedures.* After approval of a Final Plat and acceptance of required public improvements or execution of an Improvement Agreement pursuant to Sec. 21.4.15, the applicant may submit all necessary items to the City to record the plat in the County Land Records. Upon receipt of the plat recording submittal and notification of acceptance of required public improvements or execution of an Improvement Agreement, the City Manager or his/her designee shall sign the plat and shall promptly cause the plat to be recorded. If the final plat was forwarded to the Planning and Zoning Commission, the City Manager or his/her designee shall procure the signature of the chair of the Planning and Zoning Commission on the plat and shall promptly cause the plat to be recorded. No Final Plat will be received for recording until all back taxes owed to the City have been paid in full and a certified copy of a Tax Certificate from the applicable school district and county tax office has been received for the subject property.

(Ord. No. 17-S-41 , § 1(Exh. A), 10-24-2017; Ord. No. 18-S-04 , § 1(Exh. A), 1-23-2018; Ord. No. 19-S-22 , § 1(Exh. A), 9-3-2019)

Sec. 21.12.13. Replat Process.

- A. *Applicability.* The provisions of this section are authorized under LGC Chapter 212 and shall be applicable to all areas within the City's limits and throughout the City's ETJ. A replat is any plat that complies with LGC sections 212.014, 212.0145, and 212.015, as amended, which is generally submitted to replat a subdivision or part of a subdivision without vacation of the original plat. Replatting a portion of a recorded lot is not permitted. A replat does not itself constitute approval for development of the property.
- B. *Application Requirements.* Any request for a replat shall be accompanied by an application prepared in accordance with the Development Manual.
- C. *Processing of Application and Decision.*
 - 1. *Submittal.* An application for a replat 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 shall forward a copy of the plat to other appropriate departments for review and recommendation. After appropriate review, the City Manager or his/her designee may forward a recommendation to the Planning and Zoning Commission for consideration, when applicable.
 - 2. *Notification Requirements for Certain Replats.*
 - a. *Applicability.* An application for a replat which is also accompanied by a waiver or variance request requires a public hearing and notice if:
 - i. during the preceding five years, any of the area to be replatted was limited by an interim or permanent zoning classification to residential use for not more than two residential units per lot; or
 - ii. any lot in the preceding plat was limited by deed restrictions to residential use for not more than two residential units per lot.
 - b. *Public hearing notice.* Notice of the public hearing shall be given at least sixteen (16) calendar days before the date of the public hearing by:
 - i. Publication in an official newspaper or a newspaper of general circulation in the county in which the City is located; and
 - ii. Written notice with a copy of LGC Sec. 212.015(c) attached, mailed to the owners of lots that are in the original subdivision and that are within 200 feet of the lots to be replatted, as indicated on the most recently approved municipal tax roll or in the case of a subdivision within the extraterritorial jurisdiction, the most recently approved county tax roll of the property upon which the replat is requested.
 - 3. *Replat Approval.* In accordance with LGC Section 212.0065, the City Manager or his/her designee may approve a replat. The City Manager or his/her designee must approve a replat that is required to be prepared in accordance with this section and that satisfies all applicable regulations of this UDC. The City Manager or his/her designee may approve with conditions or deny a replat that does not satisfy all applicable regulations of this UDC. The City Manager or his/her designee may, for any reason, elect to present the plat for approval to the Planning and Zoning Commission. The City Manager or his/her designee or Planning and Zoning Commission, shall act on the plat within thirty (30) days after the date a complete application is filed.
 - 4. *Conditional Approval and Denial.* If the City Manager or his/her designee or the Planning and Zoning Commission conditionally approves or denies the plat, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial.

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- Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.
5. *Applicant Response to Conditional Approval or Denial.* After the conditional approval or denial of a plat, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Manager or his/her designee shall determine whether to approve or deny the applicant's response to the previously conditionally approved or denied plat. The City Manager or his/her designee may for any reason elect to present the applicant's response for approval to the Planning and Zoning Commission. Action shall be taken by the City Manager or his/her designee or the Planning and Zoning Commission no later than the fifteenth (15th) day after the date the response was submitted.
 6. *Appeal to Planning and Zoning Commission.* Any decision to disapprove a plat made by the City Manager or his/her designee may be appealed to the Planning and Zoning Commission.
- D. *Criteria for Approval.* The City Manager or his/her designee or the Commission in considering final action on a replat should consider the following criteria:
1. the replat is consistent with all zoning requirements for the property, all other requirements of this UDC that apply to the plat, and any regulations contained in an approved Development Agreement;
 2. the replat is signed and acknowledged by only the owners of the property being replatted;
 3. a public hearing was held and parties in interest and citizens have had an opportunity to be heard, if applicable; and
 4. the replat does not attempt to amend or remove any covenants or restrictions.
- E. *Protests.* If the replat application meets the applicability requirements of Subsection C.2 above and is protested in accordance with this section, approval of the replat shall be presented by the City Manager or his/her designee to the Planning & Zoning Commission and shall require the affirmative vote of at least three-fourths ($\frac{3}{4}$) of the members of the Planning and Zoning Commission present at the meeting to be approved. For a legal protest, written instruments signed by the owners of at least twenty percent (20%) of the area of the lots or land immediately adjoining the area covered by the replat application and extending 200 feet from that area, but within the original subdivision, must be filed with the Planning and Zoning Commission prior to the close of the public hearing. In computing the percentage of land area under this section, the area of streets and alleys shall be included.
- F. *Notification of Approval for Certain Replats.* If a proposed replat does not require a variance or exception but meets the applicability of either Subsections C.2.a.i or ii above, the municipality shall, not later than the 15th calendar day after the date the replat is approved, provide written notice by mail of the approval of the replat to each owner of a lot in the original subdivision that is within 200 feet of the lots to be replatted according to the most recent municipality or county tax roll. This subsection does not apply to a proposed replat if the Planning & Zoning Commission holds a public hearing and gives notice of the hearing in the manner provided by in Subsection C.2.b above.
1. The notice of a replat approval must include:
 - a. the zoning designation of the property after the replat; and
 - b. a telephone number and e-mail address an owner of a lot may use to contact the City about the replat.
- G. *Expiration and Extension.*
1. *Expiration.* The approval of a replat shall remain in effect for a period of two (2) years after the date the application was approved or conditionally approved by the City Manager or his/her designee or the

Planning and Zoning Commission, during which period the applicant shall submit any required revisions for approval and recordation of the plat. If the replat has not been recorded within the two (2) year period, the plat approval shall expire and the plat shall be deemed null and void.

2. *Extension.* At the request of the property owners or their representative, the expiration date for approval of a replat may be extended by the City Manager or his/her designee for a period not to exceed six (6) months. A replat is not subject to reinstatement following expiration.

- H. *Plat Recordation.* After approval of a Replat Plat and acceptance of required public improvements or execution of an Improvement Agreement pursuant to Sec. 21.4.15, if applicable, the applicant may submit all necessary items to the City to record the plat in the County Land Records. Upon receipt of the plat recording submittal and notification of acceptance of required public improvements or execution of an Improvement Agreement, the City Manager or his/her designee shall sign the plat and shall promptly cause the plat to be recorded. If the final plat was forwarded to the Commission, the City Manager or his/her designee shall procure the signature of the chair of the Planning and Zoning Commission on the plat and shall promptly cause the plat to be recorded.

(Ord. No. 18-S-04 , § 1(Exh. A), 1-23-2018; Ord. No. 19-S-22 , § 1(Exh. A), 9-3-2019)

Sec. 21.12.14. Vacating plat process.

- A. *Applicability.* The provisions of this section are authorized under LGC Chapter 212 and shall be applicable to all areas within the City's limits and throughout the City's ETJ. A vacating plat does not itself constitute approval for development of the property.
- B. *Application Requirements.* Any request for a vacating plat shall be accompanied by an application prepared in accordance with the Development Manual as well as an application for a replat.
- C. *Processing of Application and Decision.*
 - 1. *Submittal.* An application for a vacating plat 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 shall forward a copy of the plat to other appropriate departments for review and recommendation.
 - 2. *Vacating Plat Approval.* In accordance with LGC Section 212.0065, the City Manager or his/her designee may approve a vacating plat. The City Manager or his/her designee must approve a vacating plat that is required to be prepared in accordance with this section and that satisfies all applicable regulations of this UDC. The City Manager or his/her designee may approve with conditions or deny a vacating plat and/or replat that does not satisfy all applicable regulations of this UDC. The City Manager or his/her designee may, for any reason, elect to present the plat for approval to the Planning and Zoning Commission. The City Manager or his/her designee or Planning and Zoning Commission, shall act on the plat within thirty (30) days after the date a complete application is filed.
 - 3. *Conditional Approval and Denial.* If the City Manager or his/her designee or the Planning and Zoning Commission conditionally approves or denies the plat, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial. Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.
 - 4. *Applicant Response to Conditional Approval or Denial.* After the conditional approval or denial of a plat, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Manager or his/her designee shall determine whether to approve or deny the applicant's response to the previously conditionally approved or denied plat. The City Manager or his/her designee may for any reason elect to present the applicant's response for approval to the Planning and Zoning Commission. Action shall be taken by the City Manager or his/her designee or the Planning and Zoning Commission no later than the fifteenth (15th) day after the date the response was submitted.
 - 5. *Appeal to Planning and Zoning Commission.* Any decision to disapprove a plat made by the City Manager or his/her designee may be appealed to the Planning and Zoning Commission.
- D. *Criteria for Approval.* The City Manager or his/her designee or the Planning and Zoning Commission in considering final action on a vacating plat should consider the following criteria:
 - 1. the vacating plat is consistent with all zoning requirements for the property, all other requirements of this UDC that apply to the plat, and any regulations contained in an approved Development Agreement;
 - 2. the vacating plat is signed and acknowledged by all owners of lots in the original plat.
- E. *Expiration and Extension.*
 - 1. *Expiration.* The approval of a vacating plat shall remain in effect for a period of two (2) years after the date the application was approved or conditionally approved by the City Manager or his/her designee

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- or the Planning and Zoning Commission, during which period the applicant shall submit any required revisions for approval and recordation of the plat. If the vacating plat has not been recorded within the two (2) year period, the plat approval shall expire and the plat shall be deemed null and void.
2. *Extension.* At the request of the property owners or their representative, the expiration date for approval of a vacating plat may be extended by the City Manager or his/her designee or the Planning and Zoning Commission, if the request is forwarded by the City Manager or his/her designee, for a period not to exceed six (6) months. A vacating plat is not subject to reinstatement following expiration.
- F. *Recording Procedures.* After approval of a Vacating Plat and associated Replat, acceptance of required public improvements or execution of an Improvement Agreement pursuant to Sec. 21.4.15, if applicable, the applicant may submit all necessary items to the City to record the vacating plat and replat in the County Land Records. Upon receipt of the plat recording submittal and notification of acceptance of required public improvements or execution of an Improvement Agreement, the City Manager or his/her designee shall sign the plat and shall promptly cause the plat to be recorded. If the vacating plat and associated replat was forwarded to the Commission, the City Manager or his/her designee shall procure the signature of the chair of the Planning and Zoning Commission on the plat and shall promptly cause the plat to be recorded. No vacating plat and associated replat will be received for recording until all back taxes owed to the City have been paid in full and a certified copy of a Tax Certificate from the applicable school district and county tax office has been received for the subject property.
- G. The City, at its discretion, shall have the right to retain all or specific portions of road right-of-way or easements shown on the plat being considered for vacation. However, the City shall consider a request for vacating a plat upon satisfactory conveyance of easements or right-of-way in a separate legal document using forms provided by the City Attorney's office.

(Ord. No. 19-S-22 , § 1(Exh. A), 9-3-2019)

PROPOSED REDLINES

Sec. 21.3.3. Planning and zoning commission.

- A. *Structure of the Commission.* The Planning and Zoning Commission is established in accordance with the City Charter and Commission members are appointed by the City Council.
- B. *Duties and Approval Authority.*
1. The Planning and Zoning Commission shall have the authority to review and make a recommendation to the City Council on the following applications:
 - a. amendment to the Comprehensive Land Plan;
 - b. establish or amend a zoning district map classification, including creation or amendment of an overlay district;
 - c. rezoning requests including an application for a Specific Use Permit.
 - d. amendment to the UDC; and
 - e. a Development Agreement as set forth in the LGC and this UDC;
 2. The Planning and Zoning Commission shall have final approval authority on the following applications:
 - a. Subdivision Master Plan-, if forwarded by the City Manager or his/her designee.
 - b. Site Plan; if forwarded by the City Manager or his/her designee.
 - c. preliminary plat; if forwarded by the City Manager or his/her designee.
 - d. final plat; if forwarded by the City Manager or his/her designee.
 - e. amending plat; if forwarded by the City Manager or his/her designee.
 - f. minor plat; if forwarded by the City Manager or his/her designee.
 - g. replat; if forwarded by the City Manager or his/her designee and
 - h. waivers relating to Article 12, Subdivisions.
 3. The Planning and Zoning Commission shall have the authority to make final determinations relating to appeals of staff determinations on the following items:
 - a. Required Conditions for Home Occupations and denial of a Home Occupation permit.
 - b. Site Design Standards including Tree Preservation & Mitigation, Revisions to Approved Site Plans.
 - c. Signs & Advertising Devices including general requirements, removal of signs.
 - d. Additional Design Requirements including off street parking, building setback lines, and landscape buffers.
 - e. An appeal of a driveway waiver determination.

(Ord. No. 17-S-40 , § 1(Exh. A), 10-24-2017; Ord. No. 19-S-22 , § 1(Exh. A), 9-3-2019)

PROPOSED REDLINES

Sec. 21.3.5. Administrative authority.

- A. *Authority Granted.* The City Manager or his/her designees shall have such powers and authority as granted by State law, the City Charter, the Code of Ordinances, and this UDC to initiate, undertake, and decide any matters pertaining to the regulation of the use and development of land as identified in this UDC and are authorized to take all actions necessary to carry out their responsibilities in accordance with the requirements and limitations prescribed therein.
- B. *Administrative Structure.* The City Manager is designated as the chief administrative official of the City. The City Manager, at his/her discretion, may designate the director of any department or other employee as the administrative authority responsible for consideration of any item deemed appropriate by the City Manager.
- C. *Duties and Approval Authority.*
1. The City Manager or his/her designee shall have the authority to review and make a recommendation to the appropriate approval body on the following applications:
 - a. amendment to the Comprehensive Land Plan;
 - b. establish or amend a zoning district map classification, including creation or amendment of an overlay district;
 - c. rezoning requests including an applications for a Specific Use Permit;
 - d. amendment of this UDC;
 - e. annexation;
 - f. a Development Agreement within the City's corporate boundaries and in the City's ETJ;
 - g. Historic Landmark or District Designation;
 - h. an appeal of the decision of any City Board, Commission, Committee or staff as authorized by this UDC;
 - i. Subdivision Master Plan;
 - ~~j. preliminary plat;~~
 - ~~k. final plat;~~
 - ~~l. replat; if the proposed replat is accompanied by a waiver or variance request, subdivision plats, when forwarded to the Planning and Zoning Commission by the City Manager or his/her designee for approval;~~
 - ~~m.~~ a variance, appeal or other application to be considered by the BOA;
 - ~~n.~~ an interpretation, appeal or other application to be considered by the Building and Standards Commission; and
 - ~~o.~~ an interpretation, waiver, appeal or other application to be considered by the Planning & Zoning Commission.
 2. The City Manager or his/her designee shall have ~~final~~ approval authority on the following applications:
 - a. a preliminary plat, as authorized by this UDC and LGC Section 212.0065. However, the City Manager or his/her designee may forward the plat to the Planning and Zoning Commission for approval;
 - b. a final plat, as authorized by this UDC and LGC Section 212.0065. However, the City Manager or his/her designee may forward the plat to the Planning and Zoning Commission for approval;

c. a replat, as authorized by this UDC and LGC Section 212.0065. However, the City Manager or his/her designee may forward the plat to the Planning and Zoning Commission for approval;

ad. a minor plat, as authorized by this UDC and LGC Section 212.0065. However, the City Manager or his/her designee may forward the plat to the Planning and Zoning Commission for approval;

ae. an amending plat, as authorized by this UDC, and LGC Section 212.0065. However, the City Manager or his/her designee may forward the plat to the Planning and Zoning Commission for approval;

af. a Certificate of Determination, as authorized by this UDC and LGC Section 212.0115. However, the City Manager or his/her designee may forward the request to the Planning and Zoning Commission for determination;

ag. a site plan, as authorized by this UDC. However, the City Manager or his/her designee may forward a site plan to the Planning and Zoning Commission for approval; and

ah. other applications as authorized by this UDC.

(Ord. No. 17-S-40 , § 1(Exh. A), 10-24-2017; Ord. No. 19-S-22 , § 1(Exh. A), 9-3-2019)

PROPOSED REDLINES

Sec. 21.12.2. General Provisions

- A. The owner of a tract of land located within the City limits or in the ETJ of the City who divides the tract in two (2) or more parts to lay out a subdivision of the tract, including an addition to the City, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended by the owner of the tract to be dedicated to public use ~~or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares parks or other parts~~ must have a plat of the subdivision prepared. A division of a tract under this section includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method.
- B. No person shall create a subdivision of land within the City or within its ETJ without complying with the provisions of this Article, and all plats and subdivisions of any such land shall conform to the rules and regulations set forth in this Article.
- C. In addition to any other remedy provided by law, the City and its officers shall have the right to enjoin any violation of this UDC by injunction issued by a court of common jurisdiction.
- D. All land subdivided or platted into lots, blocks and streets within the City or within its ETJ, as provided by state law, shall comply in full with the requirements of this UDC. No plat shall be filed in the office of the County Clerk for a tract within the City or its ETJ unless it is approved by the Planning and Zoning Commission or the City Manager or his/her designee, as applicable.
- E. The City has requested each County in which the City is located not to issue a permit for the installation of septic tanks on any lot in a subdivision for which a final plat has not been approved and filed for record, or any lot in a subdivision in which the standards contained herein or referred to herein have not been complied with in full.
- F. No permit shall be issued for any structure on a lot in a subdivision for which a final plat has not been approved and filed for record, nor for any structure on a lot within a subdivision in which the standards contained herein have not been complied with in full.
- G. The City shall not authorize any person nor shall the City itself repair, maintain, install or provide any streets or public utility services in any subdivision for which a final plat has not been approved and filed for record, nor in which the standards contained herein or referred to herein have not been complied with in full.
- H. The City shall not authorize any person nor shall the City itself sell or supply any water or sewer service within a subdivision for which a final plat has not been approved or filed for record, nor in which the standards contained herein or referred to herein have not been complied with in full.
- I. Disapproval of a plat by the City Manager or his/her designee or the Planning and Zoning Commission shall be deemed a refusal by the City to accept the offered dedications shown thereon. Approval of a plat shall not impose any duty upon the City concerning the maintenance or improvement of any such dedicated parts until the proper authorities of the City have actually appropriated the same by entry, use, or improvement. Any such dedication, before or after actual appropriation may be vacated by the City in any manner provided by law.
- J. On behalf of the City, the City Attorney shall, when directed by the City Council, institute appropriate action in a court of competent jurisdiction to enforce the provisions of this UDC or the standards referred to herein with respect to any violation thereof which occurs within any area subject to all or part of the provisions of this UDC.
- K. In addition thereto, any abutting owner or lessee or other person prejudicially affected by the violation of the terms of this UDC may resort to any court of competent jurisdiction for any writ or writs, or to obtain such relief, either in law or equity, as may be deemed advisable in these premises.

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- L. If any subdivision exists for which a final plat has not been approved or in which the standards contained herein or referred to herein have not been complied with in full, the City Council shall take appropriate action reciting the fact of such noncompliance or failure to secure final plat approval. Reciting the fact of such noncompliance or failure to secure the final plat approval, and reciting the fact that the provisions of subsections 21.12.2.G. through 21.12.2.K. of this Article will apply to the subdivision and lots herein, the City Secretary shall, when directed by the City Council, cause certified copy of such action under the seal of the City to be filed in the deed records of the county or counties in which such subdivision or part thereof lies. If full compliance and final plat approval are secured after the filing of such action, the City Secretary shall forthwith file an instrument in the Deed Records of such county or counties stating that sections 21.12.2.B. through 21.12.2.K. no longer apply.
- M. The provisions of this Article shall not be construed to prohibit the issuance of permits for any lots upon which a residential building exists and was in existence prior to passage of this UDC nor to prohibit the repair, maintenance, or installation of any street or public utility services for, to or abutting any lot, the last recorded conveyance of which prior to passage of this UDC was by metes and bounds, and/or any subdivision, or lot therein, recorded or unrecorded, which subdivision was in existence prior to the passage of this UDC.

PROPOSED REDLINES

Sec. 21.12.8. Preliminary Plat Process

A. *Applicability.*

1. The provisions of this section are authorized under LGC Chapter 212 and shall be applicable to all areas within the City's limits and throughout the City's ETJ. A Preliminary Plat is required to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development and the overall compliance of the land division with applicable requirements of this UDC.
2. A Preliminary Plat may be submitted for any phase of development consistent with an approved Subdivision Master Plan. Where a Subdivision Master Plan is not required and the area to be platted is part of a larger tract of land, the Preliminary Plat must encompass the entire tract of land under ownership of the subdivider and shall provide a preliminary layout of streets, lots, blocks, utilities and drainage for the larger tract. A final plat may be submitted for individual lots to be platted out of the larger parcel.

B. *Application Requirements.*

1. *Application Required.* Any request for a Preliminary Plat shall be accompanied by an application prepared in accordance with the Development Manual.
2. *Accompanying Applications.* An application for a Preliminary Plat may be accompanied by an application for a Master Plan for the entire area to be platted or for any portion of the proposed Preliminary Plat.

C. *Processing of Application and Decision.*

1. *Submittal.* An application for a Preliminary Plat 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 shall forward a copy of the plat to other appropriate departments for review and recommendation. ~~After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the Planning and Zoning Commission for consideration.~~
2. *Preliminary Plat Approval.* ~~In accordance with LGC Section 212.0065, the City Manager or his/her designee may approve a preliminary plat. The City Manager or his/her designee shall act on the plat within thirty (30) days after the date a complete application is filed. The City Manager or his/her designee must approve a preliminary plat that is required to be prepared in accordance with this section and that satisfies all applicable regulations of this UDC. The City Manager or his/her designee may approve with conditions or deny a preliminary plat that does not satisfy all applicable regulations of this UDC. The City Manager or his/her designee may, for any reason, elect to present the plat for approval to the Planning and Zoning Commission. The City Manager or his/her designee or Planning and Zoning Commission, shall act on the plat within thirty (30) days after the date a complete application is filed.~~
3. *Conditional Approval and Denial.* If the ~~Commission~~ City Manager or his/her designee or the Planning and Zoning Commission conditionally approves or denies the plat, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial. Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.
4. *Applicant Response to Conditional Approval or Denial.* After the conditional approval or denial of a plat, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Manager or his/her designee shall determine

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- whether to approve or deny the applicant's response to the previously conditionally approved or denied plat is authorized to approve revisions required for conditional approval of the Preliminary Plat. The City Manager or his/her designee may for any reason elect to present the applicant's response for approval to the Planning and Zoning Commission. If forwarded to the Commission by the City Manager or his/her designee, the Planning and Zoning Commission shall determine whether to approve or deny the applicant's previously denied plat or conditionally approved, if forwarded to the commission by the City Manager or his/her designee, Action shall be taken by the City Manager of his/her designee or the Planning and Zoning Commission no later than the fifteenth (15th) day after the date the response was submitted.
5. *Acceptance of Preliminary Plat.* Approval of a Preliminary Plat by the ~~Planning and Zoning Commission~~ City Manager or his/her designee or the Planning and Zoning Commission shall be deemed as an expression of the approval of the layout submitted on the plat as a guide to the final design of streets, water, sewer and other required improvements and utilities and to the preparation of a final plat in accordance with the requirements of this UDC.
76. Appeal to Planning and Zoning Commission. Any decision to disapprove a plat made by the City Manager or his/her designee may be appealed to the Planning and Zoning Commission.
- D. *Criteria for Approval.* The ~~Planning and Zoning Commission~~ City Manager or his/her designee or the Planning and Zoning Commission, in considering final action on a Preliminary Plat, should consider the following criteria:
1. the plat is consistent with all zoning requirements for the property or any approved Development Agreement;
 2. the plat conforms to the general layout of the Subdivision Master Plan (if applicable) and is consistent with the phasing plan approved therein;
 3. the proposed provision and configuration of roads, water, wastewater, drainage and park facilities conform to the master facilities plans for the facilities, including without limitation the water facilities, wastewater facilities, transportation, drainage and other master facilities plans; and
 4. the proposed provision and configuration of roads, water, wastewater, drainage and park facilities, and easements and rights-of-way are adequate to serve the subdivision.
- E. *Expiration and Extension.*
1. *Expiration.* The approval of a Preliminary Plat shall remain in effect for a period of two (2) years after the date the application was approved or conditionally approved by the ~~Planning and Zoning Commission~~ City Manager or his/her designee or the Planning & Zoning Commission, during which period the applicant shall submit and receive approval for a final plat for any portion of the land subject to the Preliminary Plat. If a final plat has not been approved within the two (2) year period, the Preliminary Plat approval, unless extended, shall expire and the plat shall be null and void.
 2. *Extension.* At the request of the property owners or their representative, the expiration date for approval of a Preliminary Plat may be extended by the ~~Planning and Zoning Commission~~ City Manager or his/her designee Planning and Zoning, if the request is forwarded by the City Manager or his/her designee, for a period not to exceed six (6) months. A Preliminary Plat is not subject to reinstatement following expiration.
- F. *Revisions Following Approval of Preliminary Plat.*
1. *Minor Changes.* Minor changes in the design of the subdivision subject to a Preliminary Plat may be incorporated in an application for approval of a Final Plat without the necessity of filing a new application for approval of a Preliminary Plat. Minor changes shall include a revision to plat notes, a revision to street or alley lengths, scrivener's errors, adjustment of lot lines that do not result in the

increase or creation of additional lots or additional acreage, or changes or clarifications to easements, provided that such changes are consistent with any approved prior applications.

2. Major changes include the reconfiguration of street or alley alignments, the addition of streets or alleys, an increase in the number of lots or acreage, the addition or revision of a unit previously approved by the Preliminary Plat, any change to the open space dedication requirement, changes to drainage, changes to flood plain data, and any other changes that may not be included herein as determined by the Planning Department. Major changes shall require submittal of a revised master plan and Preliminary Plat which is submitted and processed the same as a new Master Development Plan application and new Preliminary Plat application.
3. *Amendments.* All other proposed changes to the design of the subdivision subject to an approved Preliminary Plat shall be deemed major amendments that require submittal and approval of a new application for approval of a Preliminary Plat before approval of a Final Plat.

(Ord. No. 18-S-04 , § 1(Exh. A), 1-23-2018; Ord. No. 19-S-22 , § 1(Exh. A), 9-3-2019)

PROPOSED REDLINES

Sec. 21.12.10. Final Plat Process

A. *Applicability.*

1. The provisions of this section are authorized under LGC Chapter 212 and shall be applicable to all areas within the City's limits and throughout the City's ETJ. A Final Plat is required to assure that the division or development of the land subject to the plat is consistent with all standards of this UDC pertaining to the adequacy of public facilities, that public improvements to serve the subdivision or development have been installed and accepted by the City or that provision for such installation has been made, that all other requirements and conditions have been satisfied or provided for to allow the plat to be recorded, and to assure that the subdivision or development meets all other standards of this UDC to enable initiation of site preparation activities for any lot or tract subject to the plat. Approval of a Final Plat shall be required prior to any non-exempt division of land and prior to any site preparation activities for a lot or tract of land that requires installation of public improvements on or adjacent thereto.
2. A Final Plat may be submitted for any phase of development consistent with an approved Preliminary Plat.

B. *Application Requirements*

1. *Application Required.* Any request for a Final Plat shall be accompanied by an application prepared in accordance with the Development Manual.
2. *Accompanying Applications.* An application for a Final Plat shall be accompanied by a letter of approval from the City Engineer and/or the Director of Public Works approving the public infrastructure improvement construction plans showing details of streets, alleys, culverts, bridges, storm sewers, water mains, sanitary sewers and other engineering details of the proposed subdivision. Such plans shall be prepared by a registered professional engineer and shall conform to the standard specifications established by the City. Approval of any public infrastructure improvement plans is required prior to Final Plat application.

C. *Processing of Application and Decision.*

1. *Submittal.* An application for a Final Plat 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 shall forward a copy of the plat to other appropriate departments for review and recommendation. ~~After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the Planning and Zoning Commission for consideration.~~
2. *Final Plat Approval.* In accordance with LGC Section 212.0065, the City Manager or his/her designee may approve a final plat. ~~The City Manager or his/her designee shall act on the plat within thirty (30) days after the date a complete application is filed.~~ The City Manager or his/her designee must approve a final plat that is required to be prepared in accordance with this section and that satisfies all applicable regulations of this UDC. The City Manager or his/her designee may approve with conditions or deny a final plat that does not satisfy all applicable regulations of this UDC. The City Manager or his/her designee may, for any reason, elect to present the plat for approval to the Planning and Zoning Commission. ~~The City Manager or his/her designee or Planning and Zoning Commission, shall act on the plat within thirty (30) days after the date a complete application is filed.~~
3. *Conditional Approval and Denial.* If the ~~Commission~~ City Manager or his/her designee or the Planning and Zoning Commission conditionally approves or denies the plat, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or

reason for denial. Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.

4. *Applicant Response to Conditional Approval or Denial.* After the conditional approval or denial of a plat, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Manager or his/her designee shall determine whether to approve or deny the applicant's response to the previously conditionally approved or denied plat is authorized to approve revisions required for conditional approval of the Final Plat. The City Manager or his/her designee may for any reason elect to present the applicant's response for approval to the Planning and Zoning Commission. If forwarded to the Commission by the City Manager or his/her designee, The Planning and Zoning Commission shall determine whether to approve or deny the applicant's previously denied plat or conditionally approved, if forwarded to the commission by the City Manager or his/her designee, Action shall be taken by the City Manager of his/her designee or the Planning and Zoning Commission no later than the fifteenth (15th) day after the date the response was submitted.

5. *Appeal to Planning and Zoning Commission.* Any decision to disapprove a plat made by the City Manager or his/her designee may be appealed to the Planning and Zoning Commission.

- D. *Criteria for Approval.* The ~~Planning and Zoning Commission~~ City Manager or his/her designee or the Planning and Zoning Commission, in considering final action on a Final Plat, should consider the following criteria:

1. the Final Plat conforms to the approved Preliminary Plat, except for minor changes that may be approved without the necessity of revising the approved Preliminary Plat; and
2. the final layout of the subdivision or development meets all standards for adequacy of public facilities contained in this UDC.

- E. *Expiration and Extension.*

1. *Expiration.* The approval of a Final Plat shall remain in effect for a period of two (2) years after the date the application was approved or conditionally approved by the ~~Planning and Zoning Commission~~ City Manager or his/her designee or the Planning and Zoning Commission, during which period the applicant shall submit any required revisions for approval and recordation of the plat. If the Final Plat has not been recorded within the two (2) year period, the Final Plat approval, unless extended, shall expire and the plat shall be null and void.
2. *Extension.* At the request of the property owner or their representative, the expiration date for approval of a Final Plat may be extended by the ~~Planning and Zoning Commission~~ City Manager or his/her designee ~~Planning and Zoning~~, if the request is forwarded by the City Manager or his/her designee, for a period not to exceed six (6) months. A Final Plat is not subject to reinstatement following expiration.

- F. *Revisions Following Approval of Final Plat.*

1. *Minor Changes.* An applicant may make minor changes to an approved Final Plat to reflect changes arising from installation of public improvements thereafter, provided that the approved Final Plat has not been recorded and that approval of the revised Final Plat occurs prior to expiration of approval of the initial Final Plat application. The City Manager or his/her designee is authorized to approve minor changes to an approved Final Plat. If the approved Final Plat has been recorded, an amending plat or replat must be approved and recorded. Minor changes shall include a revision to plat notes, a revision to street or alley lengths, scrivener's errors, adjustment of lot lines that do not result in the increase or

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- creation of additional lots or additional acreage, or changes or clarifications to easements, provided that such changes are consistent with any approved prior applications.
2. *Major Changes.* Major changes include the reconfiguration of street or alley alignments, the addition of streets or alleys, an increase in the number of lots or acreage, the addition or revision of a unit previously approved by the Preliminary Plat, any change to the open space dedication requirement, changes to drainage, changes to flood plain data, and any other changes that may not be included herein as determined by the City Manager or his/her designee. Major changes shall require submittal of a revised Final Plat which is submitted and processed the same as a new final plat application.
 3. *Amendments.* All other proposed changes to the design of the subdivision subject to an approved Final Plat shall be deemed major amendments that require submittal and approval of a new application for approval of a Preliminary Plat before approval of a Final Plat. Approval of major revisions to an approved Preliminary Plat shall occur prior to the date any approved Subdivision Master Plan would have expired for the same land.
- G. *Recording Procedures.* After approval of a Final Plat and acceptance of required public improvements or execution of an Improvement Agreement pursuant to Sec. 21.4.15, the applicant may submit all necessary items to the City to record the plat in the County Land Records. Upon receipt of the plat recording submittal and notification of acceptance of required public improvements or execution of an Improvement Agreement, the City Manager or his/her designee shall sign the plat and shall promptly cause the plat to be recorded. If the final plat was forwarded to the Planning and Zoning Commission, the City Manager or his/her designee shall procure the signature of the chair of the Planning and Zoning Commission on the plat and shall promptly cause the plat to be recorded. No Final Plat will be received for recording until all back taxes owed to the City have been paid in full and a certified copy of a Tax Certificate from the applicable school district and county tax office has been received for the subject property.
- (Ord. No. 17-S-41 , § 1(Exh. A), 10-24-2017; Ord. No. 18-S-04 , § 1(Exh. A), 1-23-2018; Ord. No. 19-S-22 , § 1(Exh. A), 9-3-2019)

PROPOSED REDLINES

Sec. 21.12.13. Replat Process.

- A. *Applicability.* The provisions of this section are authorized under LGC Chapter 212 and shall be applicable to all areas within the City's limits and throughout the City's ETJ. A replat is any plat that complies with LGC sections 212.014, 212.0145, and 212.015, as amended, which is generally submitted to replat a subdivision or part of a subdivision without vacation of the original plat. Replatting a portion of a recorded lot is not permitted. A replat does not itself constitute approval for development of the property.
- B. *Application Requirements.* Any request for a replat shall be accompanied by an application prepared in accordance with the Development Manual.
- C. *Processing of Application and Decision.*
1. *Submittal.* An application for a replat 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 shall forward a copy of the plat to other appropriate departments for review and recommendation. After appropriate review, the City Manager or his/her designee ~~shall~~ may forward a recommendation to the Planning and Zoning Commission for consideration, when applicable.
 - ~~2. *Notification Requirements.* An application for a replat which is accompanied by a waiver or variance request requires notification in accordance with LGC section 212.015. Published notice and written notice to property owners within 200 feet who are also within the original subdivision shall be provided in accordance with the requirements of LGC.~~
 2. *Notification Requirements for Certain Replats.*
 - a. *Applicability.* An application for a replat which is also accompanied by a waiver or variance request requires a public hearing and notice if:
 - i. during the preceding five years, any of the area to be replatted was limited by an interim or permanent zoning classification to residential use for not more than two residential units per lot; or
 - ii. any lot in the preceding plat was limited by deed restrictions to residential use for not more than two residential units per lot.
 - b. *Public hearing notice.* Notice of the public hearing shall be given at least sixteen (16) calendar days before the date of the public hearing by:
 - i. Publication in an official newspaper or a newspaper of general circulation in the county in which the City is located; and
 - ii. Written notice with a copy of LGC Sec. 212.015(c) attached, mailed to the owners of lots that are in the original subdivision and that are within 200 feet of the lots to be replatted, as indicated on the most recently approved municipal tax roll or in the case of a subdivision within the extraterritorial jurisdiction, the most recently approved county tax roll of the property upon which the replat is requested.
 3. *Replat Approval.* ~~In accordance with LGC Section 212.0065, the City Manager or his/her designee may approve a replat. The City Manager or his/her designee shall act on the plat within thirty (30) days after the date a complete application is filed. The City Manager or his/her designee must approve a replat that is required to be prepared in accordance with this section and that satisfies all applicable regulations of this UDC. The City Manager or his/her designee may approve with conditions or deny a replat that does not satisfy all applicable regulations of this UDC. The City Manager or his/her designee may, for any reason, elect to present the plat for approval to the Planning and Zoning Commission. The~~

City Manager or his/her designee or Planning and Zoning Commission, shall act on the plat within thirty (30) days after the date a complete application is filed.

4. *Conditional Approval and Denial.* If the City Manager or his/her designee or the Planning and Zoning Commission conditionally approves or denies the plat, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial. Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.
5. *Applicant Response to Conditional Approval or Denial.* After the conditional approval or denial of a plat, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Manager or his/her designee shall determine whether to approve or deny the applicant's response to the previously conditionally approved or denied plat~~is authorized to approve revisions required for conditional approval of the Final Plat. The City Manager or his/her designee may for any reason elect to present the applicant's response for approval to the Planning and Zoning Commission. If forwarded to the Commission by the City Manager or his/her designee, the Planning and Zoning Commission shall determine whether to approve or deny the applicant's previously conditionally approved or denied plat~~ Action shall be taken by the City Manager of his/her designee or the Planning and Zoning Commission no later than the fifteenth (15th) day after the date the response was submitted.

76. Appeal to Planning and Zoning Commission. Any decision to disapprove a plat made by the City Manager or his/her designee may be appealed to the Planning and Zoning Commission.

- D. *Criteria for Approval.* The ~~Planning and Zoning Commission~~ City Manager or his/her designee or the Commission in considering final action on a replat should consider the following criteria:
 1. the replat is consistent with all zoning requirements for the property, all other requirements of this UDC that apply to the plat, and any regulations contained in an approved Development Agreement;
 2. the replat is signed and acknowledged by only the owners of the property being replatted;
 3. a public hearing was held and parties in interest and citizens have had an opportunity to be heard, if applicable; and
 4. the replat does not attempt to amend or remove any covenants or restrictions.
- E. *Protests.* If the replat application meets the applicability requirements of Subsection C.2 above~~is accompanied by a variance petition~~ and is protested in accordance with this section, approval of the replat shall be presented by the City Manager or his/her designee to the Planning & Zoning Commission and shall require the affirmative vote of at least three-fourths (¾) of the members of the Planning and Zoning Commission present at the meeting to be approved. For a legal protest, written instruments signed by the owners of at least twenty percent (20%) of the area of the lots or land immediately adjoining the area covered by the replat application and extending 200 feet from that area, but within the original subdivision, must be filed with the Planning and Zoning Commission prior to the close of the public hearing. In computing the percentage of land area under this section, the area of streets and alleys shall be included.
- F. *Notification of Approval for Certain Replats.* If a proposed replat does not require a variance or exception but meets the applicability of either Subsections C.2.a.i or ii above, the municipality shall, not later than the 15th calendar day after the date the replat is approved, provide written notice by mail of the approval of the replat to each owner of a lot in the original subdivision that is within 200 feet of the lots to be replatted according to the most recent municipality or county tax roll. This subsection does not apply to a proposed replat if the Planning & Zoning Commission holds a public hearing and gives notice of the hearing in the manner provided by in Subsection C.2.b above.

1. The notice of a replat approval must include:

a. the zoning designation of the property after the replat; and

b. a telephone number and e-mail address an owner of a lot may use to contact the City about the replat.

FG. *Expiration and Extension.*

1. *Expiration.* The approval of a replat shall remain in effect for a period of two (2) years after the date the application was approved or conditionally approved by the ~~Planning and Zoning Commission~~ City Manager or his/her designee or the Planning and Zoning Commission, during which period the applicant shall submit any required revisions for approval and recordation of the plat. If the replat has not been recorded within the two (2) year period, the plat approval shall expire and the plat shall be deemed null and void.
2. *Extension.* At the request of the property owners or their representative, the expiration date for approval of a replat may be extended by the ~~Planning and Zoning Commission~~ City Manager or his/her designee ~~Planning and Zoning~~, if the request is forwarded by the City Manager or his/her designee, for a period not to exceed six (6) months. A replat is not subject to reinstatement following expiration.

GH. *Plat Recordation.* After approval of a Replat Plat and acceptance of required public improvements or execution of an Improvement Agreement pursuant to Sec. 21.4.15, if applicable, the applicant may submit all necessary items to the City to record the plat in the County Land Records. Upon receipt of the plat recording submittal and notification of acceptance of required public improvements or execution of an Improvement Agreement, the City Manager or his/her designee shall sign the plat and shall promptly cause the plat to be recorded. If the final plat was forwarded to the Commission, the City Manager or his/her designee shall procure the signature of the chair of the Planning and Zoning Commission on the plat and shall promptly cause the plat to be recorded.

(Ord. No. 18-S-04 , § 1(Exh. A), 1-23-2018; Ord. No. 19-S-22 , § 1(Exh. A), 9-3-2019)

PROPOSED REDLINES

Sec. 21.12.14. Vacating plat process.

- A. *Applicability.* The provisions of this section are authorized under LGC Chapter 212 and shall be applicable to all areas within the City's limits and throughout the City's ETJ. A vacating plat does not itself constitute approval for development of the property.
- B. *Application Requirements.* Any request for a vacating plat shall be accompanied by an application prepared in accordance with the Development Manual as well as an application for a replat.
- C. *Processing of Application and Decision.*
1. *Submittal.* An application for a vacating plat 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 shall forward a copy of the plat to other appropriate departments for review and recommendation. ~~After appropriate review, the City Manager or his/her designee shall forward a recommendation to the Planning and Zoning Commission for consideration.~~
 2. *Vacating Plat Approval.* ~~In accordance with LGC Section 212.0065XXX, the City Manager or his/her designee may approve a vacating plat. The City Manager or his/her designee shall act on the plat within thirty (30) days after the date a complete application is filed. The City Manager or his/her designee must approve a vacating plat that is required to be prepared in accordance with this section and that satisfies all applicable regulations of this UDC. The City Manager or his/her designee may approve with conditions or deny a vacating plat and/or replat that does not satisfy all applicable regulations of this UDC. The City Manager or his/her designee may, for any reason, elect to present the plat for approval to the Planning and Zoning Commission. The City Manager or his/her designee or Planning and Zoning Commission, shall act on the plat within thirty (30) days after the date a complete application is filed.~~
 3. *Conditional Approval and Denial.* If the ~~Commission~~ City Manager or his/her designee or the Planning and Zoning Commission conditionally approves or denies the plat, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial. Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.
 4. *Applicant Response to Conditional Approval or Denial.* After the conditional approval or denial of a plat, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Manager or his/her designee shall determine whether to approve or deny the applicant's response to the previously conditionally approved or denied plat ~~is authorized to approve revisions required for conditional approval of the Final Plat. The City Manager or his/her designee may for any reason elect to present the applicant's response for approval to the Planning and Zoning Commission. If forwarded to the Commission by the City Manager or his/her designee, the Planning and Zoning Commission shall determine whether to approve or deny the applicant's previously conditionally approved or denied plat~~ Action shall be taken by the City Manager of his/her designee or the Planning and Zoning Commission no later than the fifteenth (15th) day after the date the response was submitted.
 5. *Appeal to Planning and Zoning Commission.* Any decision to disapprove a plat made by the City Manager or his/her designee may be appealed to the Planning and Zoning Commission.
- D. *Criteria for Approval.* The City Manager or his/her designee or the Planning and Zoning Commission in considering final action on a vacating ~~re~~plat should consider the following criteria:

-
1. the vacating plat is consistent with all zoning requirements for the property, all other requirements of this UDC that apply to the plat, and any regulations contained in an approved Development Agreement;
 2. the vacating plat is signed and acknowledged by all owners of lots in the original plat.
- E. *Expiration and Extension.*
1. *Expiration.* The approval of a vacating plat shall remain in effect for a period of two (2) years after the date the application was approved or conditionally approved by the ~~Planning and Zoning Commission~~ City Manager or his/her designee or the Planning and Zoning Commission, during which period the applicant shall submit any required revisions for approval and recordation of the plat. If the vacating plat has not been recorded within the two (2) year period, the plat approval shall expire and the plat shall be deemed null and void.
 2. *Extension.* At the request of the property owners or their representative, the expiration date for approval of a vacating plat may be extended by the ~~Planning and Zoning Commission~~ City Manager or his/her designee or the Planning and Zoning Commission, if the request is forwarded by the City Manager or his/her designee, for a period not to exceed six (6) months. A vacating plat is not subject to reinstatement following expiration.
- F. *Recording Procedures.* After approval of a Vacating Plat and associated Replat, acceptance of required public improvements or execution of an Improvement Agreement pursuant to Sec. 21.4.15, if applicable, the applicant may submit all necessary items to the City to record the vacating plat and replat in the County Land Records. Upon receipt of the plat recording submittal and notification of acceptance of required public improvements or execution of an Improvement Agreement, the City Manager or his/her designee shall sign the plat and shall promptly cause the plat to be recorded. If the vacating plat and associated replat was forwarded to the Commission, the City Manager or his/her designee shall procure the signature of the chair of the Planning and Zoning Commission on the plat and shall promptly cause the plat to be recorded. No ~~Final Plat~~ vacating plat and associated replat will be received for recording until all back taxes owed to the City have been paid in full and a certified copy of a Tax Certificate from the applicable school district and county tax office has been received for the subject property.
- G. The City, at its discretion, shall have the right to retain all or specific portions of road right-of-way or easements shown on the plat being considered for vacation. However, the City shall consider a request for vacating a plat upon satisfactory conveyance of easements or right-of-way in a separate legal document using forms provided by the City Attorney's office.

(Ord. No. 19-S-22 , § 1(Exh. A), 9-3-2019)

Ord. 23-S-29

**UDC Amendments to Article 3 Boards, Commissions, and
Committees & Article 12 - Subdivisions**

Samuel Haas | SENIOR PLANNER

Background

Texas House Bill HB 3699

Effective September 1st, 2023

SECTION 6. Sections 212.0065(a) and (c), Local Government Code, are amended to read as follows:

(a) The governing body of a municipality or the municipal planning commission may delegate to one or more officers or employees of the municipality or of a utility owned or operated by the municipality the ability to approve, approve with conditions, or disapprove a plat [+

~~[(1) amending plats described by Section 212.016,~~

~~[(2) minor plats or replats involving four or fewer lots fronting on an existing street and not requiring the creation of any new street or the extension of municipal facilities; or~~

~~[(3) a replat under Section 212.0145 that does not require the creation of any new street or the extension of municipal facilities].~~

Currently...

City of Schertz Plat Approval Authority	
<u>Planning and Zoning Commission</u>	<u>City Staff</u>
Preliminary Plat	Amending Plat
Final Plat	Minor Plat
Replat	
Plat Waivers	
Subdivision Master Plans	

Preliminary/Final Plat Process

Preliminary Plat Development Team Certifications

Certification Review Timeframe:
Original application = 90 days
Resubmittal = 30 days

*Required if parkland is dedicated and
the subject property does not have an
approved MDP.

Preliminary Plat
Public Works
Department Certification

Preliminary Plat
Engineering
Department Certification

Preliminary Plat
Fire
Department Certification

Preliminary Plat
Planning
Department Certification

Preliminary Plat
Parks & Rec
Department Certification*

Preliminary Plat Application

Plat Application Timeframe:
Maximum time between plat
application filing and P&Z
Meeting = 30 days

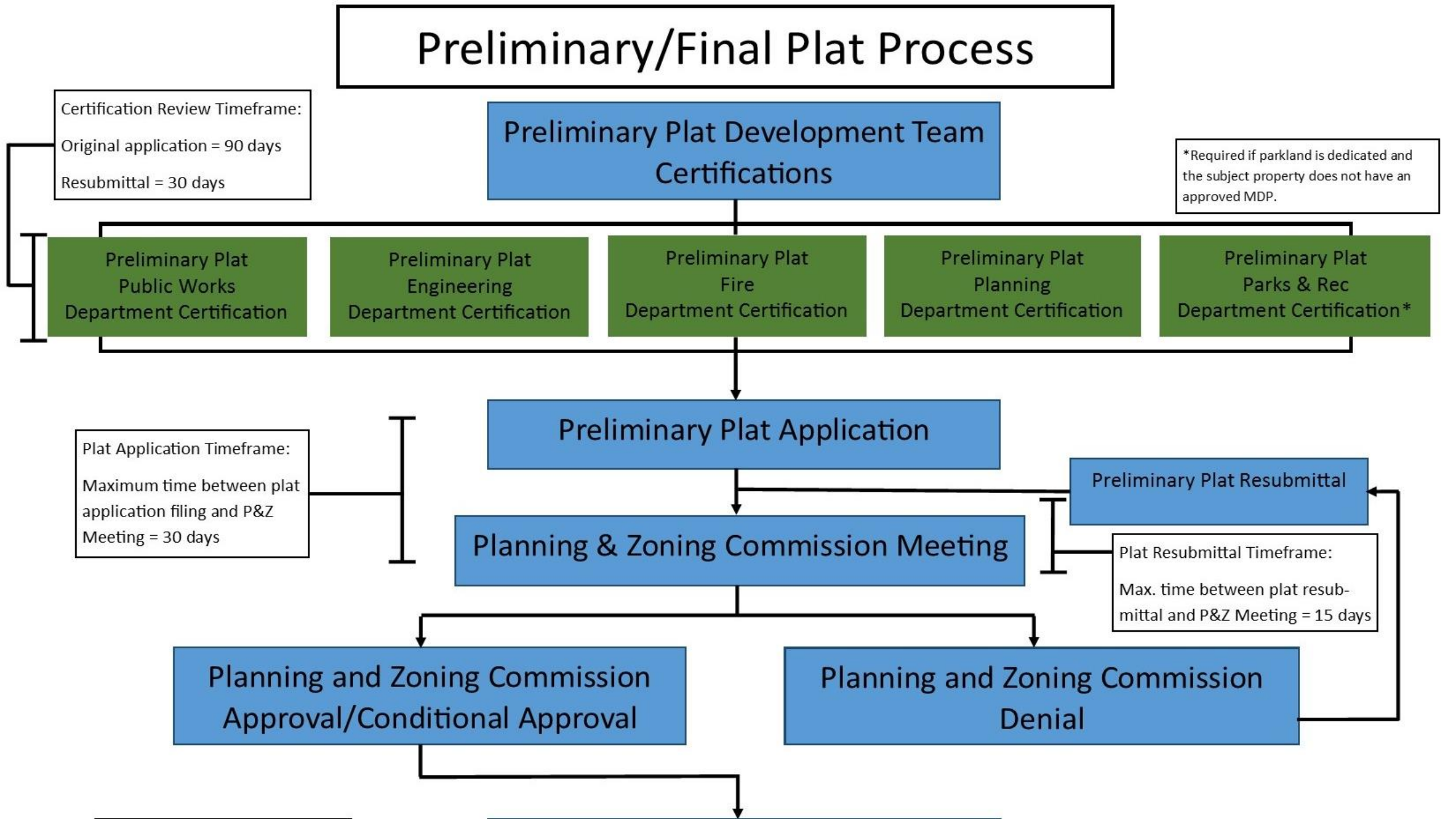
Planning & Zoning Commission Meeting

Preliminary Plat Resubmittal

Plat Resubmittal Timeframe:
Max. time between plat resub-
mittal and P&Z Meeting = 15 days

Planning and Zoning Commission
Approval/Conditional Approval

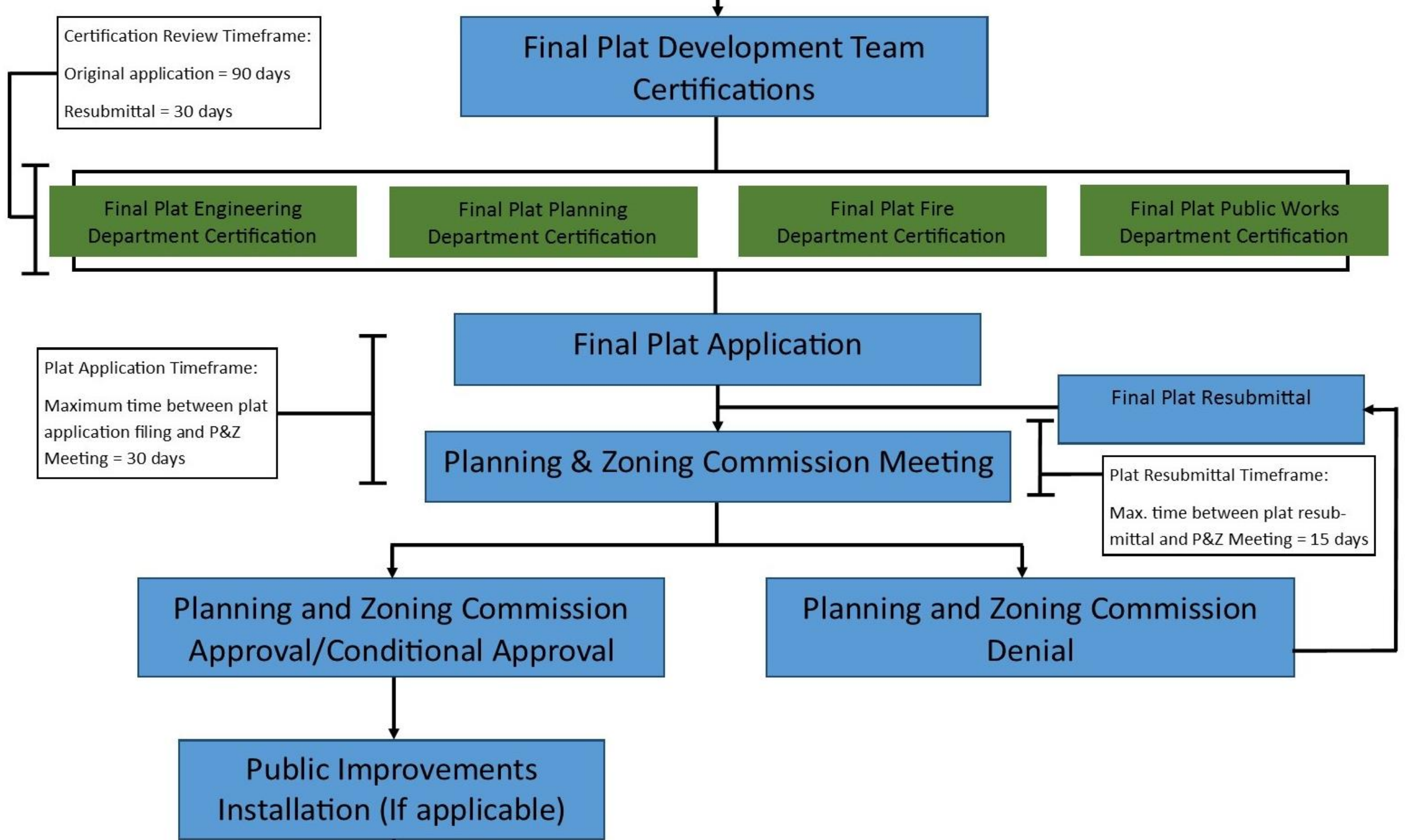
Planning and Zoning Commission
Denial



Platting Process

Certification → “Formal”:

- Preliminary Plat Certification
 - Staff Development Team review
 - Certification letters
- “Formal” Preliminary Plat Application
 - Certification letters required
 - Fee is assessed
 - Shot clock begins
 - P&Z date is selected (2nd and 4th Wednesday)
 - Staff prepares agenda, staff report, and presentation
- Planning and Zoning Agenda/Individual Discussion Item
 - Upon approval applicant is ready for Final Plat process



Platting Process

Certification → “Formal”:

- **Final Plat Certification**
 - **Staff Development Team review**
 - **Certification letters**
- **“Formal” Final Plat Application**
 - **Certification letters required**
 - **Fee is assessed**
 - **Shot clock begins**
 - **P&Z date is selected (2nd and 4th Wednesday)**
 - **Staff prepares agenda, staff report, and presentation**
- **Planning and Zoning Agenda/Consent Item**
 - **Upon approval applicant is ready for recordation**
- **Recordation process**
 - **Acquires tax certificates & prepares payment for county**
 - **Gets necessary signatures**
 - **Turns into city for staff to record at county**
 - **Public Improvements?**

Platting Process

Certification → “Formal”:

- Process is the same for Replat and Vacating Plat
- Process is the same for Minor Plats and Amending Plats, **EXCEPT:**
 - **UDC allows administrative authority for approval i.e. Staff approves these plats currently**
 - **Aligns with previous state law in the Local Government Code (LGC)**

In Practice...

- **Texas Local Government Code (LGC) Section 212.005(a) states the following:**
 - **"The municipal authority responsible for approving plats must approve a plat or replat that is required to be prepared under this subchapter and that satisfies the requirements of this subchapter."**
- **What does this mean?**
 - **Neither Staff nor The Planning and Zoning Commission can deny a plat if it meets all the requirements**
 - **Staff Development Team ensures all requirements are met prior to presenting to The Commission**
 - **Bringing plat before the Planning and Zoning Commission is largely procedural**

In Practice...

- Adds time and effort to the development process
 - Strict submittal calendar due to P&Z meeting only 2nd and 4th Wednesdays.
 - Consideration/action within state mandated shot-clock (30 days)

<i>New Submittal</i>	<i>Resubmittal / Revised Submittal</i>
October 2023	
Tuesday, October 10, 2023	Thursday, October 12, 2023
Tuesday, October 31, 2023	
November 2023	
	Thursday, November 2, 2023
Tuesday, November 28, 2023	Thursday, November 30, 2023
December 2023	
Tuesday, December 5, 2023	

- Required for both Preliminary Plats and Final Plats
- Staff –
 - organizes the agendas
 - Compiles staff reports for each plat
 - Prepares presentations for P&Z meetings
- For all plats (whether they are for individual consideration or consent)

Proposal

- Staff is proposing to amend the Unified Development Code to give administrative approval authority for all subdivision plats with amendments to the following sections
- **Amendments to Article 3:**
 - **UDC Section 21.3.3 Planning and Zoning Commission**
 - **UDC Section 21.3.5 Administrative Authority**
- **Amendments to Article 12:**
 - **UDC Section 21.12.2 General Provisions**
 - **UDC Section 21.12.8 Preliminary Plat Process**
 - **UDC Section 21.12.10 Final Plat Process**
 - **UDC Section 21.12.13 Replat Process**
 - **UDC Section 21.12.14 Vacating Plat Process**

Article 3

- UDC Section 21.3.3 Planning and Zoning Commission

2. The Planning and Zoning Commission shall have final approval authority on the following applications:
 - a. Subdivision Master Plan, if forwarded by the City Manager or his/her designee.
 - b. Site Plan; if forwarded by the City Manager or his/her designee.
 - c. preliminary plat; if forwarded by the City Manager or his/her designee.
 - d. final plat; if forwarded by the City Manager or his/her designee.
 - e. amending plat; if forwarded by the City Manager or his/her designee.
 - f. minor plat; if forwarded by the City Manager or his/her designee.
 - g. replat; if forwarded by the City Manager or his/her designee and
 - h. waivers relating to Article 12, Subdivisions.

Article 3

- UDC Section 21.3.5 Administrative Authority

2. The City Manager or his/her designee shall have ~~final~~ approval authority on the following applications:
 - a. a preliminary plat, as authorized by this UDC and LGC Section 212.0065. However, the City Manager or his/her designee may forward the plat to the Planning and Zoning Commission for approval;
 - b. a final plat, as authorized by this UDC and LGC Section 212.0065. However, the City Manager or his/her designee may forward the plat to the Planning and Zoning Commission for approval;
 - c. a replat, as authorized by this UDC and LGC Section 212.0065. However, the City Manager or his/her designee may forward the plat to the Planning and Zoning Commission for approval;
 - ~~ad.~~ a minor plat, as authorized by this UDC and LGC Section 212.0065. However, the City Manager or his/her designee may forward the plat to the Planning and Zoning Commission for approval;
 - ~~ae.~~ an amending plat, as authorized by this UDC, and LGC Section 212.0065. However, the City Manager or his/her designee may forward the plat to the Planning and Zoning Commission for approval;
 - ~~ef.~~ a Certificate of Determination, as authorized by this UDC and LGC Section 212.0115. However, the City Manager or his/her designee may forward the request to the Planning and Zoning Commission for determination;
 - ~~eg.~~ a site plan, as authorized by this UDC. However, the City Manager or his/her designee may forward a site plan to the Planning and Zoning Commission for approval; and
 - ~~eh.~~ other applications as authorized by this UDC.

Article 12

- UDC Section 21.12.2.I General Provisions

Disapproval of a plat by the City Manager or his/her designee or the Planning and Zoning Commission shall be deemed a refusal by the City to accept the offered dedications shown thereon. Approval of a plat shall not impose any duty upon the City concerning the maintenance or improvement of any such dedicated parts until the proper authorities of the City have actually appropriated the same by entry, use, or improvement. Any such dedication, before or after actual appropriation may be vacated by the City in any manner provided by law.

Article 12

- UDC Section 21.12.8 Preliminary Plat Process

C. *Processing of Application and Decision.*

1. *Submittal.* An application for a Preliminary Plat 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 shall forward a copy of the plat to other appropriate departments for review and recommendation. ~~After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the Planning and Zoning Commission for consideration.~~
2. *Preliminary Plat Approval.* In accordance with LGC Section 212.0065, the City Manager or his/her designee may approve a preliminary plat. ~~The City Manager or his/her designee shall act on the plat within thirty (30) days after the date a complete application is filed. The City Manager or his/her designee must approve a preliminary plat that is required to be prepared in accordance with this section and that satisfies all applicable regulations of this UDC. The City Manager or his/her designee may approve with conditions or deny a preliminary plat that does not satisfy all applicable regulations of this UDC. The City Manager or his/her designee may, for any reason, elect to present the plat for approval to the Planning and Zoning Commission. The City Manager or his/her designee or Planning and Zoning Commission, shall act on the plat within thirty (30) days after the date a complete application is filed.~~
3. *Conditional Approval and Denial.* If the ~~Commission~~ City Manager or his/her designee or the Planning and Zoning Commission conditionally approves or denies the plat, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial. Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.
4. *Applicant Response to Conditional Approval or Denial.* After the conditional approval or denial of a plat, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Manager or his/her designee shall determine

Article 12

- UDC Section 21.12.8 Preliminary Plat Process

whether to approve or deny the applicant's response to the previously conditionally approved or denied plat is authorized to approve revisions required for conditional approval of the Preliminary Plat. The City Manager or his/her designee may for any reason elect to present the applicant's response for approval to the Planning and Zoning Commission. ~~If forwarded to the Commission by the City Manager or his/her designee, the Planning and Zoning Commission shall determine whether to approve or deny the applicant's previously denied plat or conditionally approved, if forwarded to the commission by the City Manager or his/her designee,~~ Action shall be taken by the City Manager of his/her designee or the Planning and Zoning Commission no later than the fifteenth (15th) day after the date the response was submitted.

5. *Acceptance of Preliminary Plat.* Approval of a Preliminary Plat by the ~~Planning and Zoning Commission City Manager or his/her designee or the~~ Planning and Zoning Commission shall be deemed as an expression of the approval of the layout submitted on the plat as a guide to the final design of streets, water, sewer and other required improvements and utilities and to the preparation of a final plat in accordance with the requirements of this UDC.

~~76.~~ Appeal to Planning and Zoning Commission. Any decision to disapprove a plat made by the City Manager or his/her designee may be appealed to the Planning and Zoning Commission.

- D. *Criteria for Approval.* The ~~Planning and Zoning Commission City Manager or his/her designee or the~~ Planning and Zoning Commission, in considering final action on a Preliminary Plat, should consider the following criteria:

Article 12

- UDC Section 21.12.8 Preliminary Plat Process

E. *Expiration and Extension.*

1. *Expiration.* The approval of a Preliminary Plat shall remain in effect for a period of two (2) years after the date the application was approved or conditionally approved by the ~~Planning and Zoning Commission~~City Manager or his/her designee or the Planning & Zoning Commission, during which period the applicant shall submit and receive approval for a final plat for any portion of the land subject to the Preliminary Plat. If a final plat has not been approved within the two (2) year period, the Preliminary Plat approval, unless extended, shall expire and the plat shall be null and void.
2. *Extension.* At the request of the property owners or their representative, the expiration date for approval of a Preliminary Plat may be extended by the ~~Planning and Zoning Commission~~City Manager or his/her designee ~~Planning and Zoning, if the request is forwarded by the City Manager or his/her designee~~for a period not to exceed six (6) months. A Preliminary Plat is not subject to reinstatement following expiration.

Proposal

- Staff will leave final authority for waivers to the platting requirements in the UDC to the Planning and Zoning Commission
- Staff will also allow any appeals that come from this process to go before the Planning and Zoning Commission as well
- Staff believes these discretionary items would be more appropriate before an appointed body such as the Planning and Zoning Commission
- Staff is also leaving the option in to forward any plat to the Planning and Zoning commission for final authority.

Proposal

City of Schertz Plat Approval Authority	
<u>Planning and Zoning Commission</u>	<u>City Staff</u>
Plat Waivers	Amending Plat
	Minor Plat
	Preliminary Plat
	Final Plat
	Replat
	Subdivision Master Plan

Proposal

Planning and Zoning Commission	
<u>Final Authority</u>	<u>Recommendation</u>
Plat Waivers	Specific Use Permit
Appeals	Zoning
	UDC Amendments
	Comp Plan Amendments
	Plan Adoption (e.g. Comp Plan, Sector Plan)
	Select Development Agreements

Recommendation

- The amendments would help eliminate the procedural requirement of bringing plats to the Commission for effectively automatic approval.
- The amendments would make our development process more streamlined, efficient, and cost-effective for both property owners/applicants and for the city.
- Therefore, staff recommends approval of the amendments to the Unified Development Code (UDC) as proposed and discussed.
- On October 11, 2023, the Planning & Zoning Commission conducted a public hearing and made a recommendation of approval as presented
- On November 14, 2023 City Council voted to approve the ordinance as presented unanimously 6-0.

COMMENTS & QUESTIONS

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: Engineering
Subject: Resolution 23-R-108 – Approving the language set forth in a Project Utility Adjustment Agreement and a Utility Adjustment Agreement Amendment for the IH 35 Nex-Central Project. (B.James/K.Woodlee/E.Schulze)

BACKGROUND

The Texas Department of Transportation (TxDOT) is working on a project to widen the right of way and paving of IH 35 in the City of Schertz. Alamo NEX Construction (ANC) is the Design Build Contractor for utility relocations for the IH 35 NEX-Central Project.

ANC has requested that the City approve the language in the attached Project Utility Adjustment Agreement (PUAA) and Utility Adjustment Agreement Amendment (UAAA) should it be determined that City utilities require relocation.

These agreements would allow ANC to perform the design and relocation on behalf of the City.

There will be no fiscal impact to the City as TxDOT is guaranteeing the project and recovery of any expenses to the City as this is a federal interstate project. No betterment of City utilities is anticipated with this project.

GOAL

The goal of Resolution 23-R-108 is to approve the language set forth in the PUAA and UAAA.

COMMUNITY BENEFIT

The approval of the language in these agreements would allow ANC to contract with the City in a more efficient manner should City utilities be determined to be in conflict with the TxDOT project.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that the City Council approve Resolution 23-R-108, approving language in a PUAA and a UAAA, for the IH 35 NEX-Central Project.

RECOMMENDATION

Approve Resolution 23-R-108.

Attachments

Resolution 23 R 108 with attachments

RESOLUTION NO. 23-R-108

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING THE LANGUAGE SET FORTH IN A PROJECT UTILITY ADJUSTMENT AGREEMENT AND A UTILITY ADJUSTMENT AGREEMENT AMENDMENT, FOR THE IH 35 NEX-CENTRAL PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City approve language set forth in a Project Utility Adjustment Agreement (PUAA) and a Utility Adjustment Agreement Amendment (UAAA) should water and/or wastewater relocations be necessary as part of the IH 35 NEX-Central Project; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Alamo NEX Construction (ANC), should water and/or wastewater relocations be necessary, for the design build services as described in the Project Agreement attached hereto. (the “Agreement”).

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

Section 1. The City Council hereby approves the language in the PUAA with ANC, as set forth on Attachment 1.

Section 2. The City Council hereby approves the language in the UAAA with ANC, as set forth on Attachment 2.

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

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

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

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

Section 7. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject

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

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

PASSED AND ADOPTED, this ____ day of _____, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

ATTACHMENT 1

PROJECT UTILITY ADJUSTMENT AGREEMENT



County: Bexar/Guadalupe
ROW CSJ No.: 0016-07-133/0016-06-114
Const. CSJ No.: 0016-07-113/0016-06-047
Highway: I-35, Loop 1604, I-410
Fed. Proj. No.: F 2022(076)
Limits: IH-410 N to Guadalupe/Bexar
County Line/
Guadalupe/Bexar County Line to
FM 3009

**PROJECT UTILITY ADJUSTMENT AGREEMENT
(DB Contractor-Managed)**

Agreement No.: 35-U-0517

THIS AGREEMENT, by and between Alamo NEX Construction, LLC, hereinafter identified as the “**DB Contractor**” and City Of Schertz, hereinafter identified as the “**Owner**”, is as follows:

WITNESSETH

WHEREAS, the STATE OF TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as “TxDOT”, is authorized to design, construct, operate, maintain, and improve projects as part of the state highway system throughout the State of Texas, all in conformance with the applicable provisions of Chapters 201, 203, 222, 223, 224 and 228 of the Texas Transportation Code, as amended; and

WHEREAS, TxDOT proposes to construct a project identified as I-35 Nex Central Project (the “Project”) and classified as either Interstate, Toll or Traditional (meaning eligibility based on existing compensable interest in the land occupied by the facility to be relocated within the proposed highway right of way limits) as indicated below (*check one (1) box*). Reimbursement will be authorized by the type of project selected below in conformance with §203.092 of the Transportation Code,

- ☐ Interstate
- ☐ Toll
- ☐ Traditional

; and

WHEREAS, pursuant to that certain Design-Build Contract (“DBC”) by and between TxDOT and the DB Contractor with respect to the Project, the DB Contractor has undertaken the obligation to design, construct, finance, operate and maintain the Project and adhere to all requirements in the DBC; and

WHEREAS, the DB Contractor’s duties pursuant to the DBC include causing the relocation, removal or other necessary adjustment of existing Utilities impacted by the Project (collectively, “Adjustment”), subject to the provisions herein; and

WHEREAS, the Project may receive Federal funding, financing and/or credit assistance; and



WHEREAS, the DB Contractor has notified the Owner that certain of its facilities and appurtenances (the “Owner Utilities”) are in locational conflict with the Project (and/or with the Ultimate Configuration of the Project), and the Owner has requested that the DB Contractor undertake the Adjustment of the Owner Utilities as necessary to accommodate the Project (and the Ultimate Configuration) and the Owner agrees that the “Project” will be constructed in accordance with §203.092 of the Texas Transportation Code, as amended, and 23 CFR 645 Subpart A (Utility Relocations, Adjustments and Reimbursement); and

WHEREAS, the Owner Utilities and the proposed Adjustment of the Owner Utilities are described as follows *[insert below a description of the affected facilities (by type, size and location) as well as a brief description of the nature of the Adjustment work to be performed (e.g., “adjust 12” waterline from approximately Highway Station 100+00 to approximately Highway Station 200+00)]*:

____; and

WHEREAS, the Owner recognizes that time is of the essence in completing the work contemplated herein; and

WHEREAS, the DB Contractor and the Owner desire to implement the Adjustment of the Owner Utilities by entering into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the DB Contractor and the Owner agree as follows:

1. **Preparation of Plans.** *[Check one (1) box that applies:]*

- ☐ The DB Contractor has hired engineering firm(s) acceptable to the Owner to perform all engineering services needed for the preparation of plans, required specifications, and cost estimates, attached hereto as Exhibit A (collectively, the “Plans”), for the proposed Adjustment of the Owner Utilities. The DB Contractor represents and warrants that the Plans conform to the most recent Utility Accommodation Rules issued by the Texas Department of Transportation (“TxDOT”), as set forth in 43 Texas Administrative Code Part 1, Chapter 21, Subchapter C, *et seq.* (the “UAR”). By its execution of this Agreement or by the signing of the Plans, the Owner hereby approves and confirms that the Plans are in compliance with the “standards” described in Paragraph 3(a)(4).
- ☐ The Owner has provided plans, required specifications and cost estimates, attached hereto as Exhibit A (collectively, the “Plans”), for the proposed Adjustment of the Owner Utilities. The Owner represents and warrants that the Plans conform to the most recent Utility Accommodation Rules issued by the Texas Department of Transportation (“TxDOT”), as set forth in 43 Texas Administrative Code Part 1, Chapter 21, Subchapter C, *et seq.* (the “UAR”). By its execution of this Agreement, the DB Contractor and the Owner hereby approve the Plans. The Owner also has provided to the DB Contractor a Utility plan view map illustrating the location of existing and proposed Utility facilities on the DB Contractor’s right of way map of the Project. With regard to its preparation of the Plans, the Owner represents as follows *[check one (1) box that applies]*:



- ☐ The Owner's employees were utilized to prepare the Plans, and the charges therefore do not exceed the Owner's typical costs for such work.
- ☐ The Owner utilized consulting engineers to prepare the Plans, and the fees for such work are not based upon a percentage of construction costs. Further, such fees encompass only the work necessary to prepare the Plans for Adjustment of the Owner Utilities described herein, and do not include fees for work done on any other project. The fees of the consulting engineers are reasonable and are comparable to the fees typically charged by consulting engineers in the locale of the Project for comparable work for the Owner.

2. **Review by TxDOT.** The parties hereto acknowledge and agree as follows:

- (a) Upon execution of this Agreement by the DB Contractor and the Owner, the DB Contractor will submit this Agreement, together with the attached Plans, to TxDOT for its review and approval as part of a package referred to as a "Utility Assembly". The parties agree to cooperate in good faith to modify this Agreement and/or the Plans, as necessary and mutually acceptable to all parties, to respond to any comments made by TxDOT thereon. Without limiting the generality of the foregoing:
 - (1) The Owner agrees to respond (with comment and/or acceptance) to any modified Plans and/or Agreement prepared by the DB Contractor in response to TxDOT comments within **14 Business Days** after receipt of such modifications; and
 - (2) If the Owner originally prepared the Plans, the Owner agrees to modify the Plans in response to TxDOT comments and to submit such modified Plans to the DB Contractor for its comment and/or approval (and re-submittal to TxDOT for its comment and/or approval) within **14 Business Days** after receipt of TxDOT's comments.

The Owner's failure to timely respond to any modified Plans submitted by the DB Contractor pursuant to this paragraph shall be deemed the Owner's approval of same. If the Owner fails to timely prepare modified Plans which are its responsibility hereunder, then the DB Contractor shall have the right to modify the Plans for the Owner's approval as if the DB Contractor had originally prepared the Plans. The process set forth in this paragraph will be repeated until the Owner, the DB Contractor and TxDOT have all approved this Agreement and the Plans.

- (b) The parties hereto acknowledge and agree that TxDOT's review, comments and approval of a Utility Assembly or any component thereof shall constitute TxDOT's approval of the location and manner in which a Utility Assembly will be installed, adjusted, or relocated within the State Highway right of way (the "ROW"), subject to the DB Contractor and the Owner's satisfactory performance of the Adjustment work in accordance with the approved Plans. TxDOT has no duty to review Owner Utilities or components for their quality or adequacy to provide the intended Utility service.



3. **Design and Construction Standards.**

- (a) All design and construction performed for the Adjustment work which is the subject of this Agreement shall comply with and conform to the following:
 - (1) All applicable local and State Laws, regulations, decrees, ordinances and policies, including the UAR, the *Utility Manual* issued by TxDOT (to the extent its requirements are mandatory for the Utility Adjustment necessitated by the Project, as communicated to the Owner by the DB Contractor or TxDOT), the requirements of the DBC, and the policies of TxDOT;
 - (2) All Federal Laws, regulations, decrees, ordinances and policies applicable to projects receiving Federal funding, financing and/or credit assistance, including without limitation, 23 CFR 645 Subpart A and B; and the Buy America provisions of 23 U.S.C. §313 and 23 CFR 635.410. The Utility Owner shall supply, upon request by the DB Contractor or TxDOT, proof of compliance with the aforementioned Laws, rules and regulations prior to the commencement of construction;
 - (3) The terms of all governmental permits or other approvals, as well as any private approvals of third parties necessary for such work;
 - (4) The standard specifications, standards of practice, and construction methods (collectively, "standards") which the Owner customarily applies to Utility facilities comparable to the Owner Utilities that are constructed by the Owner or for the Owner by its contractors at the Owner's expense, which standards are current at the time this Agreement is signed by the Owner, and which the Owner has submitted to the DB Contractor in writing; and
 - (5) Owner agrees that all service meters must be placed outside of the State ROW.
- (b) Such design and construction also shall be consistent and compatible with:
 - (1) The DB Contractor's current design and construction of the Project;
 - (2) The Ultimate Configuration for the Project; and
 - (3) Any other Utilities being installed in the same vicinity.

The Owner acknowledges receipt of Project plans and Ultimate Configuration documents from the DB Contractor as necessary to comply with the foregoing. In case of any inconsistency among any of the standards referenced in this Agreement, the most stringent standard shall apply.

- (c) The plans, specifications, and cost estimates contained in Exhibit A shall identify and detail all Utility facilities that the Owner intends to abandon in place rather than remove, including material type, quantity, size, age and condition. No facilities containing hazardous or contaminated materials may be abandoned, but shall be specifically identified and removed in accordance with the requirements of subparagraph (a). It is understood and agreed that the DB



Contractor shall not pay for the assessment and remediation or other corrective action relating to soil and ground water contamination caused by the Utility facility prior to the removal.

4. **Responsibility for Costs of Adjustment Work.** With the exception of any Betterment (hereinafter defined), the parties shall allocate the cost of any Adjustment between themselves as identified in Exhibit A and in accordance with §203.092 of the Texas Transportation Code. An allocation percentage may be determined by application of an eligibility ratio, if appropriate, as detailed in Exhibit A.

5. **Construction by the DB Contractor.**

- (a) The Owner hereby requests that the DB Contractor perform the construction necessary to adjust the Owner Utilities and the DB Contractor hereby agrees to perform such construction. All construction work hereunder shall be performed in a good and workmanlike manner, and in accordance with the Plans (except as modified pursuant to Paragraph 16).
- (b) The DB Contractor shall retain such contractor or contractors as are necessary to adjust the Owner Utilities.
- (c) The DB Contractor shall obtain all permits necessary for the construction to be performed by the DB Contractor hereunder, and the Owner shall cooperate in that process as needed.

6. **Reimbursement of Owner's Indirect Costs.**

- (a) DB Contractor agrees to reimburse the Owner its share, if applicable, of the Owner's indirect costs (e.g., engineering, inspection, testing, ROW) as identified in Exhibit A. When requested by the Owner, monthly progress payments will be made. The monthly payment will not exceed 90% of the estimated indirect work done to date. Once the indirect work is complete, final payment of the eligible indirect costs will be made. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.
- (b) The Owner's indirect costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below [*check only one (1) box*]:

☐

(1) Actual related indirect costs accumulated in accordance with:

- (i) A work order accounting procedure prescribed by the applicable Federal or State regulatory body, or
- (ii) Established accounting procedure developed by the Owner and which the Owner uses in its regular operations

*(either (i) or (ii) referred to as "**Actual Cost**"), OR*

☐

(2) The agreed sum of \$_____ ("**Agreed Sum**") as supported by the analysis of the Owner's estimated costs attached hereto as part of Exhibit A.

- (c) All indirect costs charged to the DB Contractor by the Owner shall be reasonable and shall be computed using rates and schedules not exceeding those applicable to similar work performed by or for the Owner at the Owner's expense. The DB Contractor's performance of the



Adjustment work hereunder and payment of the DB Contractor's share of the Owner's costs pursuant to this Agreement, if applicable, shall be full compensation to the Owner for all costs incurred by the Owner in adjusting the Owner Utilities (including without limitation, costs of relinquishing and/or acquiring right of way).

7. **Advancement of Funds by Owner for Construction Costs.**

- (a) Advancement of Owner's share, if any, of estimated costs, Exhibit A shall identify all estimated engineering and construction-related costs, including labor, material, equipment and other miscellaneous construction items. Exhibit A shall also identify the Owner's and DB Contractor's respective shares of the estimated costs. The Owner shall advance to the DB Contractor its allocated share, if any, of the estimated costs for construction and engineering work to be performed by the DB Contractor, in accordance with the following terms:

- ☐ The Adjustment of the Owner's Utilities does not require advancement of funds.
- ☐ The Adjustment of the Owner's Utilities does require advancement of funds and the terms agreed to between the DB Contractor and the Owner are listed below.

[Insert terms of advance funding to be agreed between DB Contractor and Owner]

- (b) Adjustment Based on Actual Costs or Agreed Sum

[Check the one (1) appropriate provision, if advancement of funds is required]:

- ☐ The Owner is responsible for its share of the DB Contractor's actual cost for the Adjustment, including the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Agreement, (i) the Owner shall pay to the DB Contractor the amount, if any, by which the actual cost of the Betterment (as determined in Paragraph 9(b)) *plus* the actual cost of Owner's share of the Adjustment (based on the allocation set forth in Exhibit A) exceeds the estimated cost advanced by the Owner, or (ii) the DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable.
- ☐ The Agreed Sum is the agreed and final amount due for the Adjustment, including any Betterment, under this Agreement. Accordingly, no adjustment (either up or down) of such amount shall be made based on actual costs.

8. **Invoices.** On invoices prepared by either the Owner or the DB Contractor, all costs developed using the "Actual Cost" method described in Paragraph 6(b)(1) shall be itemized in a format allowing for comparisons to the approved estimates, including listing each of the services performed, the amount of time spent and the date on which the service was performed. The original and three (3) copies of each invoice, together with (i) such supporting information to substantiate all invoices as reasonably requested, and (ii) such waivers and releases of liens as the other party may reasonably require, shall be submitted to the other party at the address for notices stated in Paragraph 21, unless otherwise directed pursuant to Paragraph 22.



The Owner and the DB Contractor shall make commercially reasonable efforts to submit final invoices no later than 120 days after completion of work. The Owner and the DB Contractor hereby acknowledge and agree that any costs not submitted to the other party within 12 months following completion of all Adjustment work to be performed by the parties pursuant to this Agreement shall be deemed to have been abandoned and waived.

9. **Betterment and Salvage.**

(a) For purposes of this Agreement, the term “Betterment” means any upgrading of an Owner Utility being adjusted that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Owner, including but not limited to an increase in the capacity, capability, efficiency or function of the adjusted Utility over that provided by the existing Utility or an expansion of the existing Utility; *provided, however*, that the following are not considered Betterments:

- (1) Any upgrading which is required for accommodation of the Project;
- (2) Replacement devices or materials that are of equivalent standards although not identical;
- (3) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size;
- (4) Any upgrading required by applicable Laws, regulations or ordinances;
- (5) Replacement devices or materials which are used for reasons of economy (e.g., non-stocked items that may be uneconomical to purchase); or
- (6) Any upgrading required by the Owner’s written “standards” meeting the requirements of Paragraph 3(a)(4) and deemed to be of direct benefit to the Project.

[Include the following for fiber optic Owner Utilities only:] Extension of an adjustment to the nearest splice boxes shall not be considered a Betterment if required by the Owner in order to maintain its written telephony standards.

(b) It is understood and agreed that the DB Contractor shall not pay for any Betterments and that the Owner shall be solely responsible therefor. No Betterment may be performed hereunder which is incompatible with the Project or the Ultimate Configuration or which cannot be performed within the other constraints of applicable Law, any applicable governmental approvals, including without limitation the scheduling requirements thereunder.

Accordingly, the parties agree as follows [*check the one (1) box that applies, and complete if appropriate*]:

- ☐ The Adjustment of the Owner Utilities pursuant to the Plans does not include any Betterment.



- ☐ The Adjustment of the Owner Utilities pursuant to the Plans includes a Betterment to the Owner Utilities by reason of *[Insert explanation, e.g. "replacing 12" pipe with 24" pipe]*: _____.

The DB Contractor has provided to the Owner comparative estimates for (i) all work to be performed by the DB Contractor pursuant to this Agreement, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the Owner. The estimated cost of the DB Contractor's work hereunder which is attributable to Betterment is \$_____, calculated by *subtracting* (ii) from (i). The percentage of the total cost of the DB Contractor's work hereunder which is attributable to Betterment is _____%, calculated by *subtracting* (ii) from (i), which remainder is *divided* by (i).

- (c) If Paragraph 9(b) identifies Betterment, the Owner shall advance to the DB Contractor, at least **14 Business Days** prior to the date scheduled for commencement of construction for Adjustment of the Owner Utilities, the estimated cost attributable to Betterment as set forth in Paragraph 9(b). Should the Owner fail to advance payment to the DB Contractor **14 Business Days** prior to commencement of the Adjustment construction, the DB Contractor shall have the option of commencing and completing (without delay) the Adjustment work without installation of the applicable Betterment. *[If Paragraph 9(b) identifies Betterment, check the one (1) appropriate provision]:*

- ☐ The estimated cost stated in Paragraph 9(b) is the agreed and final amount due for Betterment hereunder, and accordingly no adjustment (either up or down) of such amount shall be made based on actual costs.

- ☐ The Owner is responsible for the DB Contractor's actual cost for the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Agreement, (i) the Owner shall pay to the DB Contractor the amount, if any, by which the actual cost of the Betterment (determined as provided below in this paragraph) exceeds the estimated cost advanced by the Owner, or (ii) the DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable. Any additional payment by the Owner shall be due within **60 calendar days** after the Owner's receipt of the DB Contractor's invoice therefor, together with supporting documentation; any refund shall be due within **60 calendar days** after completion of the Adjustment work hereunder. The actual cost of Betterment incurred by the DB Contractor shall be calculated by *multiplying* (i) the Betterment percentage stated in Paragraph 9(b), by (ii) the actual cost of all work performed by the DB Contractor pursuant to this Agreement (including work attributable to the Betterment), as invoiced by the DB Contractor to the Owner.

- (d) If Paragraph 9(b) identifies Betterment, the amount allocable to Betterment in the Owner's indirect costs shall be determined by applying the percentage of the Betterment calculated in Paragraph 9(b) to the Owner's indirect costs. The Owner's invoice to the DB Contractor for the DB Contractor's share of the Owner's indirect costs, shall credit the DB Contractor with any Betterment amount determined pursuant to this Paragraph 9(d).

- (e) For any Adjustment from which the Owner recovers any materials and/or parts and retains or sells the same, after application of any applicable Betterment credit, the Owner's invoice to the



DB Contractor for its costs shall credit the DB Contractor with the salvage value for such materials and/or parts.

- (f) The determinations and calculations of Betterment described in this Paragraph 9 shall exclude right of way acquisition costs. Betterment in connection with right of way acquisition is addressed in Paragraph 15.
- 10. **Management of the Adjustment Work.** The DB Contractor will provide project management during the Adjustment of the Owner Utilities.
- 11. **Utility Investigations.** At the DB Contractor's request, the Owner shall assist the DB Contractor in locating any Utilities (including appurtenances) which are owned and/or operated by the Owner and may be impacted by the Project. Without limiting the generality of the foregoing, in order to help assure that neither the adjusted Owner Utilities nor existing, unadjusted Utilities owned or operated by the Utility Owner are damaged during construction of the Project, the Owner shall mark in the field the location of all such Utilities horizontally on the ground in advance of Project construction in the immediate area of such Utilities.
- 12. **Inspection and Acceptance by the Owner.**
 - (a) Throughout the Adjustment construction hereunder, the Owner shall provide adequate inspectors for such construction. The work shall be inspected by the Owner's inspector(s) at least once each working day, and more often if such inspections are deemed necessary by Owner. Further, upon request by the DB Contractor or its Subcontractors, the Owner shall furnish an inspector at any reasonable time in which construction is underway pursuant to this Agreement, including occasions when construction is underway in excess of the usual 40 hour work week and at such other times as reasonably required. The Owner agrees to promptly notify the DB Contractor of any concerns resulting from any such inspection.
 - (b) The Owner shall perform a final inspection of the adjusted Owner Utilities, including conducting any tests as are necessary or appropriate, within **five (5) Business Days** after completion of construction hereunder. The Owner shall accept such construction if it is consistent with the performance standards described in Paragraph 3, by giving written notice of such acceptance to the DB Contractor within said **five (5) day** period. If the Owner does not accept the construction, then the Owner shall, not later than the expiration of said **five (5) day** period, notify the DB Contractor in writing of its grounds for non-acceptance and suggestions for correcting the problem, and if the suggested corrections are justified, the DB Contractor will comply. The Owner shall re-inspect any revised construction (and retest if appropriate) and give notice of acceptance, no later than **five (5) Business Days** after completion of corrective work. The Owner's failure to inspect and to give any required notice of acceptance or non-acceptance within the specified time period shall be deemed accepted.
 - (c) From and after the Owner's acceptance (or deemed acceptance) of an adjusted Owner Utility, the Owner agrees to accept ownership of, and full operation and maintenance responsibility for, such Owner Utility.
- 13. **Design Changes.** The DB Contractor will be responsible for additional Adjustment design and construction costs necessitated by design changes to the Project, upon the terms specified herein.



14. **Field Modifications.** The DB Contractor shall provide the Owner with documentation of any field modifications, including Utility Adjustment Field Modifications as well as minor changes described in Paragraph 16(b), occurring in the Adjustment of the Owner Utilities.

15. **Real Property Interests.**

(a) The Owner has provided, or upon execution of this Agreement shall promptly provide to the DB Contractor, documentation acceptable to TxDOT indicating any right, title or interest in real property claimed by the Owner with respect to the Owner Utilities in their existing location(s). Such claims are subject to TxDOT's approval as part of its review of the DB Contractor Utility Assembly as described in Paragraph 2. Claims approved by TxDOT as to rights or interests are referred to herein as "**Existing Utility Property Interests**".

(b) If acquisition of any new easement or other interest in real property ("**Replacement Utility Property Interest**") is necessary for the Adjustment of any Owner Utilities, then the Owner shall be responsible for undertaking such acquisition. The Owner shall implement each acquisition hereunder expeditiously so that related Adjustment construction can proceed in accordance with the DB Contractor's Project schedules. The DB Contractor shall be responsible for its share (as specified in Paragraph 4) of the actual and reasonable acquisition costs of any such Replacement Utility Property Interest (including without limitation the Owner's reasonable overhead charges and reasonable legal costs as well as compensation paid to the landowner), excluding any costs attributable to Betterment as described in Paragraph 15(c), and subject to the provisions of Paragraph 15(e); *provided, however*, that all acquisition costs shall be subject to the DB Contractor's prior written approval. Eligible acquisition costs shall be segregated from other costs on the Owner's estimates and invoices. Any such Replacement Utility Property Interest shall have a written valuation and shall be acquired in accordance with applicable Law.

(c) The DB Contractor shall pay its share only for a replacement in kind of an Existing Utility Property Interest (e.g., in width and type), unless a Replacement Utility Property Interest exceeding such standard:

(1) Is required in order to accommodate the Project or by compliance with applicable Law;
or

(2) Is called for by the DB Contractor in the interest of overall Project economy.

Any Replacement Utility Property Interest which is not the DB Contractor's responsibility pursuant to the preceding sentence shall be considered Betterment to the extent that it upgrades the Existing Utility Property Interest which it replaces, or in its entirety if the related Owner Utility was not installed pursuant to an Existing Utility Property Interest. Betterment costs shall be solely the Owner's responsibility.

(d) For each Existing Utility Property Interest located within the Project right of way, upon completion of the related Adjustment work and its acceptance by the Owner, the Owner agrees to execute a quitclaim deed or other appropriate documentation relinquishing such Existing Utility Property Interest to TxDOT, unless the affected Owner Utility is remaining in its original location or is being reinstalled in a new location within the area subject to such Existing



Utility Property Interest. If the Owner's facilities are remaining within the existing property interest, a Utility Joint Use Acknowledgement will be required. All quitclaim deeds or other relinquishment documents shall be subject to TxDOT's approval as part of its review of the Utility Assembly as described in Paragraph 2. For each such Existing Utility Property Interest relinquished by the Owner, the DB Contractor shall do one (1) of the following to compensate the Owner for such Existing Utility Property Interest, as appropriate:

- (1) If the Owner acquires a Replacement Utility Property Interest for the affected Owner Utility, the DB Contractor shall reimburse the Owner for the DB Contractor's share of the Owner's actual and reasonable acquisition costs in accordance with Paragraph 15(b), subject to Paragraph 15(c); or
- (2) If the Owner does not acquire a Replacement Utility Property Interest for the affected Owner Utility, the DB Contractor shall compensate the Owner for the DB Contractor's share of the market value of such relinquished Existing Utility Property Interest, as mutually agreed between the Owner and the DB Contractor and supported by a written valuation.

The compensation, if any, provided to the Owner pursuant to either subparagraph (i) or (ii) above shall constitute complete compensation to the Owner for the relinquished Existing Utility Property Interest and any Replacement Utility Property Interest, and not further compensation shall be due to the Owner from the DB Contractor or TxDOT on account of such Existing Utility Property Interest or Replacement Utility Property Interest.

- (e) All Utility Joint Use Acknowledgments (UJUA) or Utility Installation Requests, Form 1082 shall be subject to TxDOT approval as part of its review of the Utility Assembly as described in Paragraph 2. A Utility Joint Use Acknowledgment is required where an Existing Utility Property Interest exists and the existing or proposed Utility will remain or be adjusted within the boundaries of the Existing Utility Property Interest. All other accommodations not located on Existing Utility Property Interests will require a Utility Installation Request, Form 1082.

16. **Amendments and Modifications.** This Agreement may be amended or modified only by a written instrument executed by the parties hereto, in accordance with Paragraph 16(a) or Paragraph 16(b) below:

- (a) Except as otherwise provided in Paragraph 16(b), any amendment or modification to this Agreement or the Plans attached hereto shall be implemented by a Utility Adjustment Agreement Amendment ("UAAA") in the form of Exhibit B hereto (DB-ROW-U-UAAA-DM). The UAAA form can be used for a new scope of work with concurrence of the DB Contractor and TxDOT as long as the design and construction responsibilities have not changed. Each UAAA is subject to the review and approval of TxDOT, prior to its becoming effective for any purpose and prior to any work being initiated thereunder. The Owner agrees to keep and track costs for each UAAA separately from other work being performed.
- (b) For purposes of this Paragraph 16(b), "**Utility Adjustment Field Modification**" shall mean any horizontal or vertical design change from the Plans included in a Utility Assembly previously approved by TxDOT, due either to design of the Project or to conditions not accurately reflected in the approved Utility Assembly (e.g., shifting the alignment of an 8 inch water line to miss a modified or new roadway drainage structure). A Utility Adjustment Field



Modification agreed upon by the DB Contractor and the Owner does not require a UAAA, provided that the modified Plans have been submitted to TxDOT for its review and comment. A minor change (e.g., an additional water valve, an added Utility marker at a ROW line, a change in vertical bend, etc.) will not be considered a Utility Adjustment Field Modification and will not require a UAAA, but shall be shown in the documentation required pursuant to Paragraph 14.

- (c) This Agreement does not alter and shall not be construed in any way to alter the obligations, responsibilities, benefits, rights, remedies, and claims between the DB Contractor and TxDOT to design and construct the Project, including the Adjustment.
- 17. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and there are no oral or written agreements between the parties or any representations made which are not expressly set forth herein.
- 18. **Assignment; Binding Effect; TxDOT as Third-Party Beneficiary.** Neither the Owner nor the DB Contractor may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party and of TxDOT, which consent may not be unreasonably withheld or delayed; *provided, however*, that the DB Contractor may assign any of its rights and/or delegate any of its duties to TxDOT or to any other entity engaged by TxDOT to fulfill the DB Contractor's obligations, at any time without the prior consent of the Owner.

This Agreement shall bind the Owner, the DB Contractor and their successors and permitted assigns, and nothing in this Agreement nor in any approval subsequently provided by any party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, any contractor or other party retained for the Adjustment work or the public in general; *provided, however*, that the Owner and the DB Contractor agree that although TxDOT is not a party to this Agreement, TxDOT is intended to be a third-party beneficiary to this Agreement.

- 19. **Breach by the Parties.**
 - (a) If the Owner claims that the DB Contractor has breached any of its obligations under this Agreement, the Owner will notify the DB Contractor and TxDOT in writing of such breach, and the DB Contractor shall have **30 days** following receipt of such notice in which to cure such breach, before the Owner may invoke any remedies which may be available to it as a result of such breach; *provided, however*, that both during and after such period TxDOT shall have the right, but not the obligation, to cure any breach by the DB Contractor. Without limiting the generality of the foregoing:
 - (1) TxDOT shall have no liability to the Owner for any act or omission committed by the DB Contractor in connection with this Agreement, including without limitation any claimed defect in any design or construction work supplied by the DB Contractor or by its Subcontractors; and
 - (2) In no event shall TxDOT be responsible for any repairs or maintenance to the Owner Utilities adjusted pursuant to this Agreement.



- (b) If the DB Contractor claims that the Owner has breached any of its obligations under this Agreement, the DB Contractor will notify the Owner and TxDOT in writing of such breach, and the Owner shall have **30 days** following receipt of such notice in which to cure such breach, before the DB Contractor may invoke any remedies which may be available to it as a result of such breach.
20. **Traffic Control.** The DB Contractor shall provide traffic control or shall reimburse the Owner for the DB Contractor's share (if any, as specified in Paragraph 4) of the costs for traffic control made necessary by the Adjustment work performed by either the DB Contractor or the Owner pursuant to this Agreement, in compliance with the requirements of the Texas *Manual on Uniform Traffic Control Devices*. Betterment percentages calculated in Paragraph 9 shall also apply to traffic control costs.
21. **Notices.** Except as otherwise expressly provided in this Agreement, all notices or communications pursuant to this Agreement shall be sent or delivered to the following:

Owner: 1400 Schertz Parkway
Schertz, Texas 78154
Phone: (210) 619-1000
Fax: () -

DB Contractor: 7330 San Pedro Avenue, Suite 500
Attn: Legal Department
San Antonio, Texas 78216
Legal@alamonex.us

A party sending notice of default of this Agreement to another party shall also send a copy of such notice to TxDOT at the following address:

Texas Department of Transportation
Attention: Project Finance, Debt & Strategic Contracts Division
125 E 11th Street
Austin, TX 78701-2483

- Any notice or demand required herein shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by reliable messenger or overnight courier to the appropriate address set forth above. Any notice served personally shall be deemed delivered upon receipt, and any notice served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Any party may designate any other address for this purpose by written notice to all other parties; TxDOT may designate another address by written notice to all parties.
22. **Approvals.** Any acceptance, approval, or any other like action (collectively "**Approval**") required or permitted to be given by the DB Contractor, the Owner or TxDOT pursuant to this Agreement:
- (a) Must be in writing to be effective (except if deemed granted pursuant hereto);
- (b) Shall not be unreasonably withheld or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reason for withholding such Approval,



and every effort shall be made to identify with as much detail as possible what changes are required for Approval; and

- (c) Except for approvals by TxDOT, and except as may be specifically provided otherwise in this Agreement, shall be deemed granted if no response is provided to the party requesting an Approval within the time period prescribed by this Agreement (or if no time period is prescribed, then **14 calendar days**), commencing upon actual receipt by the party from which an Approval is requested or required, of a request for Approval from the requesting party. All requests for Approval shall be sent out by the requesting party to the other party in accordance with Paragraph 21.

23. **Time.**

- (a) Time is of the essence in the performance of this Agreement.
- (b) All references to “days” herein shall be construed to refer to calendar days, unless otherwise stated.
- (c) No party shall be liable to another party for any delay in performance under this Agreement from any cause beyond its control and without its fault or negligence (“**Force Majeure**”), such as acts of God, acts of civil or military authority, fire, earthquake, strike, unusually severe weather, floods or power blackouts.

24. **Continuing Performance.** In the event of a dispute, the Owner and the DB Contractor agree to continue their respective performance hereunder to the extent feasible in light of the dispute, including paying billings, and such continuation of efforts and payment of billings shall not be construed as a waiver of any legal right.

25. **Equitable Relief.** The DB Contractor and the Owner acknowledge and agree that delays in Adjustment of the Owner Utilities will impact the public convenience, safety and welfare, and that (without limiting the parties’ remedies hereunder) monetary damages would be inadequate to compensate for delays in the construction of the Project. Consequently, the parties hereto (and TxDOT as well, as a third-party beneficiary) shall be entitled to specific performance or other equitable relief in the event of any breach of this Agreement which threatens to delay construction of the Project; *provided, however*, that the fact that specific performance or other equitable relief may be granted shall not prejudice any claims for payment or otherwise related to performance of the Adjustment work hereunder.

26. **Authority.** The Owner and the DB Contractor each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a party warrants that he or she is duly authorized to enter into this Agreement on behalf of such party and to bind it to the terms hereof.

27. **Cooperation.** The parties acknowledge that the timely completion of the Project will be influenced by the ability of the Owner (and its contractors) and the DB Contractor to coordinate their activities, communicate with each other, and respond promptly to reasonable requests. Subject to the terms and conditions of this Agreement, the Owner and the DB Contractor agree to take all steps reasonably



required to coordinate their respective duties hereunder in a manner consistent with the DB Contractor's current and future construction schedules for the Project.

28. **Termination.** If the Project is canceled or modified so as to eliminate the necessity of the Adjustment work described herein, then the DB Contractor shall notify the Owner in writing and the DB Contractor reserves the right to thereupon terminate this Agreement. Upon such termination, the parties shall negotiate in good faith an amendment that shall provide mutually acceptable terms and conditions for handling the respective rights and liabilities of the parties relating to such termination.
29. **Nondiscrimination.** Each party hereto agrees, with respect to the work performed by such party pursuant to this Agreement that such party shall not discriminate on the grounds of race, color, sex, national origin or disability in the selection and/or retention of contractors and consultants, including procurement of materials and leases of equipment.
30. **Applicable Law, Jurisdiction and Venue.** This Agreement shall be governed by the Laws of the State of Texas, without regard to the Conflict of Laws principles thereof. Venue for any action brought to enforce this Agreement or relating to the relationship between any of the parties shall be the District Court of _____ County, Texas [or the United States District Court for the Western District of Texas (Austin)].
31. **Relationship of the Parties.** This Agreement does not in any way, and shall not be construed to, create a principal/agent or joint venture relationship between the parties hereto and under no circumstances shall the Owner or the DB Contractor be considered as or represent itself to be an agent of the other.
32. **Waiver of Consequential Damages.** No party hereto shall be liable to any other party to this Agreement, whether in contract, tort, equity, or otherwise (including negligence, warranty, indemnity, strict liability, or otherwise) for any punitive, exemplary, special, indirect, incidental, or consequential damages, including, without limitation, loss of profits or revenues, loss of use, claims of customers, or loss of business opportunity.
33. **Captions.** The captions and headings of the various paragraphs of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the content of their respective paragraphs.
34. **Counterparts.** This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one (1) and the same instrument.
35. **Effective Date.** This Agreement shall become effective upon the later of (a) the date of signing by the last party (either the Owner or DB Contractor) signing this Agreement, and (b) the date of TxDOT's approval as indicated by the signature of TxDOT's representative below.



APPROVED BY:

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: Gina E. Gallegos, P.E.
[Printed Name]

By: _____
Authorized Signature

San Antonio District Engineer (or designee)

Date: _____

OWNER

By: Steve Williams
[Print Owner Name]

By: _____
Duly Authorized Representative

City Manager
City of Schertz

Date: _____

DB CONTRACTOR

By: Felix Martin Cuesta
[Print Name]

By: _____
Duly Authorized Representative

Chief Executive Officer
Alamo NEX Construction, LLC

Date: _____

ATTACHMENT 2

UTILITY ADJUSTMENT AGREEMENT AMENDMENT



County: _____
ROW CSJ No.: _____
Const. CSJ No.: _____
Highway: _____
Fed. Proj. No.: _____
Limits: _____ to _____

**UTILITY ADJUSTMENT AGREEMENT AMENDMENT
(DB Contractor-Managed)**

(Amendment No. _____ to Agreement No.: 35 -U-0517)

THIS AMENDMENT TO PROJECT UTILITY ADJUSTMENT AGREEMENT (this “Amendment”), by and between, [DB Contractor] hereinafter identified as the “**DB Contractor**” and [Utility Owner], hereinafter identified as the “**Owner**”, is as follows:

WITNESSETH

WHEREAS, the STATE of TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as “**TxDOT**”, proposes to construct the project identified above (the “Project”, as more particularly described in the “Original Agreement”, defined below); and

WHEREAS, pursuant to that certain Design-Build Contract (“DBC”) by and between TxDOT and the DB Contractor with respect to the Project, the DB Contractor has undertaken the obligation to design, construct, and potentially maintain the Project, including causing the removal, relocation, or other necessary adjustment of existing Utilities impacted by the Project (collectively, “Adjustment”); and

WHEREAS, the Owner and DB Contractor are parties to that certain executed Project Utility Adjustment Agreement (PUAA) designated by the “Agreement No.” indicated above, as amended by previous amendments, if any (the “Original Agreement”), which provides for the Adjustment of certain Utilities owned and/or operated by the Owner (the “Owner Utilities”); and

WHEREAS, the parties are required to utilize this Amendment form in order to modify the Original Agreement to add the Adjustment of Owner Utilities facilities not covered by the Original Agreement; and

WHEREAS, the parties desire to amend the Original Agreement to add additional Owner Utility facility(ies), on the terms and conditions hereinafter set forth.



NOW, THEREFORE, in consideration of the agreements contained herein, the parties hereto agree as follows:

1. **Amendment.** The Original Agreement is hereby amended as follows:

1.1 **Plans.**

- (a) The description of the Owner Utilities and the proposed Adjustment of the Owner Utilities in the Original Agreement is hereby amended to add the following Utility facility(ies) (“**Additional Owner Utilities**”) and proposed Adjustment(s) to the Owner Utilities described in the Original Agreement *[insert below a description of the affected facilities (by type, size and location) as well as a brief description of the nature of the Adjustment work to be performed (e.g., “adjust 12” waterline from approximately Highway Station 100+00 to approximately Highway Station 200+00)]*: _____.
- (b) The Plans, as defined in Paragraph 1 of the Original Agreement, are hereby amended to add thereto the Plans, specifications and cost estimates attached hereto as Exhibit A; and
- (c) The Plans attached hereto as Exhibit A, along with this Amendment, shall be submitted upon execution to TxDOT in accordance with Paragraph 2 of the Original Agreement, and Paragraph 2 shall apply to this Amendment and the Plans attached hereto in the same manner as if this Amendment were the Original Agreement. If the Owner claims an Existing Utility Property Interest for any of the Additional Owner Utilities, documentation with respect to such claim shall be submitted to TxDOT as part of this Amendment and the attached Plans, in accordance with Paragraph 15(a) of the Original Agreement.

1.2 **Reimbursement of Owner’s Indirect Costs.** For purposes of Paragraph 6 of the Original Agreement, the following terms apply to the Additional Owner Utilities and proposed Adjustment:

- (a) DB Contractor agrees to reimburse the Owner its share of the Owner’s indirect costs (e.g., engineering, inspection, testing, ROW) as identified in Exhibit A. When requested by the Owner, monthly progress payments will be made. The monthly payment will not exceed 90% of the estimated indirect work done to date. Once the indirect work is complete, final payment of the eligible indirect costs will be made. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.
- (b) The Owner’s indirect costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below *[check only one (1) box]*:

☐ (1) Actual related indirect costs accumulated in accordance with:

- (i) A work order accounting procedure prescribed by the applicable Federal or State regulatory body; or



- (ii) Established accounting procedure developed by the Owner and which the Owner uses in its regular operations;

(either (i) or (ii) referred to as “**Actual Cost**”), or

- ☐ (2) The agreed sum of \$_____ (“**Agreed Sum**”) as supported by the analysis of the Owner's estimated costs attached hereto as part of Exhibit A.

1.3 **Advancement of Funds by Owner for Construction Costs.**

- (a) Advancement of Owner’s share, if any, of estimated costs. Exhibit A shall identify all estimated engineering and construction-related costs, including labor, material, equipment and other miscellaneous construction items. Exhibit A shall also identify the Owner’s and DB Contractor’s respective shares of the estimated costs.

The Owner shall advance to the DB Contractor its allocated share, if any, of the estimated costs for construction and engineering work to be performed by DB Contractor, in accordance with the following terms:

- ☐ The Adjustment of the Owner’s Utilities does not require advancement of funds.
- ☐ The Adjustment of the Owner’s Utilities does require advancement of funds and the terms agreed to between the DB Contractor and Owner are listed below.

[Insert terms of advance funding to be agreed between DB Contractor and Owner.]

- (b) Adjustment Based on Actual Costs or Agreed Sum.

[Check the one (1) appropriate provision, if advancement of funds is required]:

- ☐ The Owner is responsible for its share of the DB Contractor Actual Cost for the Adjustment, including the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment:
- (i) The Owner shall pay to the DB Contractor the amount, if any, by which the Actual Cost of the Betterment (as determined in Paragraph 9(b)) *plus* the Actual Cost of Owner’s share of the Adjustment (based on the allocation set forth in Exhibit A) exceeds the estimated cost advanced by the Owner; or



- (ii) The DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such Actual Cost, as applicable.

☐ The Agreed Sum is the agreed and final amount due for the Adjustment, including any Betterment, under this Amendment. Accordingly, no adjustment (either up or down) of such amount shall be made based on Actual Costs.

- 1.4 **Responsibility for Costs of Adjustment Work.** For purposes of Paragraph 4 of the Original Agreement, responsibility for the Agreed Sum or Actual Cost, as applicable, of all Adjustment work to be performed pursuant to this Amendment shall be allocated between the DB Contractor and the Owner as identified in Exhibit A hereto and in accordance with §203.092 of the Texas Transportation Code. An allocation percentage may be determined by application of an eligibility ratio, if appropriate, as detailed in Exhibit A; *provided however*, that any portion of an Agreed Sum or Actual Cost attributable to Betterment shall be allocated 100% to the Owner in accordance with Paragraph 9 of the Original Agreement.

1.5 **Betterment.**

- (a) Paragraph 9(b) (Betterment and Salvage) of the Original Agreement is hereby amended to add the following [*Check the one (1) box that applies, and complete if appropriate*]:

☐ The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, does not include any Betterment.

☐ The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, includes Betterment to the Additional Owner Utilities by reason of [*insert explanation, e.g. "replacing 12" pipe with 24" pipe*]: _____.

The DB Contractor has provided to the Owner comparative estimates for (i) all work to be performed by the DB Contractor pursuant to this Amendment, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the Owner. The estimated cost of the DB Contractor work under this Amendment which is attributable to Betterment is \$_____, calculated by *subtracting* (ii) from (i). The percentage of the total cost of the DB Contractor work under this Amendment which is attributable to Betterment is _____%, calculated by *subtracting* (ii) from (i), which remainder is *divided* by (i).

- (b) If the above Paragraph 1.5(a) identifies Betterment, the Owner shall advance to the DB Contractor, at least **14 days** prior to the date scheduled for commencement of construction for Adjustment of the Additional Owner Utilities, the estimated cost attributable to Betterment as set forth in Paragraph 1.5(a) of this Amendment. If the Owner fails to advance payment to the DB Contractor on or before the foregoing deadline, the DB Contractor shall have the option of commencing and



completing (without delay) the Adjustment work without installation of the applicable Betterment. *[Check the one (1) appropriate provision]:*

- ☐ The estimated cost stated in Paragraph 1.5(a) of this Amendment is the agreed and final amount due for Betterment under this Amendment, and accordingly no adjustment (either up or down) of such amount shall be made based on actual costs.
- ☐ The Owner is responsible for the DB Contractor Actual Cost for the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment, (i) the Owner shall pay to the DB Contractor the amount, if any, by which the Actual Cost of the Betterment (determined as provided below in this paragraph) exceeds the estimated cost advanced by the Owner, or (ii) the DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such Actual Cost, as applicable. Any additional payment by the Owner shall be due within **60 days** after the Owner's receipt of the DB Contractors invoice therefor, together with supporting documentation; any refund shall be due within **60 days** after completion of the Adjustment work under this Amendment. The Actual Cost of Betterment incurred by the DB Contractor shall be calculated by *multiplying* (i) the Betterment percentage stated in Paragraph 1.5(a) of this Amendment, by (ii) the Actual Cost of all work performed by the DB Contractor pursuant to this Amendment (including work attributable to the Betterment), as invoiced by the DB Contractor to the Owner.
- (c) The determinations and calculations of Betterment described in this Amendment shall exclude right of way acquisition costs. Betterment in connection with right of way acquisition is addressed in Paragraph 15 of the Original Agreement.

1.6 **Miscellaneous.**

- (a) The Owner and the DB Contractor agree to refer to this Amendment, designated by the "Amendment No." and "Agreement Number" indicated on page 1 above, on all future correspondence regarding the Adjustment work that is the subject of this Amendment and to track separately all costs relating to this Amendment and the Adjustment work described herein.
- (b) *[Include any other proposed amendments allowed by applicable Law.]*
- _____

2. **General.**

- (a) All capitalized terms used in this Amendment shall have the meanings assigned to them in the Original Agreement, except as otherwise stated herein.



- (b) This Amendment may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one (1) and the same instrument.
- (c) Except as amended hereby, the Original Agreement shall remain in full force and effect. In no event shall the responsibility, as between the Owner and the DB Contractor, for the preparation of the Plans and the Adjustment of the Owner Utilities be deemed to be amended hereby.
- (d) This Amendment shall become effective upon the later of (a) the date of signing by the last party (either the Owner or the DB Contractor) signing this Amendment, and (b) the completion of TxDOT's review and approval as indicated by the signature of TxDOT's representative below.

APPROVED BY:

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: _____
[Printed Name]

By: _____
Authorized Signature

District Engineer (or designee)

Date: _____

OWNER

By: _____
[Print Name]

By: _____
Duly Authorized Representative Signature

[Title]
[Company]

Date: _____

DB CONTRACTOR

By: _____
[Print Name]

By: _____
Duly Authorized Representative

[Title]
[Company]

Date: _____

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: Engineering
Subject: Resolution 23-R-107 – Authorizing an agreement with Halff Associates, Inc., with expenditures up to \$80,000 for professional services for the Relocation of a Backflow Prevention Device for Randolph Air Force Base.
(B.James/K.Woodlee/E.Schulze)

BACKGROUND

The Texas Department of Transportation (TxDOT) is working on a project to widen the right of way and paving of FM 1518 from FM 78 to IH 10 within the City of Schertz.

Before the roadway improvements enter the construction phase, most utilities must be relocated outside of the ultimate pavement section. The City provides an emergency water connection to Randolph Air Force Base (RAFB) along FM 1518. Part of this connection includes backflow prevention valves and piping to protect against cross contamination and meet TCEQ requirements. These improvements are located within the newly acquired FM 1518 ROW and need to be relocated.

TxDOT has requested that the City assist in the relation of these improvements for RAFB. The design and relocation of improvements will be 100% reimbursable because the improvements were originally installed outside of ROW and also belong to the Base.

Halff Associates, Inc., one of the City's on-call Engineers, is familiar with the location and operation of City utilities along FM 1518 and has experience with City utility relocation projects along TxDOT roadways and is fully equipped to provide these services to the City.

GOAL

The goal of Resolution 23-R-107 is to authorize an agreement with Halff Associates to complete the required design services required to relocate the RAFB backflow prevention device and piping as part of TxDOT's FM 1518 road widening project.

COMMUNITY BENEFIT

The relocation of this utility installation will ensure the City and RAFB utilities are provided in an alignment outside of TxDOT operations and that allows adequate space for future maintenance.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that the City Council approve Resolution 23-R-107, authorizing a project agreement with Halff Associates, Inc., for \$70,463 and a not-to-exceed amount of \$80,000 for design, bid, and construction phase engineering services for the relocation of a Backflow Device for Randolph Air Force Base.

FISCAL IMPACT

Funding for the design work has been allocated from the City's Water and Sewer Construction Reserves. The City will have to provide initial funding, however this project is 100% reimbursable through TxDOT because of the original utility location and that RAFB is the owner of the backflow prevention device.

RECOMMENDATION

Approve Resolution 23-R-107.

Attachments

Resolution 23-R-107

RESOLUTION NO. 23-R-107

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HALFF ASSOCIATES, INC., TOTALING NO MORE THAN \$80,000 FOR DESIGN, BID, AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE RELOCATION OF A BACKFLOW PREVENTION DEVICE FOR RANDOLPH AIR FORCE BASE., AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City enter into an agreement for design, bid, and construction phase engineering services for the Relocation of a Backflow Prevention Device for Randolph Air Force Base; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Halff Associates, Inc., for the design, bid, and construction phase services as described in the Project Agreement (the “Agreement”) attached hereto as Attachment 1; and

WHEREAS, the City Council authorizes expenditures with Halff Associates, Inc., for the Relocation of a Backflow Device for Randolph Air Force Base for \$70,463 with a not to exceed amount of \$80,000 for the 2023-2024 Fiscal Year.

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 Halff Associates, Inc., in substantially the form set forth on Attachment 1.

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 ____ day of _____, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

ATTACHMENT 1
PROJECT AGREEMENT

This is Task Order
No. _____, consisting of ____
_____pages.

Task Order

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

1. Background Data

- a. Effective Date of Task Order: TBD
- b. Owner or City: City of Schertz
- c. Engineer: Halff
- d. Project: Water Line Relocation for TxDOT FM 1518 Widening and Randolph Air Force Base
- e. Specific Project (description):
 - Design a 12-inch water line to tie in to the proposed 12-inch water line that is being relocated as part of the TxDOT FM 1518 roadway widening project. The 12-inch water line and above ground backflow prevention device will also be relocated and tied back into the existing water line that runs along Bone Rd.
 - Coordinate project deliverables with the Owner and TxDOT.
 - Provide assistance on bidding the project.
 - Provide survey and subsurface utility services to support the design of the water line.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

PROJECT ASSUMPTIONS

- Contract for utility relocations will be between Halff and the Owner.
- TxDOT or the Owner will handle the Randolph Air Force Base access and not Halff. Any additional coordination for Randolph Air Force Base for Halff will be completed prior to the design by Owner

PHASE 1 – Project Management and Coordination

- a) Engineer will manage the design team schedule and budgets, including sub-consultants (if applicable), and maintain project records contracts in accordance with the agreement.

- b) Engineer will prepare monthly invoices in a format acceptable to the city along with a progress report of activities accomplished during the period.
- c) Participate in bi-weekly coordination meetings with city staff to discuss project updates and address conflicts.

Deliverables – Monthly Progress Reports, Meeting Minutes

PHASE 2 – Data Collection and Review

Task 1 – Data Acquisition

Halff will review existing record drawings and existing easement information obtained from the City or TxDOT, including but not limited to:

- a) As-built records for all available City water and wastewater within the area project limits.
- b) Existing plat and separate instrument easement documents recorded with the Owner and Bexar County.
- c) Pending development plans with anticipated connections or easement dedications to the Owner

Task 2 – Subsurface Utility Engineering and Utility Coordination

Halff will perform SUE in accordance with ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities.” This standard defines the following Quality Levels:

Quality Level-A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

Quality Level-B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.

Quality Level-D: Information derived from existing records or oral recollections.

Quality Level-A Utility Test Holes (Vacuum Excavation):

Quality Level-A Test Holes are not part of this Scope of Services.

Quality Level-B Utility Designating:

Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 2,000 linear feet of utilities including buried communication, electric, natural gas, and water. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.

Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.

Quality Level-C Surveying:

Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances will be surveyed and tied utilizing project survey control provided by The Owner.

Quality Level-D Records Research:

Any available Records will be provided to Halff by The Owner. Halff will perform additional record research as needed to successfully complete the project.

Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.

SUE Field Manager / Professional Engineer:

A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, signing the final deliverables and coordination with the project team if necessary.

SUE Deliverables / CADD:

Deliverables for the Quality Level-B 2D Utility Designation will be an electronic file depicting the findings of the investigation.

Right-of-Entry:

Right-of-Entry is not part of this Scope of Services as work is anticipated within the existing road right-of-way. If right-of-entry is required, it will be performed and provided to Halff by The Owner and or TxDOT. Halff will coordinate with the property owner(s) once right-of-entry has been obtained.

Permitting:

Permitting is not part of this Scope of Services.

Work Zone Traffic Control:

Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project. This Scope of Services does not include lane closure(s), flag person(s), changeable message board(s), arrow board(s), and/or engineered traffic control plans.

If an engineered traffic control plan is required for permit approval or if unique traffic control conditions exist, Halff will notify The Owner and submit a supplemental agreement for authorization prior to proceeding with additional work.

Schedule for SUE Work:

Halff will complete the Quality Level-B Utility Designation investigation within Forty-Five (45) calendar days upon receipt of written notice to proceed from the Owner.

Due to uncontrollable factors such as ground conditions, weather, Right of Entry, and safety hazards, Halff reserves the right to request more time to facilitate field efforts should one of these circumstances exist.

Work to be performed in Right-of-Way shall be performed Monday through Friday, 9 am to 4 pm and Saturday and Sunday, 7 am to 7 pm, barring weather.

Hotels/Meals:

Per US General Services Administration current rates, meals will be reimbursed at \$51.00 per person per day, and hotel lodging will be invoiced at cost plus associated taxes. The \$96.00 and \$30.00 rate are used for estimating purposes only.

Task 3 – Survey

a) Field Survey

- The survey will be conducted in accordance with the requirements of a Category 6 – Topographic Survey, as stipulated in the Manual of Practice promulgated by the Texas Society of Professional Surveys (TSPS).
- This includes establishing the elevations of the project site, locating visible improvements within the project area, locating trees (6" and greater) within the project area and the establishing Temporary Benchmarks at the project area. Texas 811 will be called to locate underground utilities within the right of way of the road(s).
- The deliverables will be provided based upon the Texas State Plane Coordinates System, NAD83, South Central Zone (Grid values) and vertical control using NAVD88. Survey to include CAD surface.

PHASE 3 – Utility Design – Based on direction from Owner as a result of Phase 2, Halff shall develop plans, specifications, and estimate (PS&E). Plans will be prepared and submitted to the Owner for the, 95%, and Bid phase submittals. The final design will consist of the following tasks and is based on the assumptions below:

- Utility design will be in accordance with the following manuals and standards:
 - Owner standards and specifications relative to water and wastewater mains
 - Special Provisions for TxDOT – San Antonio District
 - Texas Commission on Environmental Quality (TCEQ)
 - San Antonio Water System (SAWS)

Task 2 - 95% and Bid Set PS&E Documents

1. The 95% PS&E construction plan shall consist of the following:
 - a) Incorporate Owner's current TxDOT FM 1518 utility relocation plans for the tie in location.
 - b) Prepare any additional sheets as required that will tie in the proposed 12-inch water line from the TxDOT FM 1518 utility relocation plans to the existing 12-inch water line that runs along Bone Road.
 - c) Prepare a 95% opinion of probable construction costs (OPCC)

Task 3- Bid Construction Documents

- a) Incorporate Owner's review comments on the 95% submittal.
- b) Finalize and seal the utility improvement plans and complete bid construction document package.
- c) Engineer will address contractor questions during the bid process. For estimating purposes, (5) five contractor questions are included.
- d) Engineer will prepare any Addenda necessary during the bid process. For estimating purposes, (1) one Addenda issuance is included.

Deliverables – 95%, and bid construction submittals of plans, specifications and opinion of probable construction cost. It's our understanding the bidding for this project will be handled with the bidding of another project and that this project won't be bid by itself and the work outlined under Task 4 will be performed in conjunction with the other project.

PHASE 5 – Construction Phase Services

These services are intended to assist the City in administering the contract for construction, monitoring the performance of the construction Contractor, verifying that Contractor's work is in substantial compliance with the contract documents, and assisting the City in responding to the events that occur during construction. Administration Services as defined below.

Task 1 – Submittals

Review of Shop Drawings and Submittals - Halff review and approve all submittals for the water improvements of the Contractor's shop drawings, and other submittals for conformance with the design concept and general agreement of the contract. Halff will log and track all shop drawings, and submittals. Halff shall coordinate with Owner for quality control. For estimating purposes, two (2) submittals are estimated to be reviewed. Additionally, two (2) rounds of comments and review of

revised submittals are anticipated for this task.

Task 2 - Requests for Information (RFI)

Halff will review the Contractor's requests for information or clarification of the contract for construction. Halff will coordinate and issue responses to requests to Contractor. Halff will log and track the Contractor's requests. (2) two RFI's are assumed as part of this proposal.

Task 3- Review of Contractor's Requested Changes

Halff shall review all Contractor-requested changes to the contract for construction. Halff will make recommendations to City regarding the acceptability of the Contractor's request and, upon approval of the City, assist in negotiations of the requested change. Upon agreement and approval, Halff shall prepare and submit supporting change order documents and plan revisions for up to one change. Any additional request for changes will be handled as additional fee.

Task 4- Contractor Pay Application Review

Halff will review each contractor pay application submitted by the contractor to the City and verify quantities installed with the onsite construction inspector. Halff will coordinate with the City project manager on any submitted pay application. Five (5) pay application are anticipated for this task.

Task 5 -Completion of Record Documents

Halff shall prepare construction Record Documents based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction and provide one (1) set of paper hard copy reproducible and one (1) electronic set of record drawings in .dwg and .pdf formats to the Owner. These record documents are a compilation of the sealed engineering drawings for the Project, modified by addenda and change orders, and information furnished by the contractor. Information shown in the record documents provided by the contractor, or others not associated with the design engineer, cannot be verified for accuracy or completeness.

It's our understanding the construction for this project will be handled with the construction of another project and that this project won't be constructed by itself and the work outlined under Phase 5 will be performed in conjunction with the other project.

ITEMS EXCLUDED FROM SCOPE OF SERVICES

1. Archeological survey and/or historic structure survey, including application for an Antiquities Permit, preparation of a historic research design, performing cultural resources reconnaissance or intensive surveys, evaluation of any resources for eligibility for listing in the NRHP, evaluation of effects on NRHP-eligible or NRHP-listed sites, or development of mitigation plans
2. USFWS and TPWD coordination/consultation
3. Field surveys for federal and state-listed threatened and endangered species.

4. Design of public and franchised utility adjustments that are not noted in the above scope
5. Analyzing or simulating water supply networks
6. The TCEQ Interconnection application or any additional items that may be needed for the Interconnection application that are not noted in the above scope
7. Storm Water Pollution Prevention Plan (SWPPP) and or Report
8. Filing fees, permit fees, and license fees
9. Coordination with individual property owners
10. Coordination with Randolph Air Force Base (its our understanding the Owner or TxDOT will handle this and not Halff)
11. Construction Site visit or status meetings (City staff will perform inspection services, construction progress meetings and quality control during construction) (Halff can perform these services as supplemental services but will require scope modifications)
12. Drafting any City Council agenda items, exhibits, ordinances, resolutions or attendance of council meetings
13. Engineers certificates. The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Engineer, increase the Engineer's risk or the availability or cost of his professional or general liability insurance

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided. Additional services, if requested, will be separately identified and negotiated and such additional scope and commensurate fee will be authorized under a supplemental agreement to this proposal/contract.

3. Owner's Responsibilities

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

4. Task Order Schedule

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

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish: 1. The consultant will submit two sets of plans at the 95% and Construction Documents. Consultant will participate in submittal review meetings for each milestone.	Halff personnel will be available to commence work upon written notice to proceed.

Owner	1. Provide Notice to Proceed	As Coordinated

5. Payments to Engineer

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

Fee provided shall be considered lump sum for the services described in this Task Order. ***See attached Exhibit B for Fee Schedule.***

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

6. Terms and Conditions

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

The Effective Date of this Task Order is to be determined

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: Luis Cardona, PE

Title: _____

Title: Public Works Team Leader

Engineer License or Firm's: F-312
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Email
Address: _____

Email
Address: _____

Phone: _____

Phone: _____

FEE SCHEDULE EXHIBIT B

PROJECT STARTUP & MANAGEMENT & COORDINATION

Project Management and Coordination (3 month design, 3 month const)	\$ 5,710
Prepare Monthly Invoices and Progress Reports (Assumes 6 Invoices)	\$ 947
Project Meetings at City Office (Assumes 2)	\$ 852
Sub-Total	\$ 7,508

DATA COLLECTION AND REVIEW

SUE Level B	\$ 15,096
Topographic Survey	\$ 6,965
Sub-Total	\$ 22,061

UTILITY DESIGN

95% PS&E

Respond to and Address 60% Comments	\$ 1,321
Finalize Removal Plan	\$ 1,164
Finalize Water Design and Layout Sheets	\$ 5,892
Finalize Water Details	\$ 2,088
Update Project Schedule	\$ 1,221
Finalize Technical Specifications	\$ 1,321
OPCC (AACE 56R-08 Class 2)	\$ 1,321
QAQC	\$ 1,499
Prepare 95% Submittal Package (5 complete sets)	\$ 1,553
Workshop Review Meeting	\$ 1,201

100% PS&E & Bidding

Address 95% Comments and Resubmit Package (2 complete sets)	\$ 1,562
Prepare Sealed Plans and Specifications	\$ 860
Prepare Final Engineer's OPCC	\$ 1,164
Prepare 100% submittal (two (2) sets of contract documents)	\$ 1,771
Attend the Pre-Bid Conference	\$ 1,111
Review and respond to RFIs during Bidding (5 max)	\$ 490
Prepare & issue addenda to Bidders (1 max)	\$ 1,535
Review bid tabulation	\$ 887
Prepare Sealed Plans and Specifications with Addendums	\$ 1,478
Sub-Total	\$ 29,438

CONSTRUCTION PHASE SERVICES

Submittals (2 max)	\$ 2,051
RFIs (2 max)	\$ 2,365
Review of Contractor's Requested Changes (1 max)	\$ 923
Review of Contractor's Pay Application (5 max)	\$ 1,221
Record Documents	\$ 4,896
Sub-Total	\$ 11,455

Total Engineering Fee (LUMP SUM) \$ 70,463

LUMP SUM Contract Note: This level of effort is for estimating purposes only. This is a lump sum fee structure so, effort will be billed on a percent complete basis.

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: Engineering
Subject: Resolution 23-R-127– Authorizing an amendment to the agreement with Utility Engineering Group, PLLC, for engineering services related to the Riata Lift Station Relocation Project (B.James/K.Woodlee/E.Schulze)

BACKGROUND

City staff has determined that the City requires additional engineering-related services for the completion of the Riata Lift Station Relocation Project. Utility Engineering Goup, PLLC (UEG) is nearing completion of design and site acquisition for the relocation of the Riata Lift Station. Staff has recommended upsizing the gravity sewer line during the course of the project. UEG needs to expend additional hours beyond those originally anticipated to incorporate that change as well as additional effort to acquire the easements and property needed. The estimated cost of the additional services is \$27,930.00. Staff is seeking a not to exceed amount of \$35,000.00.

GOAL

The goal of Resolution 23-R-127 is to obtain authorization from City Council to have UEG provide additional services toward completion of the Riata Lift Station Relocation Project.

COMMUNITY BENEFIT

Upsizing the existing sewer line with this project will ensure adequate capacity in this segment of the collection system for the foreseeable future.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that the City Council approve Resolution 23-R-127 authorizing an amendment to UEG's agreement for the Riata Lift Station Project, for a not-to-exceed amount of \$35,000.

FISCAL IMPACT

Initial funding for the design work has been allocated from the City's Water and Sewer Construction Reserves. A portion of the expenditures will be reimbursable by TxDOT - the amount of the reimbursable portion will be determined through negotiation with TxDOT to determine how much of the fee is attributable to the upsize of the main (responsibility of the City). The estimated cost of the additional services is \$27,930.00. Staff is seeking a not to exceed amount of \$35,000.00.

RECOMMENDATION

Approve Resolution 23-R-127.

Attachments

Resolution 23 R 127 with attachments

RESOLUTION NO. 23-R-127

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH UTILITY ENGINEERING GROUP, PLLC, TOTALLING NO MORE THAN \$35,000, FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE RIATA LIFT STATION RELOCATION PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires additional engineering-related services for the completion of the Riata Lift Station Relocation Project; and

WHEREAS, Utility Engineering Goup, PLLC (UEG) is nearing completion of design and site acquisition of the Riata Lift Station and staff has recommended upsizing the gravity sewer line during the course of the project; and

WHEREAS, UEG needs to expend addition hours beyond those originally anticipated to incorporate the changes request by City Staff; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend its Agreement with UEG to continue its services related to the project for an additional base amount of \$27,930, pursuant to the proposal attached hereto as Exhibit A (“Agreement”).

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

Section 1. The City Council hereby authorizes an amendment to the agreement with UEG in substantially the form set forth on Exhibit A and in accordance with the original project agreement authorized by Resolution 20-R-80, for an additional amount of \$27,930 and authorizes additional expenditures as needed up to an additional amount not to exceed \$35,000.

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

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

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

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be

valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

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

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

PASSED AND ADOPTED, this ____ day of December, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(city seal)

EXHIBIT A

SUGGESTED FORM OF TASK ORDER

This is Task Order No. <u>3a</u> , consisting of <u>4</u> pages.
--

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated October 7, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____, 2023
- b. Owner: City of Schertz, Texas
- c. Engineer: Utility Engineering Group, PLLC
- d. Specific Project (title): Riata Lift Station Relocation Project – Additional Service No. 1
- e. Specific Project (description): The project includes the design of the gravity wastewater main up-sizing, TxDOT Standard Utility Agreement Amendment Coordination, and expanded site and easement acquisition services associated with the abandonment and relocation of the City's existing Riata Lift Station Project.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

Design Phase:

- UEG will prepare revised 100% design level plans and specifications to increase the size of the proposed gravity wastewater main associated with the project. The plans and specifications will be based on the City's approved design standards and standard specifications as well as TCEQ design criteria; and
- UEG will assist the City with the TxDOT required standard utility agreement amendment associated with the potential elective betterment due to the gravity wastewater main size increase.

- B. Other Services

Engineer shall also provide the following services:

ROW Agent Services:

- Due to the length of time it took to coordinate with TxDOT to obtain the original standard utility agreement, the original ROW agent scope of services was exceeded. To complete the negotiation with the property owner and obtain the necessary project site and easements, the

ROW agent services scope is proposed to expand.

C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

D. Exclusions

- Subsurface Utility Exploration work is not included in this scope of services; and
- UEG will not be responsible for any permit fees or advertising fees related to the project.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are: **None**

4. Owner's Responsibilities

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

5. Task Order Schedule

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

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish 3 review copies of the Revised Design Phase documents, opinion of probable Construction Cost, and other Design Phase deliverables to Owner.	Within 4 weeks of Owner's authorization to proceed with the Revised Design Phase services.
Owner	Submit comments regarding the Revised Design Phase documents, opinion of probable Construction Cost, and other Design Phase deliverables to Engineer.	Within 3 weeks of the receipt of the Revised Design Phase documents, opinion of probable Construction Cost, and other Design Phase deliverables from Engineer.
Engineer	Furnish 3 copies of the Final Design Phase documents, opinion of probable Construction Cost, and other Design Phase deliverables to Owner.	Within 2 weeks of the receipt of Owner's comments regarding the Revised Design Phase documents, opinion of probable Construction Cost, and other Design Phase deliverables.

6. Payments to Engineer

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

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Section 2.A)		
	a. Design Phase	\$8,430.00	Lump Sum
2.	Other Services (Section 2.B)		
	a. ROW Agent Services	\$19,500.00	
TOTAL COMPENSATION (lines 1.a-c and 2.a-b)		\$27,930.00	Lump Sum
3.	Additional Services	(N/A)	(N/A)

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

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

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits: N/A

9. Attachments: N/A

10. Other Documents Incorporated by Reference: N/A

11. Terms and Conditions

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

The Effective Date of this Task Order is _____, 2023.

OWNER:

ENGINEER:

By: _____

By:  _____

Print Name: _____

Print Name: David Kneuper, P.E.

Title: _____

Title: Partner

Exhibit K – Amendment to Task Order

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

Page 3

Engineer License or Firm's
Certificate No. (if required): 18712
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David Kneuper, P.E.

Title: Partner

Address: 191 N. Union Ave., New Braunfels, Texas 78130

E-Mail
Address: davidk@uegpros.com

**City of Schertz
Riata Lift Station Relocation Project**

	Principal (hrs)	Cost (\$185/hr)	Project Engineer/Manager(hrs)	Cost (\$155/hr)	Graduate Engineer (hrs)	Cost (\$100/hr)	Design Technician (hrs)	Cost (\$85/hr)	Administrative (hrs)	Cost (\$55/hr)	Subcontractor	Total
Riata Lift Station Relocation Project	38	\$ 7,030	148	\$ 22,940	224	\$ 22,400	144	\$ 12,240	12	\$ 660	\$ 64,525	\$ 129,795
Preliminary and Final Design Phase	28		100		172		144		0		\$ 64,525	\$ 114,645
Information Gathering	2		8		12		4					
Coordination with the City and TxDOT	8		24		12							
Prepare Preliminary Calculations and Report	2		16		20							
Prepare Preliminary Design Plans and Specifications	6		24		80		100					
Comment Submittal and Response	2		8		24		40					
Sub-Consultant Coordinatin	8		20		24							
Electrical Engineer Sub-Consultant											\$ 20,600	
Survey Sub-Consultant											\$ 10,500	
Geotechnical Sub-Consultant											\$ 5,135	
Structural Sub-Consultant											\$ 5,500	
ROW Agent Sub-Consultant											\$ 7,500	
Environmental Sub-Consultant											\$ 15,290	
Bidding or Negotiating Phase	2		8		12				4			\$ 3,030
Construction Phase	8		40		40				8			\$ 12,120
Total Riata Lift Station Relocation Project												\$ 129,795
Additional Service (Gravity Main Size Revision, TxDOT SUA Betterment Coordination, & Expanded ROW Services)	4	\$ 740.00	16	\$ 2,480.00	24	\$ 2,400.00	24	\$ 2,040.00	14	\$ 770.00	\$ 19,500.00	\$ 27,930.00
Total Riata Lift Station Relocation Project with Additional Service												\$ 157,725.00

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: Finance
Subject: Ordinance 23-T-31: Authorize an adjustment to the Fiscal Year 2023-24 Adopted Budget for items approved but not expended in the Fiscal Year 2022-23. *Final Reading* (S.Gonzalez/J.Walters)

BACKGROUND

This budget amendment ordinance is meant to move unused budgeted amounts from FY 2022-23 to FY 2023-24. This adjustment is for departments that had unused budgeted amounts due to delays in manufacturing, back ordered/out of stock items, or project schedules that run through multiple fiscal years. The identified items and amounts to be rolled forward amount to \$1,288,503. A list of items are outlined below:

1. Police - \$634,813 for vehicles that were delayed, dog run and kennel, body armor, ammo, and other supplies
2. Streets- \$653,690 for the 2023 roadway maintenance projects, including repairs to Trainer Hale and Windy Meadows, and to complete sidewalk removal and replacement at Rooster Run and Redbarn Run

GOAL

To move forward unused budget amounts on approved programs from FY 2022-23 to prevent expenses from the previous fiscal year from inhibiting the operating budgets for FY 2023-24.

COMMUNITY BENEFIT

This will prevent current year projects and purchases from being delayed due to overlapping expenditures from the previous fiscal year.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Ordinance 23-T-31.

FISCAL IMPACT

The unused funds from last fiscal year were deposited into reserves. This proposal would withdraw those funds to be used in FY 2023-24.

General Fund Estimated Fund Balance - \$15,888,000

Proposed Funding of previous year's projects - \$1,288,503

RECOMMENDATION

Staff recommends approval of Ordinance 23-T-31

ORDINANCE NO. 23-T-31

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2023-2024 BUDGET FOR ITEMS APPROVED BUT NOT EXPENDED IN FISCAL YEAR 2022-2023, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 23-T-18, the City of Schertz (the “**City**”) adopted the budget for the City for the fiscal year 2023-2024 (the “**Budget**”), which provides funding for the City’s operations throughout the 2023-2024 fiscal year; and

WHEREAS, the City needs to authorized budget amounts of \$1,288,503.00 for items approved in Fiscal Year 2022-2023 but not spent; and

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

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to adjust the and re-authorize the funds as more fully set forth in this Ordinance.

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

Section 1. The City shall increase the Police Budget by \$634,813.00 for vehicle purchases, dog run and kennel, body armor, ammo, and other supplies.

Section 2. The City shall increase the Streets Department Budget by \$653,690.00 for 2023 roadway maintenance projects and sidewalk installation.

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

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

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

Section 6. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be

valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

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

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

PASSED ON FIRST READING, the ____ day of _____, 2023.

PASSED, APPROVED, and ADOPTED ON SECOND READING, the ____ day of _____, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: Engineering
Subject: Resolution 23-R-120 – Authorizing a professional services agreement with expenditures up to \$380,000 with Kimley-Horn & Associates, Inc., for the 2024 Street Resurfacing and Rehabilitation Project (B.James/K.Woodlee/J.Nowak)

BACKGROUND

The proposed project is a continuation of the City’s ongoing street preservation effort. The project has two components. One component is “resurfacing” and the other is “rehabilitation.”

The resurfacing effort consists of performing base repairs, asphalt leveling, and crack sealing of various streets then applying a slurry seal to the entire surface. This is a continuation of the slurry seal projects completed in 2022 and earlier this year.

The rehabilitation work is for streets that are in slightly worse shape than those being resurfaced. These streets typically have a large amount of base repairs needed (a relatively high percentage of the total street area). This process involves removing the existing pavement; stabilizing, reshaping, and recompacting the base; and placing new pavement. This is similar to the work done in the Northcliffe area about three years ago and on Cherry Tree a couple years ago. While this effort is more costly than resurfacing, it is less costly than full reconstruction. The professional services agreement includes geotechnical borings to confirm the existing street sections and develop the appropriate streets section that will be reconstructed.

When the 2022 project was being developed, some of the originally planned for resurfacing had to be removed from the project in order to stay within budget. Streets removed from the project included a few streets needing resurfacing and some streets that had deteriorated further and needed rehabilitation. Earlier this year, the streets needing resurfacing were completed. This project includes the rehabilitation streets that had to be removed from the earlier project.

The other streets included in this project were selected based primarily on the PCI score of the street. Other factors in the selection process include: citizen complaints, planned utility replacements, and available budget. The planned streets for this project can be found on the attached maps. The red highlighted streets represent resurfacing while the green-highlighted ones represent rehabilitation.

GOAL

The goal of this item is to obtain authorization from City Council to execute a Task Order Agreement with Kimley-Horn & Associates, Inc. for \$358,425 and a not-to-exceed amount of \$380,000 for the 2024 Street Resurfacing and Rehabilitation project.

COMMUNITY BENEFIT

The professional engineering services will provide for the creation of project bidding documents and bid result analysis, allowing the project to move forward more quickly, completing the construction activities this fiscal year. Completion of these activities will improve the condition of the streets in the project, benefitting motorists, and avoiding the need to completely reconstruct the roadways at a higher unit cost in the future.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that Council authorize execution of a Task Order Agreement with Kimley-Horn & Associates, Inc. for \$358,425 and a not-to-exceed amount of \$380,000 for the 2024 Street Resurfacing and Rehabilitation project.

FISCAL IMPACT

Funding for the project will come from the existing Streets Division budget line item for Outsourced Street Maintenance.

RECOMMENDATION

Approve Resolution 23-R-120.

Attachments

Res 23-R-120 with Maps

RESOLUTION NO. 23-R-120

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPEDITURES WITH KIMLEY-HORN & ASSOCIATES, INC., TOTALING NO MORE THAN \$380,000, FOR PROFESSIONAL ENGINEERING-RELATED SERVICES ON THE 2024 STREET RESURFACIGN AND REHABILITATION PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires professional services relating to engineering and design for the 2023 Street Resurfacing and Rehabilitation Project; and

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

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Kimley-Horn & Associates, Inc. pursuant to the On-Call Task Order Agreement attached hereto as Exhibit A (the “Agreement”) up to a maximum total aggregate amount of \$380,000.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Task Order Agreement with Kimley-Horn & Associates, Inc. in accordance with their approved Master Agreement in substantially the form set forth on Exhibit A in the amount of \$358,425 and authorize the City Manager to execute and deliver the Task Order in a not to exceed total aggregate amount of \$380,000.

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

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

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

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

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

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

PASSED AND ADOPTED, this ____ day of _____, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

EXHIBIT A

TASK ORDER NO. 10 SERVICES AGREEMENT

TASK ORDER FORM

This is Task Order
No. 10, consisting of
29 pages.

Task Order

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

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

1. Background Data

- a. Effective Date of Task Order:
- b. Owner: The City of Schertz
- c. Engineer: Kimley-Horn & Associates, Inc.
- d. Specific Project (title): **2024 Roadway Improvements**
- e. Specific Project (description): The work planned for this task order is associated with the City's Street Preservation & Maintenance (SPAM) Program, and will include development of separate construction contracts for slurry/micro seal and street rehabilitation projects. In total, Kimley-Horn will assess approximately 57 streets, identify pavement and concrete flatwork repairs to improve street functionality, develop overall slurry/micro seal and rehabilitation quantities and construction cost estimates per street, prepare limited construction drawings and contract documents, assist the City with project advertisement and Contractor selection, and provide construction phase services.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 - as follows: [Reference Engineer scope and fee proposal dated November 27, 2023]
- B. Resident Project Representative (RPR) Services: Does Not Apply
- C. Designing to a Construction Cost Limit: Does Not Apply
- D. Other Services: None
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

2. Additional Services

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

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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- as follows: [There are currently no additional services listed in the attached scope and fee proposal dated November 27, 2023 that includes an assigned fee. However, additional services that may apply to this task order are items that differ from assumptions made by Engineer, services listed as Exclusions that may be requested by the City, or any other service requested by the City that is not specifically listed in the basic scope of services within this proposal.]

3. Owner's Responsibilities

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

4. Task Order Schedule

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

The following schedule is proposed for this project, assuming a Notice to Proceed of December 11, 2023:

Notice to Proceed – December 11, 2023

Field Evaluation and Initial OPCC Development – December 11, 2023 to February 6, 2024 (60 days)

City Interim QC – February 7, 2023 to February 13, 2024 (7 days)

Develop 70% Plans and Contract Documents – February 14, 2024 to March 28, 2024 (45 days)

City Interim QC – March 29, 2023 to April 4, 2024 (7 days)

Finalize Construction Drawings & Contract Documents – April 5, 2024 to April 19, 2024 (15 days)

Project Bid Phase – April 19, 2024 to May 17, 2024 (30 days)

Construction Phase – Estimated at 6 months

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [N/A] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [N/A] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [N/A] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [N/A] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [N/A] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [pdf] copies of the Preliminary Design Phase documents,	Within [60] days of Owner's authorization to proceed with Preliminary Design Phase

	opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [7] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [pdf] copies of the 70% Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [45] days of the receipt of Owner's comments regarding the 70% Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [7] days of the receipt of 70% Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [pdf and 5] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [15] days of Owner's authorization to proceed with Final Design Phaseservices.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [N/A] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [N/A] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [N/A] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

5. Payments to Engineer

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

Task	Description of Service	Amount	Basis of Compensation
	Task A - Street Preservation Projects		
	BASIC SERVICES		
1A	Project Management	\$ 15,030.00	[Lump Sum]
2A	Field Evaluation and Initial OPCC Development	\$ 95,345.00	[Lump Sum]
3A	Street Preservation Plans and Contract Documents	\$ 51,495.00	[Lump Sum]
4A	Final Plans and Bid Phase Services	\$ 14,605.00	[Lump Sum]
5A	Construction Phase Services	\$ 18,990.00	[Lump Sum]
6A	Reimbursable Project Expenses	\$ 2,750.00	[Hourly]
	Total Task A (Basic Services)	\$ 198,215.00	
	Task B - Street Rehabilitation Projects		
	BASIC SERVICES		
1B	Project Management	\$ 10,225.00	[Lump Sum]
2B	Geotechnical Engineering Services	\$ 12,370.00	[Lump Sum]
3B	Field Evaluation and Initial OPCC Development	\$ 68,185.00	[Lump Sum]
4B	Street Rehabilitation Plans and Contract Documents	\$ 35,315.00	[Lump Sum]
5B	Final Plans and Bid Phase Services	\$ 12,545.00	[Lump Sum]
6B	Construction Phase Services	\$ 20,070.00	[Lump Sum]
7B	Reimbursable Project Expenses	\$ 1,500.00	[Hourly]
	Total Task B (Basic Services)	\$ 160,210.00	
	TOTAL COMPENSATION (TASK A & B)	\$ 358,425.00	

*Based on a [6] - month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

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

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

7. Other Modifications to Agreement and Exhibits:

[Scope associated with this task order is included as an attachment to this task order form, dated November 27, 2023.]

8. Attachments: Engineer scope and fee proposal (November 27, 2023)

9. Other Documents Incorporated by Reference: None

10. Terms and Conditions

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

The Effective Date of this Task Order is [].

OWNER:

By: _____

Print Name: Steve Williams, CMA-CM, MPA, CGFO

Title: City Manager

ENGINEER:

By: 

Print Name: Jeffrey A. Farnsworth, PE

Title: Asst. Secretary

Engineer License or Firm's
Certificate No. (if required): F-928
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Kathryn Woodlee, P.E.

Title: City Engineer

Address: 11 Commercial Place, Schertz, TX 78154

E-Mail
Address: kwoodlee@schertz.com

Phone: 210-619-1823

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Stephen J. Aniol, PE

Title: Sr. Project Manager

Address: 10101 Reunion Place, Ste. 400, San Antonio, TX 78216

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

Phone: 210-321-3404



November 27, 2023

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

**RE: 2024 Roadway Improvements Preservation and Rehabilitation Projects
 Scope and Fee Proposal**

Dear Mr. Nowak:

Kimley-Horn is pleased to submit this scope and fee proposal for professional services for the 2024 Roadway Improvements project, which consists of City-wide street preservation and rehabilitation projects associated with the Street Preservation & Maintenance (SPAM) Program. The proposal will be split into the following tasks:

- Task A – Street Preservation Projects
- Task B – Street Rehabilitation Projects

PROJECT UNDERSTANDING

Per correspondence between the City and Kimley-Horn, the goal of this project is to use slurry seal and microsurfacing for streets listed under the preservation category and cement or asphalt emulsion for street rehabilitation projects. There are currently 39 confirmed streets planned for slurry seal, 1 for microsurfacing and 14 streets for street rehabilitation. As discussed with the City we have also accounted for an additional subdivision of approximately 5 streets to be added to the street preservation list. These additional streets will be determined by the City at a later date. In total, this amounts to 54 confirmed streets that are spread throughout the City, totaling over 57,000 linear feet or approximately 10.8 miles. Each application type, preservation (slurry seal and micro surface) and rehabilitation, will be divided into separate contracts and then bid as separate construction contracts utilizing the Request for Competitive Sealed Proposal (RFCSP) contract method. Kimley-Horn will provide construction phase administration services to assist the City with overall support and documenting improvements are being constructed in accordance with the approved plans and specifications.

SCOPE OF SERVICES

The slurry seal and microsurface application will be utilized for street preservation and will include the completion of necessary structural pavement repairs (base repairs) in advance of placement of the seal application. The street rehabilitation application will be utilized for streets in poorer condition, in which the existing pavement will be recycled and mixed with cement or emulsion, recompact and graded to drain, and a new surface course installed. Pavement cores will be obtained by a geotechnical engineer as a sub-consultant to Kimley-Horn. These pavement cores will confirm the existing pavement section depth and characteristics and that there is suitable material in place to perform the necessary mixing application. The geotechnical engineer will confirm the appropriate material to mix with the existing pavement section and the ratio of material. It is assumed that either cement or emulsion will be utilized as the mixing material. Based on previous experience with street preservation and rehabilitation projects and the current condition of streets included in this program, Kimley-Horn anticipates some flatwork (concrete curb, sidewalks, and driveways) will require replacement.

Kimley-Horn will complete site visits for all streets to verify and document existing condition and obtain field measurements for pavement repairs and flatwork removal/replacement limits. These measurements will be utilized to populate approximate construction cost estimates and develop aerial based schematic drawings to illustrate proposed improvements. Improvements shown on schematics will be approximate with dimensions listed and will provide a general idea of proposed location. The contractor will be responsible for confirming actual locations with Engineer and City PM prior to construction.

A limited set of construction drawings will be developed to convey repair locations, quantities and proposed improvements. With the preservation and rehabilitation projects being issued under separate construction contracts, a separate construction drawings and specifications package will be developed for each application type. It is Kimley-horn's intent to combine the slurry seal and microsurface into a single construction contract.

The following tasks outline the detailed scope of services to be completed by Kimley-Horn for this project. Also attached with this proposal is a project work plan that details out the tasks to be performed and expected level of effort.

TASK A – STREET PRESERVATION PROJECTS

Task 1A: Project Management

1. Daily project management/design team coordination
2. Monthly financials and project invoicing, based on an estimated 10-month project schedule
3. Internal project kickoff meeting
4. General coordination with City Project Manager

Task 2A: Field Evaluation and Initial OPCC Development

1. Conduct field evaluation of 43 streets to document existing conditions and obtain field measurements of needed pavement repairs
2. Download site visit photos & documentation
3. Prepare quantity takeoffs for each street to assist with budgeting purposes
4. Develop OPCC for each street
5. Conduct Schertz Parkway field evaluation to document existing conditions and obtain field measurements of needed pavement repairs
6. Prepare Schertz Parkway quantity takeoff
7. Develop Schertz Parkway OPCC (includes striping quantities)
8. Develop pavement repair exhibits
 - 8.1. Exhibits will be aerial schematic based at a 1" to 50' scale. Pavement repair and necessary flatwork replacement limits and dimensions will be included.
9. QA/QC repair areas and OPCC for each street
10. Prepare submittal package of draft repair exhibits and OPCCs and submit to City
11. Conduct site visits with City Project Manager to review recommended pavement and concrete repairs

Task 3A: Street Preservation Plans and Contract Documents

1. Conduct site visits to finalize repair areas. Will include review of City comments.
2. Conduct site visit to finalize repair areas on Schertz Pkwy
3. Finalize schematic exhibits for pavement and concrete repairs
4. Finalize quantities and OPCC for each street and the overall program

5. Develop cover sheet/index of sheets
6. Develop general and supplemental notes sheets for preservation projects
 - 6.1. The intent of this task is to utilize notes completed under the 2020 SPAM Resurfacing Project and make minor adjustment to fit this proposed contract.
7. Develop master quantity summary sheet
8. Develop subdivision street list and location sheets (8 subdivisions)
9. Develop individual subdivision quantity summary sheets (8 subdivisions)
10. Develop base repair details and sheets
11. Prepare typical section and grading notes for Aranda Lane
 - 11.1. Detailed plans are not planned for Aranda Lane. A typical section will be developed to convey the proposed scope of work to the Contractor and any edge construction that is needed to maintain a consistent road width will be notated on the plans
12. Incorporate relevant construction details and standards
13. Coordinate with Purchasing Department for contract development
14. Prepare Contract Documents Package to include the following:
15. Prepare table of contents and invitation to bidders document
16. Prepare bid schedule
17. Prepare supplement conditions (includes governing specs, special specs, supplemental specs & special provisions)
18. Prepare Owner and Contractor agreement
19. Assemble contract documents & specifications
20. Internal QC/QA 70% submittal
21. Prepare 70% submittal package to include plans and specifications and submit to the City for review

Task 4A: Final Plans and Bid Phase Services

1. Finalize plans and specifications addressing the City's final comments
 - 1.1. It is assumed that comments will be limited to the general notes, subdivision maps, quantity sheets and construction standards. Pavement repair schematics and quantities will be finalized at the conclusion of the 70% design phase
2. Finalize contract documents package
3. Assist City with project advertising
4. Prepare agenda and attend pre-bid meeting
5. Prepare pre-bid meeting notes
6. Prepare and issue addenda
7. Attend bid opening
8. Review Contractor qualifications and evaluate submitted bids
9. Prepare bid tabulation and low bid comparison with Engineer's OPCC
10. Assist City with bid negotiations as needed
11. Prepare contract award recommendation letter

Task 5A: Construction Phase Services

1. Attend pre-construction meeting
2. Material submittal reviews
3. Conduct construction site visits and report accordingly (est. 6 months, two x monthly, 1 report per month)
4. Review and respond to Contractor change order proposal (est. 2 proposals)

Task 6A: Reimbursable Project Expenses

1. Field review & design/construction site visits*
2. Marking paint and measuring equipment (design phase)

*Mileage to be reimbursed based on the 2023 standard business mileage rate of 65.5 cents per mile.

TASK B – STREET REHABILITATION PROJECTS

Task 1B: Project Management

1. Daily project management/design team coordination
2. Monthly financials and project invoicing, based on an estimated 10-month project schedule
3. General coordination with City project manager

Task 2B: Geotechnical Engineering Services

1. Geotechnical Engineering Services (Terracon)
 - Field exploration including boring and pavement cores. A summary is provided below:

Number of Borings	Planned Boring Depth (feet) ¹	Number of Pavement Cores	Planned Location
1 (A-1)	10	7 (C-1 thru C-7)	Maple Drive
---	---	2 (D-1 and D-2)	Dove Meadows Neighborhood
---	---	5 (E-1 thru E-5)	Robin Hood Way
---	---	4 (F-1 thru F-4)	St. Andrews

- Laboratory testing
 - Develop geotechnical engineering report
2. Subcontract management
 3. Coordinate pavement boring and coring plan and drilling operations
 4. Review boring logs and draft engineering report

Task 3B: Field Evaluation and Initial OPCC Development

The following streets are considered for street rehabilitation:

Street	Subdivision	From	To	Length (ft)
Maple Drive	Maple Drive	Oak Street	Colony Drive	3600
St. Andrews	The Ridge at Scenic Hills	Country Club	Pebble Beach	900
Robin Hood Way	Schertz Forest	Cul-De-Sac	Sherlock Lane	1560
Sherlock Lane	Schertz Forest	Robin Hood Way	Nottingshire	730
Nottingshire	Schertz Forest	Sherlock Lane	Ware-Seguín Road	1070
Dove Meadows	Silvertree	Borgfeld Road	Mourning Dove	175
Dove Meadows	Silvertree	Mourning Dove	Silvertree Boulevard	775
Mourning Dove	Silvertree	Dove Meadows	Cul-De-Sac	375
White Wing	Silvertree	Dove Meadows	Cul-De-Sac	370
Grey Feather	Silvertree	Dove Meadows	Cul-De-Sac	400
Silvertree Boulevard	Silvertree	Dove Meadows	Cul-De-Sac	430
Silvertree Boulevard	Silvertree	Dove Meadows	FM 3009	780
Idlewood	Silvertree	Silvertree Boulevard	Cul-De-Sac	360
Spicewood	Silvertree	Greenwood	Cul-De-Sac	300

1. Conduct site visits to review existing condition of streets and identify improvements required to improve gutter line profile
 - 1.1. 14 rehab streets for a total of 24 sheets at 50 scale
 - 1.2. Improvements may include concrete curb, sidewalk driveway replacement, valve box and manhole adjustments, topsoil and sodding, and irrigation head adjustment
2. Download site visit photos & field work documentation
3. Prepare quantity takeoffs for each street to assist with budgeting purposes
4. Develop OPCC for each street
5. Develop plan view aerial schematics that illustrate recommended improvements noted in Task 3B
 - 1.1.2
6. QA/QC schematics and OPCC for each street
7. Prepare submittal package of draft schematics and OPCCs and submit to City
8. Conduct site visits with City Project Manager to review recommended improvements

Task 4B: Street Rehabilitation Plans and Contract Documents

1. Finalize schematics including addressing City comments
2. Finalize quantities and OPCC for each street and the overall program
3. Develop cover sheet/index of sheets
4. Develop general and supplemental notes sheets for rehabilitation projects
 - 4.1. Construction notes from previous rehabilitation program will be utilized as a starting point. Kimley-Horn will review and recommend necessary edits
5. Develop master quantity summary sheet
6. Develop subdivision street list and location sheets (4 subdivisions)
7. Develop individual subdivision quantity summary sheets (4 subdivisions)
8. Develop rehabilitation details and sheets
9. Incorporate relevant construction details and standards
10. Coordination with Purchasing Department for contract development
11. Prepare Contracts Document Package to include the following:
12. Prepare table of contents and invitation to bidders document
13. Prepare bid schedule
14. Prepare supplement conditions (includes governing specs, special specs, supplemental specs & special provisions)
15. Prepare Owner and Contractor agreement
16. Assemble contract documents & specifications
17. QC/QA 70% submittal
18. Prepare 70% submittal package to include plans and specifications and submit to the City for review

Task 5B: Final Plans and Bid Phase Services

1. Finalize plans and specifications addressing the City's final comments
2. Finalize contract documents package
3. Assist City with project advertising
4. Prepare agenda and attend pre-bid meeting
5. Prepare pre-bid meeting notes
6. Prepare and issue addenda
7. Attend bid opening
8. Review Contractor qualifications and evaluate submitted bids

9. Prepare bid tabulation and low bid comparison with Engineer's OPCC
10. Assist City with bid negotiations as needed
11. Prepare contract award recommendation letter

Task 6B: Construction Phase Services

1. Attend pre-construction meeting
2. Material submittal reviews
3. Conduct construction site visits and report accordingly (est. 6 months, two x monthly, 1 report per month)
4. Review and respond to Contractor change order proposal (est. 2 proposals)

Task 7B: Reimbursable Project Expenses

1. Field review & design/construction site visits*

*Mileage to be reimbursed based on the 2023 standard business mileage rate of 65.5 cents per mile.

ASSUMPTIONS AND EXCLUSIONS

The following items list assumptions made and exclusions that serve as a basis for development of the above referenced scope of work and proposed fee included in the attached project work plan:

ASSUMPTIONS

- TxDOT permits will not be required for this project.
- Contractor will provide necessary SWPPP and TCP design drawings, if required by a permitting agency
- Material testing and inspection services will be completed by the City.
- A total project schedule of 10-months is anticipated for both contracts, inclusive of a 6-month construction schedule.
- RFI responses for preservation and rehabilitation operations will be coordinated during bi-weekly site visits.
- Repair areas for preservation and rehabilitation schematics will be finalized during the 70% design phase.

EXCLUSIONS

The following tasks have been excluded from the basic scope services and requested design fee, but can be completed by Kimley-Horn as an additional service should the City need that service.

- Data collection not including geotechnical engineering services noted in base scope of services
- Detailed design drawings. It is assumed that any necessary repairs will be coordinated with the City and the Contractor during construction. In the event substantial repairs are required, Kimley-Horn will notify the City for further direction.
- Design milestones in addition to what is proposed for this project
- Additional round of comments to what is specified.
- Monthly project meetings during construction phase
- Attend substantial completion walk & issue punch list.
- Attend final completion walk & issue Notice of Acceptability of Work.
- Resident Project Representative (RPR)
- Any other services not listed in the basic scope of services or project work plan.

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

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

SCHEDULE

Upon approval by the City staff and Council, Kimley-Horn will prepare and submit a design schedule for both tasks with an emphasis on the City's desirable construction period. Kimley-Horn will also coordinate with the City to determine an approximate bid date for both tasks.

Construction phase services proposed for both tasks are based on durations identified in the Assumptions section above. Per previous coordination with the City, daily coordination with the Contractor will be handled internally by City staff, so the expected services Kimley-Horn will provide during the construction phase are limited to the scope outlined above. Should construction exceed the identified durations due to conditions beyond our control, Kimley-Horn will coordinate with the City to develop a path forward and submit any necessary additional service proposals to continue to support the City during the construction phase.

FEE AND BILLING

In accordance with the below fee summary table, Kimley-Horn will perform the above outlined scope of services, including subconsultant services and project expenses, for a lump sum fee not to exceed **\$358,425**. As noted above an attachment is included documenting the proposed tasks to be completed and planned level of effort.

Task	Description of Service	Amount	Basis of Compensation
	Task A - Street Preservation Projects		
	BASIC SERVICES		
1A	Project Management	\$ 15,030.00	[Lump Sum]
2A	Field Evaluation and Initial OPCC Development	\$ 95,345.00	[Lump Sum]
3A	Street Preservation Plans and Contract Documents	\$ 51,495.00	[Lump Sum]
4A	Final Plans and Bid Phase Services	\$ 14,605.00	[Lump Sum]
5A	Construction Phase Services	\$ 18,990.00	[Lump Sum]
6A	Reimbursable Project Expenses	\$ 2,750.00	[Hourly]
	Total Task A (Basic Services)	\$ 198,215.00	
	Task B - Street Rehabilitation Projects		
	BASIC SERVICES		
1B	Project Management	\$ 10,225.00	[Lump Sum]
2B	Geotechnical Engineering Services	\$ 12,370.00	[Lump Sum]
3B	Field Evaluation and Initial OPCC Development	\$ 68,185.00	[Lump Sum]
4B	Street Rehabilitation Plans and Contract Documents	\$ 35,315.00	[Lump Sum]
5B	Final Plans and Bid Phase Services	\$ 12,545.00	[Lump Sum]
6B	Construction Phase Services	\$ 20,070.00	[Lump Sum]
7B	Reimbursable Project Expenses	\$ 1,500.00	[Hourly]
	Total Task B (Basic Services)	\$ 160,210.00	
	TOTAL COMPENSATION (TASK A & B)	\$ 358,425.00	

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

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE# 928



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

Attachments

- 1 – Project Work Plan (Task A - Street Preservation Projects)
- 2 – Project Work Plan (Task B - Street Rehabilitation Projects)
- 3 – Geotechnical Engineering Proposal (Subconsultant)

Fee/Price Proposal Breakdown for Professional Services

	2024 Roadway Improvements - Task A Street Preservation Projects									
	On-Call Engineering Services, Task Order - 10									
	Design Firm: Kimley-Horn and Associates, Inc.									
	Date Proposal Submitted: 11/27/2023									
	CoS Project Manager: John Nowak, PE									
	Kimley-Horn Project Manager: Chance Dyess, PE / Stephen Aniol, PE									
	Position/Personnel Title	QA/QC Manager	Project Manager	Civil Engineer	Staff Engineer III	Staff Engineer II	Design Technician	Administrative /Clerical		Consultant Fee Total
	Contract Approved Rates	\$ 225.00	\$ 175.00	\$ 145.00	\$ 125.00	\$ 115.00	\$ 95.00	\$ 75.00		
	Task to be performed/Phase Description (including Sub-consultant work)								Total Hours	
	BASIC SERVICES									
1A	Project Management	24	40	2	10	0	2	12	90	\$ 15,030.00
1.1A	Daily Project Management/Design Team Coordination	12	16						28	\$ 5,500.00
1.2A	Monthly Financials and Project Invoicing (Est. 10 Months)	2	10		10			12	34	\$ 4,350.00
1.3A	Internal Project Kickoff Meeting	2	2	2			2		8	\$ 1,280.00
1.4A	General Coordination with City Project Manager	8	12						20	\$ 3,900.00
2A	Field Evaluation and Initial OPCC Development	59	62	142	222	80	144	0	709	\$ 95,345.00
2.1A	Site Visits to Review Streets (43 Preservation Streets)	8	24	80	80		40		232	\$ 31,400.00
2.2A	Download Site Visit Photos & Documentation				20				20	\$ 2,500.00
2.3A	Quantity Takeoff per Street		8	10		80			98	\$ 12,050.00
2.4A	Develop OPCC per Street	2	4	8	20				34	\$ 4,810.00
2.5A	Schertz Parkway Field Evaluation & Documentation	8		24	24				56	\$ 8,280.00
2.6A	Schertz Parkway Quantity Takeoff	1	2	4	16				23	\$ 3,155.00
2.7A	Schertz Parkway OPCC (Includes Striping Quantities)		1	2	12				15	\$ 1,965.00
2.8A	Develop Pavement Repair Exhibits	4	8	12	32		100		156	\$ 17,540.00
2.9A	QA/QC Repair Areas and OPCC per Street	36							36	\$ 8,100.00
2.10A	Draft Repair Exhibits and OPCCs Submittal to City		1	2	4		4		11	\$ 1,345.00
2.11A	Site Visits with City Project Manager to Review Repairs		14		14				28	\$ 4,200.00
3A	Street Preservation Plans and Contract Documents	28	33	85	117	44	78	0	385	\$ 51,495.00
3.1A	Finalize Repair Areas per City Comments (Site Visits)	8	10	36	36				90	\$ 13,270.00
3.2A	Finalize Repair Areas - Schertz Parkway (Site Visit)	4		12	12				28	\$ 4,140.00
3.3A	Finalize Pavement Repair Exhibits		3	6	20		20		49	\$ 5,795.00
3.4A	Finalize Quantities and OPCC per Street/Overall Program		4	6		40			50	\$ 6,170.00
3.5A	Develop Cover Sheet/Index of Sheets				1		2		3	\$ 315.00
3.6A	Develop General and Supplemental Notes Sheets for Preservation Projects	1	2		4		6		13	\$ 1,645.00
3.7A	Develop Master Quantity Summary Sheet				2		2		4	\$ 440.00
3.8A	Develop Subdivision Street List and Location Sheets (8 Subdivisions)			4	8		12		24	\$ 2,720.00
3.9A	Develop Individual Subdivision Quantity Summary Sheets (8 Subdivisions)			4			16		20	\$ 2,100.00
3.10A	Develop Base Repair Details and Sheets		1		4		4		9	\$ 1,055.00
3.11A	Prepare Typical Section and Grading Notes for Aranda Lane		1		4	4			9	\$ 1,135.00
3.12A	Incorporate Relevant Construction Details and Standards		2		4		4		10	\$ 1,230.00
3.13A	Coordination with Purchasing Department for Contract Development		2	2					4	\$ 640.00
3.14A	Prepare Table of Contents and Invitation to Bidders Document		1		4				5	\$ 675.00
3.15A	Prepare Bid Schedule	1	1		6				8	\$ 1,150.00
3.16A	Prepare Supplement Conditions (Includes Governing Specs, Special Specs, Supp Specs & Special Provisions)	1	2	8	4				15	\$ 2,235.00
3.17A	Prepare Owner and Contractor Agreement		1	1					2	\$ 320.00
3.18A	Assemble Contract Documents & Specifications	1	2	4	4		8		19	\$ 2,415.00
3.19A	QC/QA 70% Submittal	12							12	\$ 2,700.00
3.20A	70% Submittal		1	2	4		4		11	\$ 1,345.00
4A	Final Plans and Bid Phase Services	8	24	14	34	7	16	0	103	\$ 14,605.00
4.1A	Finalize Plans and Specs	2	4	4	12		16		38	\$ 4,750.00
4.2A	Finalize Contract Documents Booklet	1	2	4	8				15	\$ 2,155.00
4.3A	Assist City with Project Advertising		2		2				4	\$ 600.00

		2024 Roadway Improvements - Task A Street Preservation Projects
	Project Name:	On-Call Engineering Services, Task Order - 10
	Design Firm:	Kimley-Horn and Associates, Inc.
	Date Proposal Submitted:	11/27/2023
	CoS Project Manager:	John Nowak, PE
	Kimley-Horn Project Manager:	Chance Dyess, PE / Stephen Aniol, PE

[illegible]

Fee/Price Proposal Breakdown for Professional Services

	2024 Roadway Improvements - Task B Street Rehabilitation Projects											
	On-Call Engineering Services, Task Order - 10											
	Project Name:											
	Design Firm:											
	Date Proposal Submitted:											
CoS Project Manager:												
Kimley-Horn Project Manager:												
Kimley-Horn and Associates, Inc.												
11/27/2023												
John Nowak, PE												
Chance Dyess, PE / Stephen Aniol, PE												

		QA/QC Manager	Project Manager	Civil Engineer	Staff Engineer III	Staff Engineer II	Senior Design Technician	Design Technician	Administrative /Clerical		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
	Position/Personnel Title												
	Contract Approved Rates	\$ 225.00	\$ 175.00	\$ 145.00	\$ 125.00	\$ 115.00	\$ 115.00	\$ 95.00	\$ 75.00				
	Task to be performed/Phase Description (including Sub-consultant work)									Total Hours			
	BASIC SERVICES												
1B	Project Management	15	30	0	8	0	0	0	8	61	\$ 10,225.00	\$ -	\$ 10,225.00
1.1B	Daily Project Management/Design Team Coordination	8	12							20	\$ 3,900.00		
1.2B	Monthly Financials and Project Invoicing (Est. 10 Months)	2	8		8				8	26	\$ 3,450.00		
1.3B	General Coordination with City Project Manager	5	10							15	\$ 2,875.00		
2B	Geotechnical Engineering Services	2	6	4	2	0	0	0	0	14	\$ 2,330.00	\$ 10,040.00	\$ 12,370.00
2.1B	Geotechnical Engineering Services									0	\$ -	\$ 10,040.00	
2.2B	Subcontract Management		1		2					3	\$ 425.00		
2.3B	Coordinate Pavement Boring and Coring Plan and Drilling Operations		1	4						5	\$ 755.00		
2.4B	Review Boring Logs and Draft Engineering Report	2	4							6	\$ 1,150.00		
3B	Field Evaluation and Initial OPCC Development	40	51	82	142	62	0	142	0	519	\$ 68,185.00	\$ -	\$ 68,185.00
3.1B	Site Visits to Review Streets (14 Rehab Streets/24 Sheets at 50 Scale)	8	18	42	42			26		136	\$ 18,760.00		
3.2B	Download Site Visit Photos & Documentation				16					16	\$ 2,000.00		
3.3B	Quantity Takeoff per Street		8	12		62				82	\$ 10,270.00		
3.4B	Develop OPCC per Street	2	4	8	26					40	\$ 5,560.00		
3.5B	Develop Plan View Aerial Schematics	4	8	18	42			112		184	\$ 20,800.00		
3.6B	QA/QC Schematics and OPCC	26								26	\$ 5,850.00		
3.7B	Draft Schematics and OPCC Submittal to City		1	2	4			4		11	\$ 1,345.00		
3.8B	Site Visits with City Project Manager to Review Improvements		12		12					24	\$ 3,600.00		
4B	Street Rehabilitation Plans and Contract Documents	13	25	41	57	46	41	52	0	275	\$ 35,315.00	\$ -	\$ 35,315.00
4.1B	Finalize Schematics		5	10	20			44		79	\$ 9,005.00		
4.2B	Finalize Quantities and OPCC per Street/Overall Program		4	10		46				60	\$ 7,440.00		
4.3B	Develop Cover Sheet/Index of Sheets				1		1			2	\$ 240.00		
4.4B	Develop General and Supplemental Notes Sheets for Rehabilitation Projects	2	4		4		6			16	\$ 2,340.00		
4.5B	Develop Master Quantity Summary Sheet				2		2			4	\$ 480.00		
4.6B	Develop Subdivision Street List and Location Sheets (4 Subdivisions)			2	4		8			14	\$ 1,710.00		
4.7B	Develop Individual Subdivision Quantity Summary Sheets (4 Subdivisions)			2			12			14	\$ 1,670.00		
4.8B	Develop Rehabilitation Details and Sheets		1		4		4			9	\$ 1,135.00		
4.9B	Incorporate Relevant Construction Details and Standards		2		4		4			10	\$ 1,310.00		
4.10B	Coordination with Purchasing Department for Contract Development		1	2						3	\$ 465.00		
4.11B	Prepare Table of Contents and Invitation to Bidders Document		1		2					3	\$ 425.00		
4.12B	Prepare Bid Schedule	1	1		4					6	\$ 900.00		
4.13B	Prepare Supplement Conditions (Includes Governing Specs, Special Specs, Supp Specs & Special Provisions)	1	2	8	4					15	\$ 2,235.00		
4.14B	Prepare Owner and Contractor Agreement		1	1						2	\$ 320.00		
4.15B	Assemble Contract Documents & Specifications	1	2	4	4			8		19	\$ 2,415.00		
4.16B	QC/QA 70% Submittal	8								8	\$ 1,800.00		
4.17B	70% Submittal		1	2	4		4			11	\$ 1,425.00		
5B	Final Plans and Bid Phase Services	8	23	14	25	7	0	8	0	85	\$ 12,545.00	\$ -	\$ 12,545.00
5.1B	Finalize Plans and Specs	2	4	4	8			8		26	\$ 3,490.00		
5.2B	Finalize Contract Documents Booklet	1	2	4	4					11	\$ 1,655.00		
5.3B	Assist City with Project Advertising		1		1					2	\$ 300.00		
5.4B	Prepare Agenda and Attend Pre-Bid Meeting	3	3		2					8	\$ 1,450.00		
5.5B	Prepare Pre-Bid Meeting Notes		1		2					3	\$ 425.00		
5.6B	Prepare and Issue Addenda	1	2	4	8					15	\$ 2,155.00		
5.7B	Attend Bid Opening		3							3	\$ 525.00		
5.8B	Contractor Qualification and Bid Evaluation		1	2						3	\$ 465.00		
5.9B	Prepare Bid Tabulation	0.5	2			4				6.5	\$ 922.50		
5.10B	Assist City with Bid Negotiations		3							3	\$ 525.00		

Fee/Price Proposal Breakdown for Professional Services

		2024 Roadway Improvements - Task B Street Rehabilitation Projects											
	Project Name:	On-Call Engineering Services, Task Order - 10											
	Design Firm:	Kimley-Horn and Associates, Inc.											
	Date Proposal Submitted:	11/27/2023											
	CoS Project Manager:	John Nowak, PE											
	Kimley-Horn Project Manager:	Chance Dyess, PE / Stephen Aniol, PE											
	Position/Personnel Title	QA/QC Manager	Project Manager	Civil Engineer	Staff Engineer III	Staff Engineer II	Senior Design Technician	Design Technician	Administrative /Clerical		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
	Contract Approved Rates	\$ 225.00	\$ 175.00	\$ 145.00	\$ 125.00	\$ 115.00	\$ 115.00	\$ 95.00	\$ 75.00				
	Task to be performed/Phase Description (including Sub-consultant work)									Total Hours			
5.11B	Prepare Contract Award Recommendation Letter	0.5	1			3				4.5	\$ 632.50		
6B	Construction Phase Services	2	34	46	56	0	0	0	0	138	\$ 20,070.00	\$ -	\$ 20,070.00
6.1B	Attend Pre-Construction Meeting		4		4					8	\$ 1,200.00		
6.2B	Material Submittal Reviews	1	4	8	12					25	\$ 3,585.00		
6.3B	Construction Site Visits and Report (Est. 6 Months, Two x Monthly, 1 Report per Month)		24	36	36					96	\$ 13,920.00		
6.4B	Review and Respond to Contractor Change Order Proposal (Est. 2 Proposals)	1	2	2	4					9	\$ 1,365.00		
7B	Reimbursable Project Expenses	0	0	0	0	0	0	0	0	0	\$ 1,500.00	\$ -	\$ 1,500.00
7.1B	Field Review & Design/Construction Site Visits										\$ 1,500.00	\$ -	
	Total Hours (Basic Services):	80	169	187	290	115	41	202	8	1092			
	Total Fee (Basic Services):										\$ 150,170.00	\$ 10,040.00	\$ 160,210.00



6911 Blanco Road
San Antonio, TX 78216
P (210) 641-2112
Terracon.com

November 27, 2023

Kimley-Horn and Associates Inc.
10101 Reunion Place, Suite 400
San Antonio, TX 78216

ATTACHMENT 3

Attn: Mr. Chance Dyess, P.E.
P: (210) 728 – 6947
E: Chance.Dyess@kimley-horn.com

RE: Revised Proposal for Geotechnical Engineering Services
Schertz SPAM Projects 2024
Various Streets
Schertz, Texas
Terracon Revised Proposal No. P90235304R

Dear Mr. Dyess:

We appreciate the opportunity to submit this revised proposal to Kimley-Horn and Associates Inc. to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached proposal.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plans

The proposed Scope of Services may be authorized by a Purchase Order referencing the existing Master Services Agreement (dated August 4, 2021). Services will be initiated upon acceptance of PO and receipt of authorization with written notice to proceed (including e-mail). The terms, conditions and limitations stated in the Master Services Agreement, including sections of this Proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

Sincerely,

Terracon

(Firm Registration: TX F3272)

Carlos Cotilla
Staff Engineer

Gregory P. Stieben, P.E.
Senior Consultant

Proposal for Geotechnical Engineering Services

Schertz SPAM Projects 2024 | Schertz, Texas

November 27, 2023 | Terracon Revised Proposal No. P90235304R

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Terracon previously provided a Geotechnical Report (Terracon Project No. 90215067, dated October 26, 2022) for the proposed reconstruction of streets within the Dove Meadows Neighborhood and Robin Hood Way. The findings in that report will be used to supplement this new geotechnical study.

Planned Construction

Item	Description
Information Provided	We have been provided the site locations by the Client.
Roadways	<p>The project includes the reconstruction and rehabilitation of several streets in Schertz, Texas.</p> <ul style="list-style-type: none">■ Maple Drive from Oak Street to Colony Drive (approx. 3,600 LF) will be rehabilitated. A small section of the road will be reconstructed.■ Robin Hood Way (approx. 4,000 LF) will be rehabilitated.■ Dove Meadows Neighborhood, several roads within the neighborhood will be rehabilitated.■ St. Andrews from Country Club Boulevard to Pebble Beach will be rehabilitated.
Pavements	Only flexible (asphalt) pavement sections will be considered.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at various streets in Schertz, Texas.
Existing Improvements	Existing roadways
Current Ground Cover	Asphalt.
Existing Topography	Unknown

Proposal for Geotechnical Engineering Services

Schertz SPAM Projects 2024 | Schertz, Texas

November 27, 2023 | Terracon Revised Proposal No. P90235304R

Site Access

We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections. The asphalt core observations and measurements from the previous Terracon Geotechnical Report (Terracon Project No. 90215067, dated October 26, 2022) will be used to supplement the rehabilitation recommendations for Robin Hood Way and Dove Meadows. Borings were performed previously on the Dove Meadows and Robin Hood Way sites.

Field Exploration

Based on the proposed development and our experience in the project areas, the following field exploration is proposed:

Number of Borings	Planned Boring Depth (feet) ¹	Number of Pavement Cores	Planned Location
1 (A-1)	10	7 (C-1 thru C-7)	Maple Drive
---	---	2 (D-1 and D-2)	Dove Meadows Neighborhood
---	---	5 (E-1 thru E-5)	Robin Hood Way
---	---	4 (F-1 thru F-4)	St. Andrews

1. Below ground surface.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and

Proposal for Geotechnical Engineering Services

Schertz SPAM Projects 2024 | Schertz, Texas

November 27, 2023 | Terracon Revised Proposal No. P90235304R

classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings after completion. Pavements are patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is currently not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service Texas811. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. Terracon will notify Texas811, a free utility location service, prior to our drilling program to help locate utilities within dedicated public utility easements. If underground utilities are known to exist on the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for utilities for which we are unaware or that are improperly located in the field. Location of private lines on the property is not part of the Texas 811 scope.

Proposal for Geotechnical Engineering Services

Schertz SPAM Projects 2024 | Schertz, Texas

November 27, 2023 | Terracon Revised Proposal No. P90235304R

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed for the soil boring:

- Water content
- Percent Passing No. 200 sieve
- Atterberg limits
- Sulfate Tests
- CBR (1 test) (The test results from the previous study will be used)
- Standard Proctor (1 test) (The test results from the previous study will be used)
- Lime Series (1 test) (The test results from the previous study will be used)

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring and coring location plan.
- Subsurface exploration procedures.
- Computer generated boring logs with soil classification.
- Summarized laboratory data.
- Groundwater levels observed during and after completion drilling.
- Encountered soil conditions.
- Subgrade soil modification recommendations for pavement design.
- Existing pavement thickness.
- Pavement design recommendation in accordance with the City of Schertz design manual.

Proposal for Geotechnical Engineering Services

Schertz SPAM Projects 2024 | Schertz, Texas

November 27, 2023 | Terracon Revised Proposal No. P90235304R

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee ¹
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	\$10,040

1. Proposed fees noted above are effective for 60 days from the date of the proposal.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule ^{1, 2}
Kickoff Call with Client	5 days after notice to proceed
Site Characterization	20 days after completion of field program

Proposal for Geotechnical Engineering Services

Schertz SPAM Projects 2024 | Schertz, Texas

November 27, 2023 | Terracon Revised Proposal No. P90235304R

Delivery on Client Portal	Schedule ^{1, 2}
Geotechnical Engineering	15 days after completion of laboratory testing

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

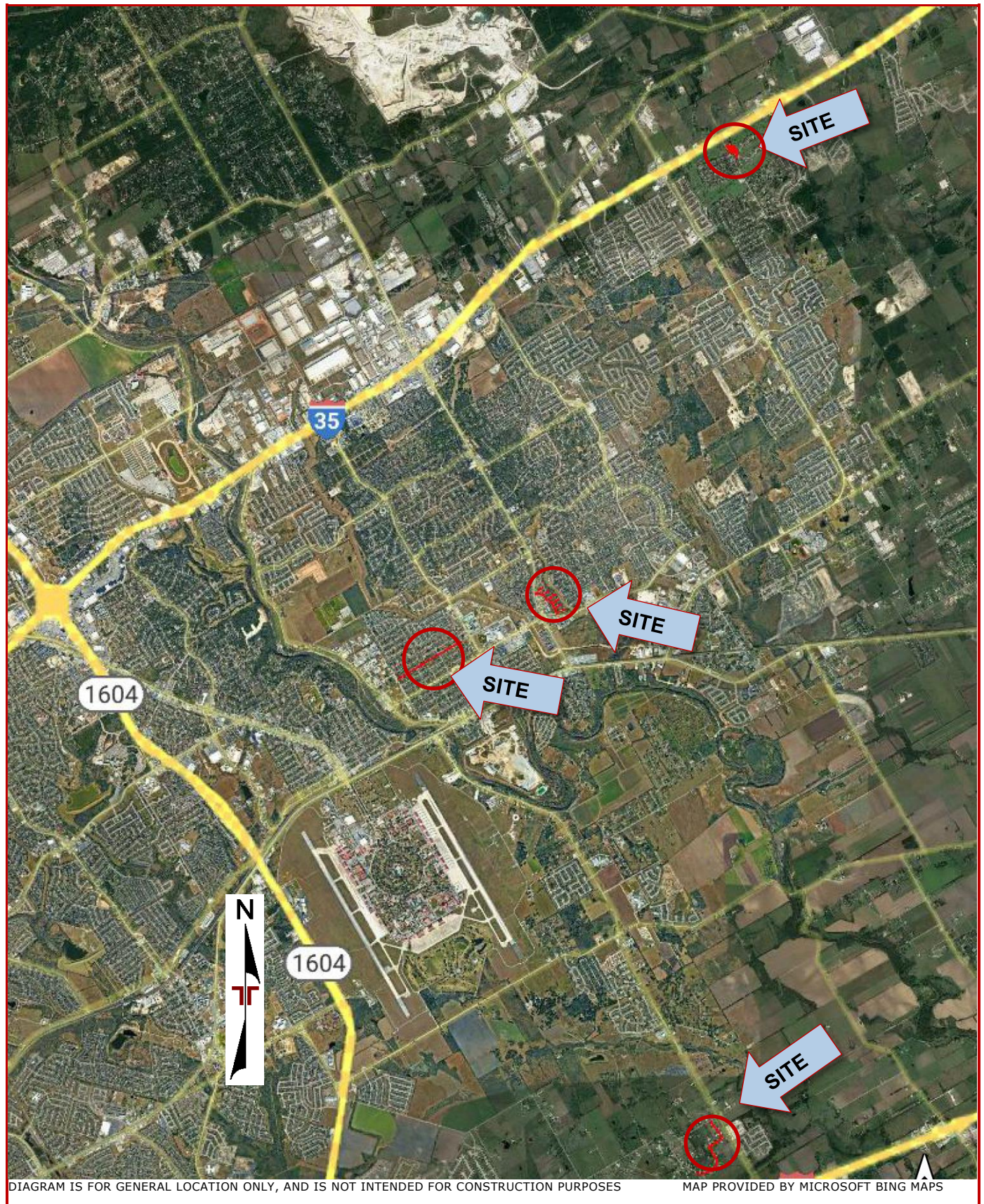


Exhibit E – Anticipated Exploration Plans

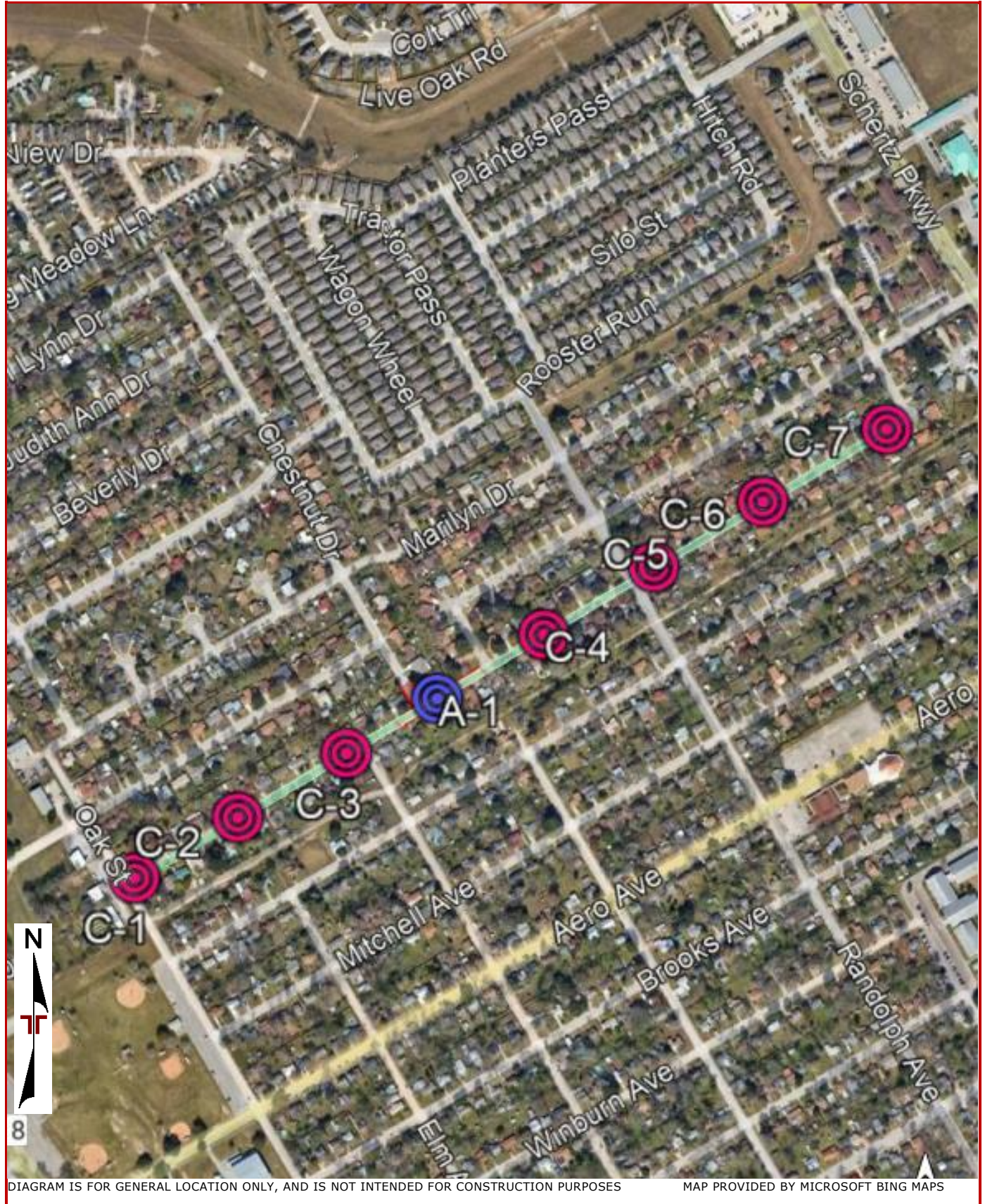


Exhibit E – Anticipated Exploration Plans

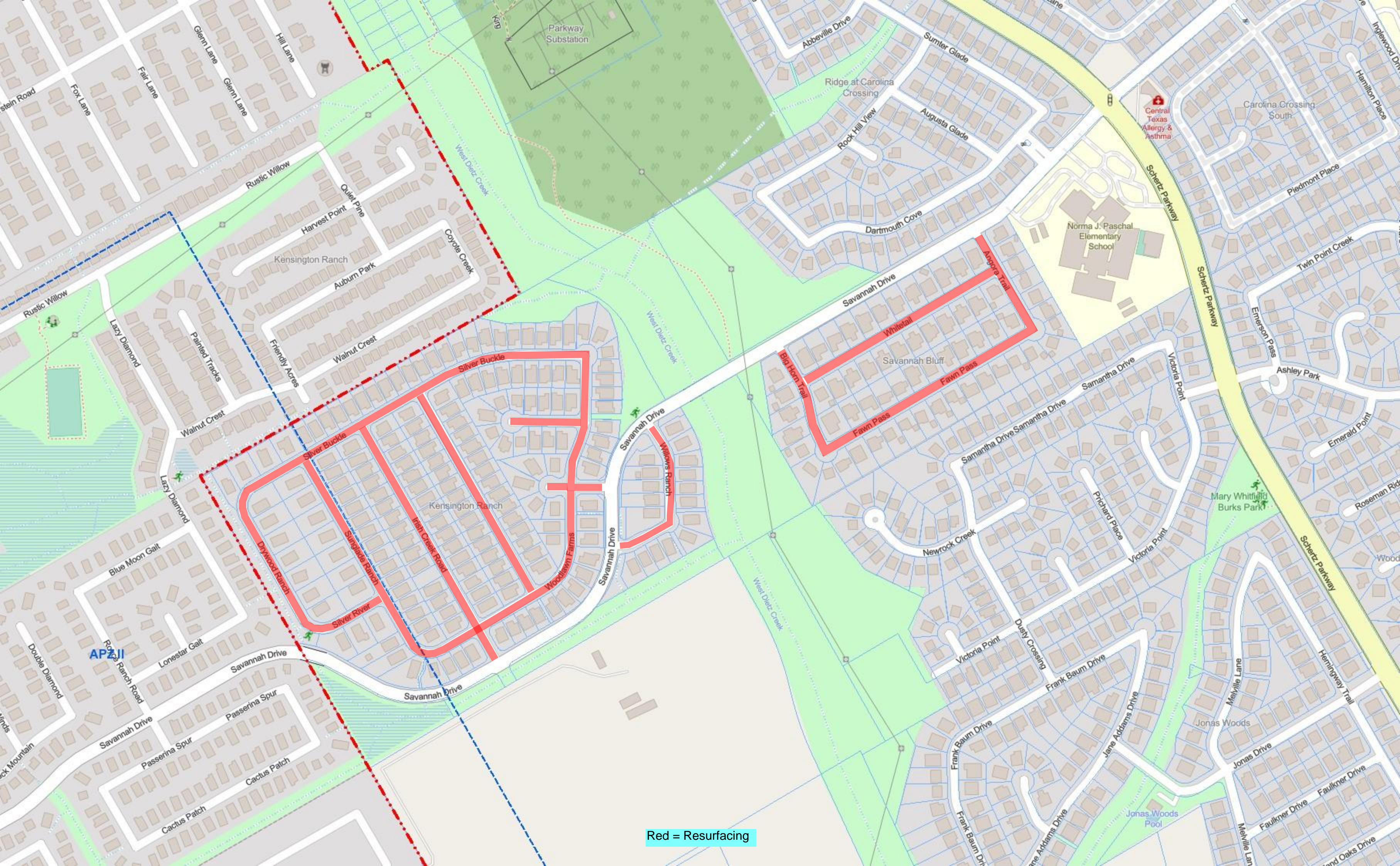


Exhibit E – Anticipated Exploration Plans



Exhibit E – Anticipated Exploration Plans





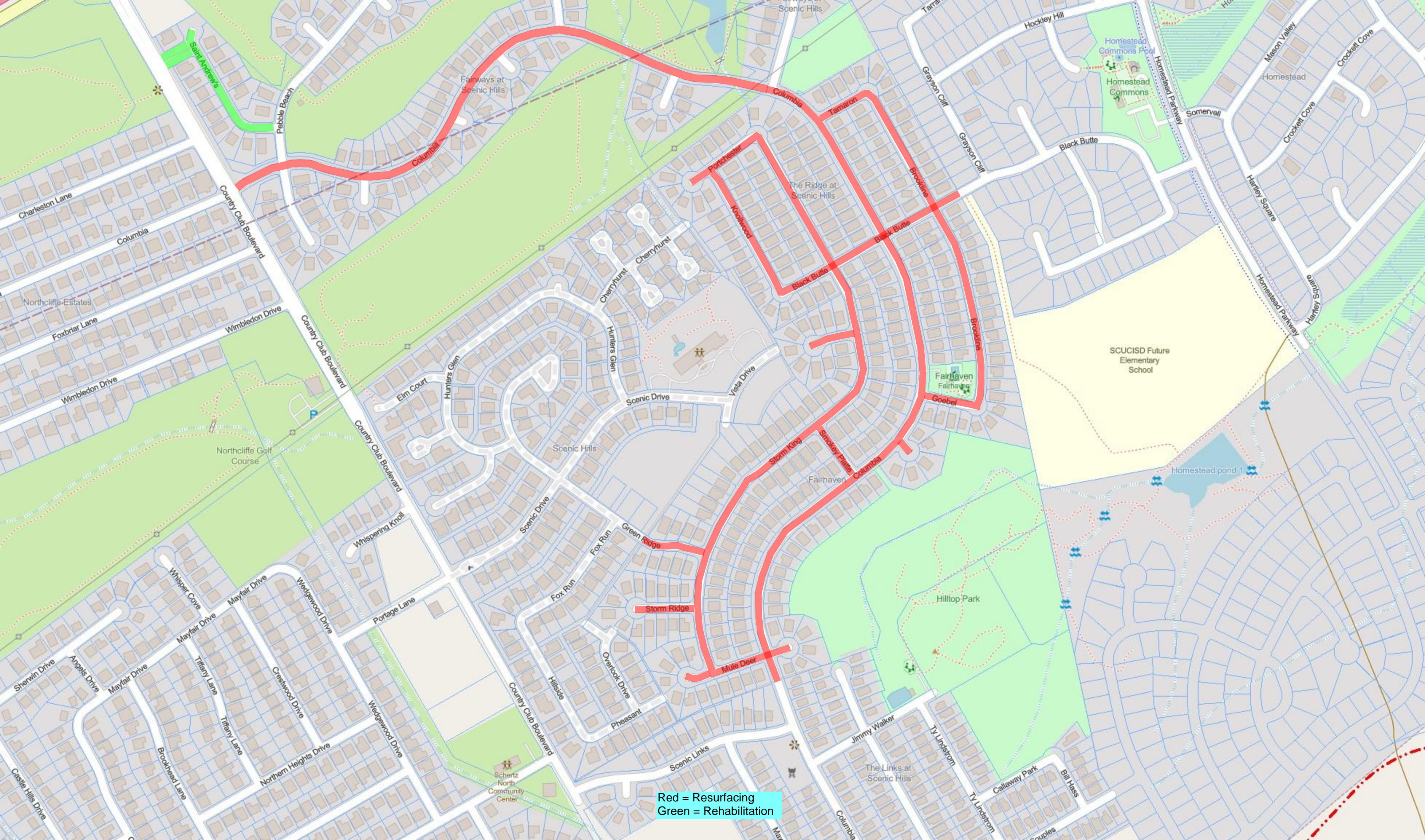
Red = Resurfacing



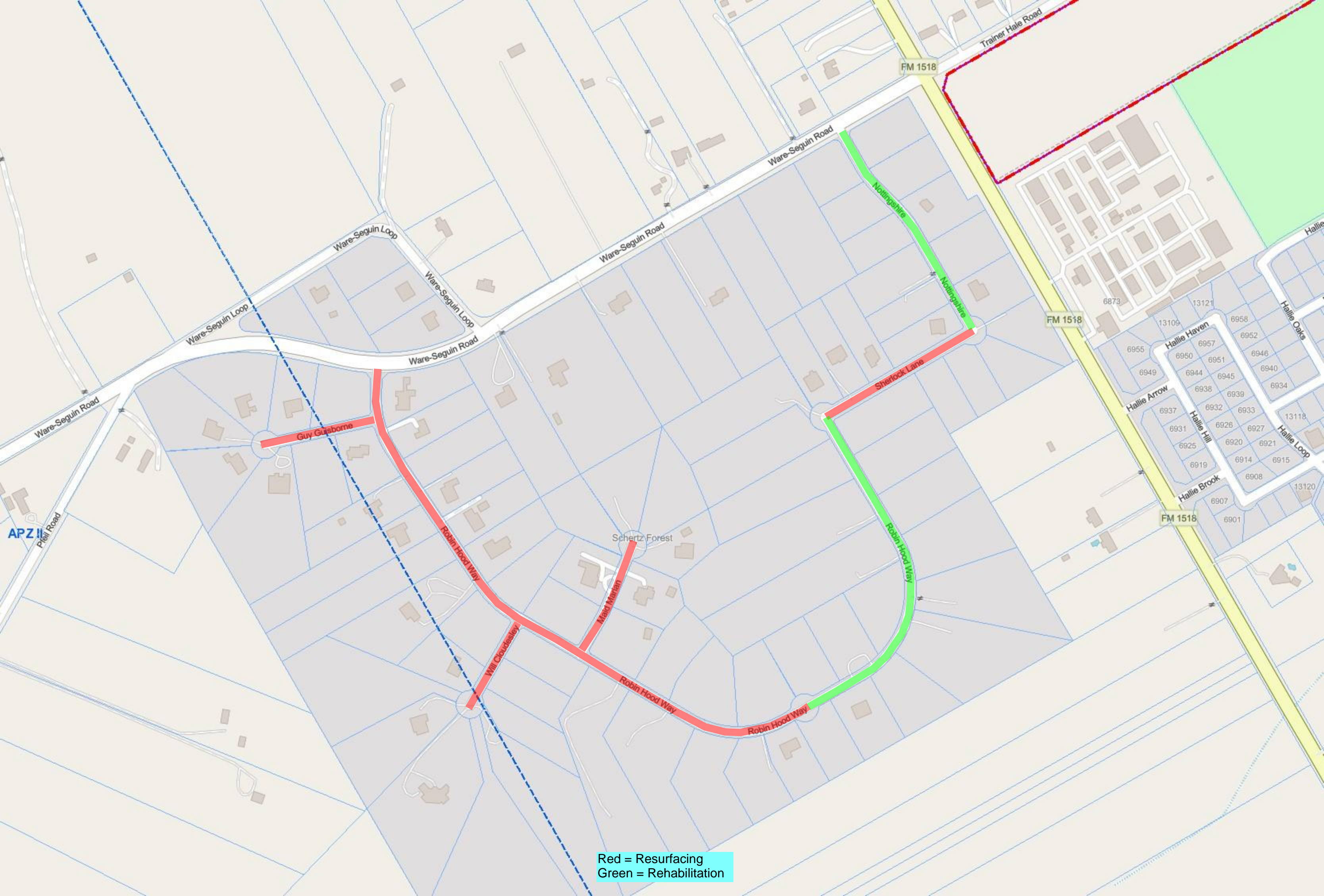
Green = Rehabilitation



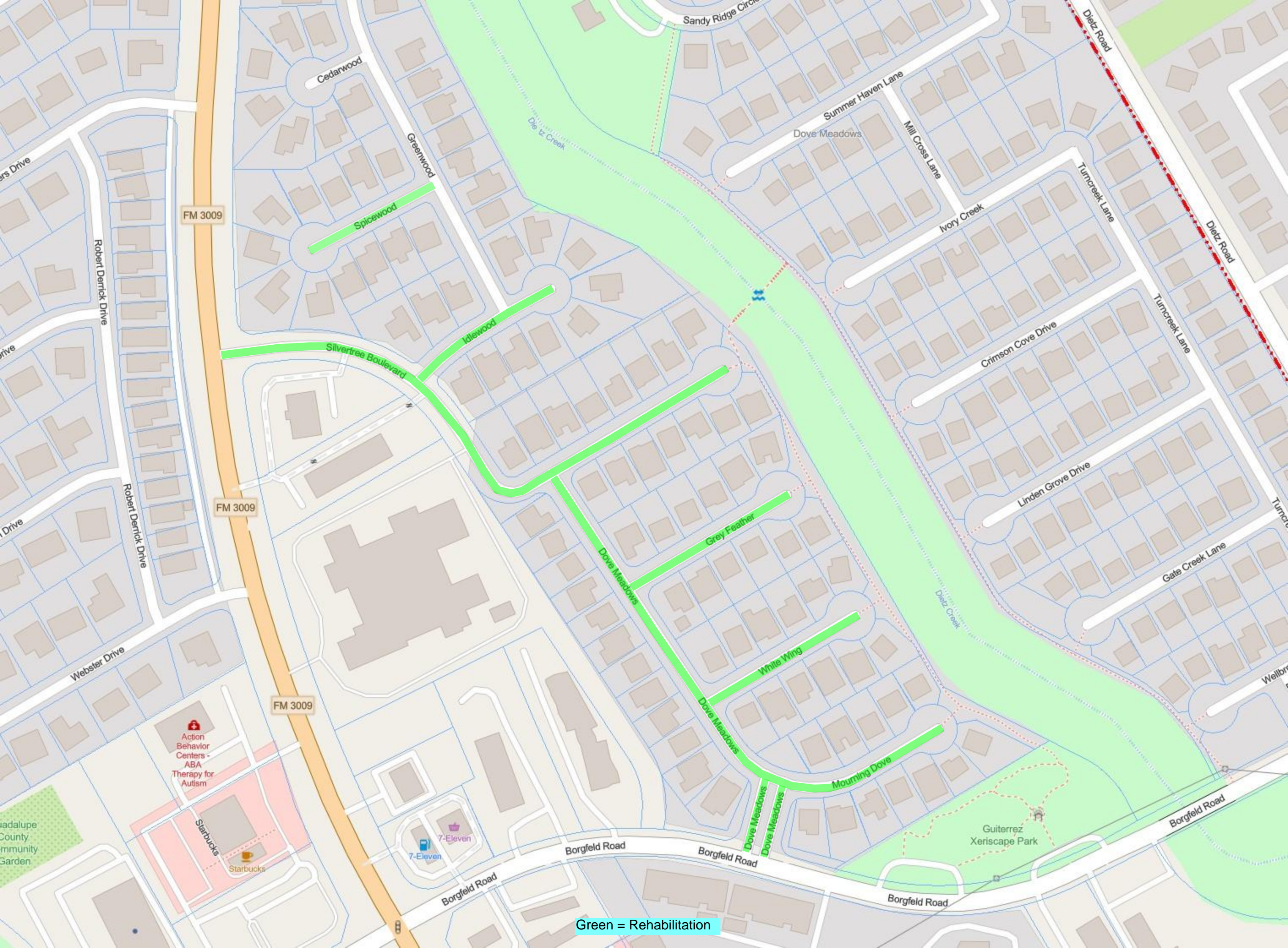
Red = Resurfacing



Red = Resurfacing
Green = Rehabilitation



Red = Resurfacing
Green = Rehabilitation

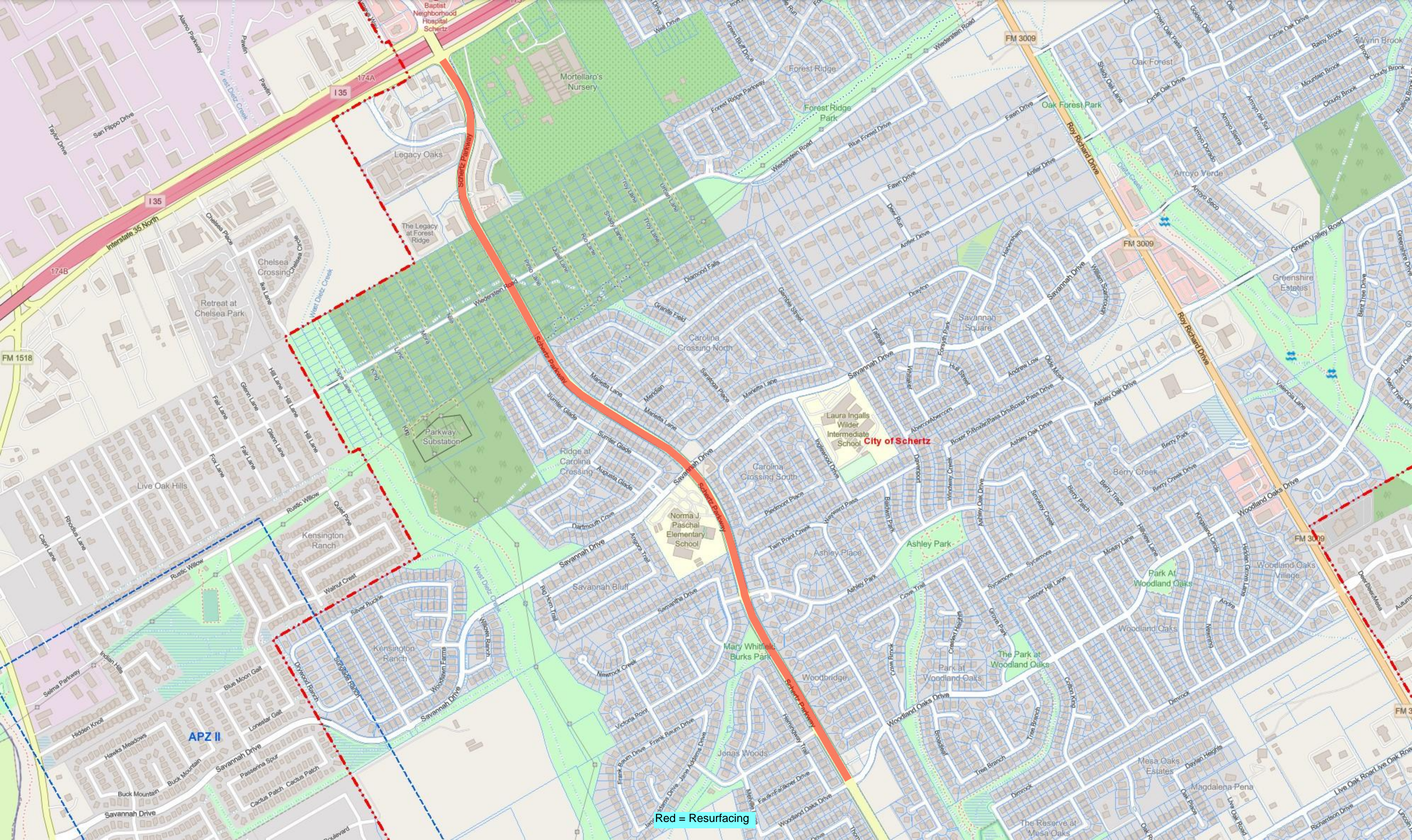


Green = Rehabilitation



Red = Resurfacing





Red = Resurfacing

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: Police Department
Subject: Ordinance 23-G-30 - Amending the City of Schertz Code of Ordinances creating a Reserve Police Force in accordance with statutory mandates. *First Reading* (S.Williams/J.Lowery)

BACKGROUND

The Schertz Police Department has determined there is an operational need to utilize a reserve police force. In accordance with Texas Government Code 341.012 a City may establish a reserve police force and establish qualifications and standards of training for reserve force members. The City has previously adopted Chapter 66 of the Code of Ordinances, providing for the establishment of a police department. Thus, an amendment to Chapter 66 of the Code Ordinances for the establishment of a reserve police force is necessary to assist in preserving public safety of the City. Therefore, the Schertz Police Department is requesting authorization of a six member police reserve force and to authorize the Chief of Police to appoint reserve force members, subject to the approval of the City Council. All reserve officers must meet minimum Texas Commission on Law Enforcement standards and complete the same hiring process as required for full-time officers.

GOAL

Creation of a Reserve Police Officer program, maximum of six members, to assist the regularly constituted police force in the active and efficient civil defense program in the City. Reserve Police Officers will serve in such capacity without pay.

COMMUNITY BENEFIT

Enhancement of availability of certified and trained peace officer availability to assist with daily and/or special events at a substantial salary savings as reserve police officer work on a voluntary basis of pay.

SUMMARY OF RECOMMENDED ACTION

The Schertz Police Department has determined the use of reserve police officers would assist in daily and special event incidents, which includes augmenting security details at school events. Members of the reserve police force must at all times conform to rules and regulations of the police department, as approved by the City Council. Reserve police officers serve at the pleasure of the Chief of Police and may be dismissed from service with or without cause. The decision of the Chief of Police regarding dismissal is final, and there is no appeal process for reserve officers. Budgeted public funds for the reserve police force will be acquired from within the Police Department approved budget.

RECOMMENDATION

Approval of resolution to codify the creation and implementation of a police reserve force in Chapter 66 of Code of Ordinance in compliance with Texas Government Code 341.012.

Attachments

Ordinance 23 G 30 with attachment

ORDINANCE NO. 23-G-30

AN ORDINANCE OF THE CITY OF SCHERTZ, TEXAS, AMENDING CHAPTER 66 OF THE CODE OF ORDINANCES OF THE CITY OF SCHERTZ, TEXAS; ESTABLISHING A RESERVE POLICE FORCE IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 341.012; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Schertz, Texas (“City”) is a Texas Home Rule Municipality acting under authority of its Charter and laws of the State of Texas; and

WHEREAS, the City has previously adopted Chapter 66 of the Code of Ordinances, providing for the establishment of a police department; and

WHEREAS, the City has determined a the need for a reserve police force to assist the regularly constituted police force in the active and efficient civil defense program in the City; and

WHEREAS, the City, in accordance with Texas Government Code Section 341.012 may establish a reserve police force and establish qualifications and standards of training for reserve force members; and

WHEREAS, the City may limit the size of the reserve force and authorize the chief of police to appoint reserve force members, subject to the approval of the City Council; and

WHEREAS, the City has determined that amending Chapter 66 of the Code of Ordinances for the establishment of a reserve police force is necessary to assist in preserving the public safety of the City.

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

Section 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. City Council hereby amends Chapter 66 of the City Code of Ordinances by adding Section 66-4 establishing the Reserve Police Force of the City of Schertz, as set forth in Exhibit “A” attached to this Ordinance.

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

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

Section 5. This Ordinance shall be construed and enforced in accordance with the laws of the

State of Texas and the United States of America.

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

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

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

PASSED ON FIRST READING, the ____ day of _____, 2023.

PASSED, APPROVED and ADOPTED ON SECOND READING, the __ day of _____, 2023.

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Sheila Edmondson

(Seal of City)

Exhibit "A"

Chapter 66 of the City of Schertz Code of Ordinances is hereby amended by adding Section 66-4 establishing the Reserve Police Force of the City of Schertz, as set forth below:

Sec. 66-4 - RESERVE POLICE FORCE

- (a) Establishment; composition.** The city has established a reserve police force to function in addition to the regularly constituted police department of the city, the reserve to consist of not more than six members serving without pay.
- (b) Purposes.** The purpose and necessity for the reserve police force is to assist in the creation of an active and efficient civil defense program in the city, and as an aid to the regularly constituted police department in the performance of assigned duties as set forth in this Code or as directed by the city council.
- (c) Qualifications of members.**

 - 1) All reserve officers must meet minimum Texas Commission on Law Enforcement standards and complete the same hiring process as required for full-time police officers.
 - 2) Members of the reserve police force must at all times conform to rules and regulations of the police department, as approved by the city council.
- (d) Organization.** The reserve force and its members shall be under active control of the appointed full-time police chief, who shall exercise supervision over appointment, training and utilization of the reserve police force membership. Reserve officers serve at the pleasure of the police chief and may be dismissed from service with or without cause. The decision of the police chief regarding dismissals is final, and there is no appeal process for reserve officers.
- (e) Badge, uniform, equipment and training.** Members of the reserve force, when on duty, shall wear the uniform and equipment prescribed by the police chief. Budgeted public funds in approved amounts will be utilized for necessary training, supplies, equipment maintenance and replacement thereof to the reserve police force.

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: City Secretary
Subject: Resolution 23-R-112- Approval of a Resolution casting votes to elect the Board of Directors for the Bexar Appraisal District for the FY2023-2024 term. (Mayor/Council)

BACKGROUND

Resolution 23-R-112 casting votes are due back to Bexar Appraisal District by 12-15-2023

Attachments

Resolution 23-R-112
Bexar County Appraisal Election Ballot

RESOLUTION NO. 23-R-112

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ,
TEXAS CASTING VOTES TO ELECT DIRECTORS FOR THE BEXAR
COUNTY APPRAISAL DISTRICT FOR THE 2024 TERM.**

WHEREAS, section 6.03(k), of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their votes by Resolution and submit results of that vote to the Chief Appraiser of the Bexar County Appraisal District on or before December 15, 2023; and

WHEREAS, the Chief Appraiser for Bexar County notified the City that it is authorized to case four (4) votes in the election for Bexar County Appraisal District Directors; and

WHEREAS, the Schertz City Council at their regular meeting held on December 5, 2023 cast its vote(s) as provided for herein.

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

Section 1. The City of Schertz submits the Official Ballot, attached hereto as Exhibit A and incorporated by reference for all purposes, indicated the votes for candidate(s) for the election of the Board of Directors for the Bexar County Appraisal District for January 1 through December 31, 2024 term.

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. 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.

PASSED AND ADOPTED, this _____ day of _____ 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary



BEXAR APPRAISAL DISTRICT

MICHAEL A. AMEZQUITA
Chief Appraiser

411 N. Frio, P.O. Box 830248
San Antonio, TX 78283-0248
Phone (210) 224-8511
Fax (210) 242-2451

BOARD OF DIRECTORS

CHERI BYROM -
Chair
TRISH DEBERRY
Vice-Chair
JON FISHER
Secretary

ADRIANA ROCHA GARCIA -
Councilwoman, District 4
DAVE GANNON
ALBERT URESTI, MPA -
Tax Assessor-Collector

October 18, 2023

VIA CERTIFIED MAILER

9589 0710 5270 0679 4910 14

The Honorable Ralph Gutierrez, Mayor
City of Schertz
1400 Schertz Parkway, Building #2
Schertz, TX 78154

RE: 2024 Election of Bexar Appraisal District Board of Directors – Voting

The Honorable Mayor Gutierrez:

Thank you to those who participated in the nomination phase of the election for the Bexar Appraisal District Board of Directors for the 2024 term. Your nominations have been submitted and the voting phase of the election process is now open.

Enclosed is a copy of the voting entitlement of each taxing unit and a ballot listing all nominees in alphabetical order. As required by Section 6.03(k), Texas Property Tax Code, “the governing body of each taxing unit entitled to vote shall **determine its vote by resolution** and submit it to the Chief Appraiser **before December 15.**”

As a reminder, a recent amendment to Section 6.03, Texas Property Tax Code states “**A taxing unit with at least 5% of the total votes in the election for Bexar Appraisal District Board of Directors must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body.**”

Only votes cast by resolution and submitted with the completed ballot before December 15 will be counted in the election process. The five candidates with the greatest number of votes will be declared elected and the results will be delivered to each taxing unit by December 31.

If you have any questions regarding this process, please contact me or my Executive Assistant, Jennifer Rodriguez, at (210) 242-2406.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael A. Amezcua". The signature is fluid and cursive, with a large initial "M" and a stylized "A" at the end.

Michael A. Amezcua
Chief Appraiser

Enclosures

CC Via Regular Mail: Mr. Steve Williams, City Manager



OFFICIAL ELECTION BALLOT OF
BEXAR APPRAISAL DISTRICT BOARD OF DIRECTORS
JANUARY 1 THROUGH DECEMBER 31, 2024 TERM

VOTE MUST BE MADE BY RESOLUTION.
THIS BALLOT MUST BE SUBMITTED WITH A RESOLUTION FOR YOUR VOTE
TO BE COUNTED.

TAXING UNIT NAME:

City of Schertz

CANDIDATE

NUMBER OF VOTES

JULIANA DUSEK
(NOMINATED BY THE CITY OF OLMOS PARK)

JON FISHER
(NOMINATED BY NORTH EAST ISD)

DAVE GANNON
(NOMINATED BY NORTHSIDE ISD)

DR. ADRIANA ROCHA GARCIA
(NOMINATED BY CITY OF SAN ANTONIO)

REBECCA RUIZ
(NOMINATED BY HARLANDALE ISD)

LEO SALAS
(NOMINATED BY SOMERSET ISD)

Taxing Unit	2022 Tax Levy	Sum of Levies	Votes	% of Votes
ALAMO COMMUNITY COLLEGE DIST.	\$318,636,942.00	\$4,206,726,794.00	379	7.57%
CITY OF ALAMO HEIGHTS	\$7,733,723.00	\$4,206,726,794.00	9	0.18%
ALAMO HEIGHTS ISD	\$91,340,014.00	\$4,206,726,794.00	109	2.17%
CITY OF BALCONES HEIGHTS	\$1,897,403.00	\$4,206,726,794.00	2	0.05%
BEXAR COUNTY	\$542,609,179.00	\$4,206,726,794.00	645	12.90%
BOERNE ISD	\$37,722,874.00	\$4,206,726,794.00	45	0.90%
CITY OF CASTLE HILLS	\$4,207,427.00	\$4,206,726,794.00	5	0.10%
CITY OF CHINA GROVE	\$358,274.00	\$4,206,726,794.00	0	0.01%
COMAL ISD	\$45,592,617.00	\$4,206,726,794.00	54	1.08%
CITY OF CONVERSE	\$9,531,254.00	\$4,206,726,794.00	11	0.23%
EAST CENTRAL ISD	\$69,961,563.00	\$4,206,726,794.00	83	1.66%
EDGEWOOD ISD	\$24,890,627.00	\$4,206,726,794.00	30	0.59%
CITY OF ELMENDORF	\$801,065.00	\$4,206,726,794.00	1	0.02%
CITY OF FAIR OAKS RANCH	\$4,445,566.00	\$4,206,726,794.00	5	0.11%
FLORESVILLE ISD	\$30,119.00	\$4,206,726,794.00	0	0.00%
CITY OF GREY FOREST	\$61,363.00	\$4,206,726,794.00	0	0.00%
HARLANDALE ISD	\$35,763,980.00	\$4,206,726,794.00	43	0.85%
CITY OF HELOTES	\$4,502,574.00	\$4,206,726,794.00	5	0.11%
CITY OF HILL COUNTRY VILLAGE	\$618,460.00	\$4,206,726,794.00	1	0.01%
TOWN OF HOLLYWOOD PARK	\$3,349,068.00	\$4,206,726,794.00	4	0.08%
JUDSON ISD	\$172,035,412.00	\$4,206,726,794.00	204	4.09%
CITY OF KIRBY	\$3,156,263.00	\$4,206,726,794.00	4	0.08%
CITY OF LEON VALLEY	\$6,059,175.00	\$4,206,726,794.00	7	0.14%
CITY OF LIVE OAK	\$7,250,874.00	\$4,206,726,794.00	9	0.17%
CITY OF LYTLE	\$5,514.00	\$4,206,726,794.00	0	0.00%
MEDINA VALLEY ISD	\$28,896,778.00	\$4,206,726,794.00	34	0.69%
NORTH EAST ISD	\$594,882,155.00	\$4,206,726,794.00	707	14.14%
NORTHSIDE ISD IN BEXAR COUNTY	\$879,862,199.00	\$4,206,726,794.00	1046	20.92%
CITY OF OLMOS PARK	\$3,403,676.00	\$4,206,726,794.00	4	0.08%
CITY OF SAN ANTONIO	\$756,124,705.00	\$4,206,726,794.00	899	17.97%
SAN ANTONIO ISD	\$357,520,825.00	\$4,206,726,794.00	425	8.50%
CITY OF SANDY OAKS	\$519,283.00	\$4,206,726,794.00	1	0.01%
CITY OF SCHERTZ	\$2,953,441.00	\$4,206,726,794.00	4	0.07%
SCHERTZ-CIBOLO ISD	\$16,320,778.00	\$4,206,726,794.00	19	0.39%
CITY OF SELMA	\$1,899,542.00	\$4,206,726,794.00	2	0.05%
CITY OF SHAVANO PARK	\$4,351,888.00	\$4,206,726,794.00	5	0.10%
CITY OF SOMERSET	\$893,622.00	\$4,206,726,794.00	1	0.02%
SOMERSET ISD IN BEXAR COUNTY	\$7,248,834.00	\$4,206,726,794.00	9	0.17%
SOUTH SAN ISD	\$32,864,368.00	\$4,206,726,794.00	39	0.78%
SOUTHSIDE ISD	\$26,935,531.00	\$4,206,726,794.00	32	0.64%
SOUTHWEST ISD	\$78,364,996.00	\$4,206,726,794.00	93	1.86%
CITY OF ST HEDWIG	\$1,073,321.00	\$4,206,726,794.00	1	0.03%
CITY OF TERRELL HILLS	\$6,530,883.00	\$4,206,726,794.00	8	0.16%
CITY OF UNIVERSAL CITY	\$10,033,373.00	\$4,206,726,794.00	12	0.24%
CITY OF WINDCREST	\$3,485,266.00	\$4,206,726,794.00	4	0.08%

TOTAL	\$4,206,726,794.00		5000	100%
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Texas Property Tax Code Sec. 6.03

"The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district."

***A recent amendment to Section 6.03, Texas Tax Code states "A taxing unit with at least 5% of the total votes in the election for Bexar Appraisal District Board of Directors must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body."**

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: City Secretary
Subject: Resolution 23-R-113- Approval of a Resolution casting votes to elect the Board of Directors for the Comal Appraisal District for the FY2024-2025 term. (Mayor/Council)

BACKGROUND

Resolution 23-R-113 casting votes are due back to Comal Appraisal District by 12-15-2023

Attachments

Resolution 23-R-113
Comal Appraisal Election Ballot

RESOLUTION NO. 23-R-113

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ,
TEXAS CASTING VOTES TO ELECT DIRECTORS FOR THE COMAL
COUNTY APPRAISAL DISTRICT FOR THE 2024-2025 TERM.**

WHEREAS, section 6.03(k), of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their votes by Resolution and submit results of that vote to the Chief Appraiser of the Comal County Appraisal District on or before December 15, 2023; and

WHEREAS, the Chief Appraiser for Comal County notified the City that it is authorized to case sixty (60) votes in the election for Comal County Appraisal District Directors; and

WHEREAS, the Schertz City Council at their regular meeting held on December 5, 2023 cast its vote(s) as provided for herein.

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

Section 1. The City of Schertz submits the Official Ballot, attached hereto as Exhibit A and incorporated by reference for all purposes, indicated the votes for candidate(s) for the election of the Board of Directors for the Comal County Appraisal District for January 1 through December 31, 2024 term.

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. 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.

PASSED AND ADOPTED, this _____ day of _____ 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

COMAL APPRAISAL DISTRICT

900 S. SEGUIN AVENUE
NEW BRAUNFELS, TX 78130

JEFFREY J. BOOKER, RPA
CHIEF APPRAISER

October 17, 2023

Mayor Ralph Gutierrez
City of Schertz
1400 Schertz Parkway
Schertz, TX 78154

RE: 2024-2025 Board of Directors Election Ballot

Dear Honorable Ralph Gutierrez:

Enclosed is the 2024-2025 Board of Directors ballot for the City of Schertz. As per Section 6.03(d) of the Texas Property Tax Code, "The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district."

Also, Section 6.03 (k) of the Texas Property Tax Code requires that "The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15." Therefore please submit results of that vote to the Chief Appraiser of the Comal Appraisal District before December 15, 2023.

In calculating this year's votes, it is determined that the City of Schertz has **60 votes** to cast in this election.

Sincerely,



Jeffrey J. Booker, RPA
Chief Appraiser

Enclosure

Cc: Mr. Steve Williams

OFFICIAL BALLOT


Issued to: City of Schertz

TO ELECT BOARD OF DIRECTORS FOR THE COMAL APPRAISAL DISTRICT FOR THE YEARS 2024-2025

Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate or divide those votes amount any number of the candidates. You have **60** total available votes.

	CANDIDATES	NOMINATING BODY	VOTES CAST
1.	Eric Couch	Comal County	_____
2.	James Long	CISD	_____
3.	Douglas Miller Jr.	Comal County	_____
4.	Bob Slupik	Comal County	_____
5.	John Tyler	Comal County	_____

Issued under my hand this 18th day of October, 2023.


Jeffrey J. Booker, KPA
Chief Appraiser

RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR THE COMAL APPRAISAL DISTRICT FOR THE YEARS 2024-2025

WHEREAS, Section 6.03(k), of the Texas Property Tax Code requires that each taxing unit entitled to vote cast their vote by Resolution and submits results of that vote to the Chief Appraiser of the Comal Appraisal District before December 15, 2023.

*WHEREAS, Section 6.03(k-1), [effective on January 01, 2022] This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

THEREFORE, the City of Schertz submits the above Official Ballot, as issued by the Chief Appraiser, stating the vote for candidates for the election of the Board of Directors for the Comal Appraisal District.

ACTION TAKEN this _____ day of _____, 2023, in _____ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code for the purpose of casting votes to elect the Board of Directors of the Comal Appraisal District.

ATTEST:

*Please consult your attorney for legal advice

COMAL APPRAISAL DISTRICT

900 S. SEGUIN AVENUE
NEW BRAUNFELS, TX 78130

JEFFREY J. BOOKER, RPA
CHIEF APPRAISER

COMAL APPRAISAL DISTRICT BOARD OF DIRECTORS 2024-2025 TERM

POSITION	MEMBER	NOMINATING ENTITY 2022-2023 YEAR	WILLING TO SERVE 2024-2025
Chairman	John Tyler	Comal ISD Comal County	Yes
Vice Chairman	Nancy Pappas	Comal ISD	No
Secretary	Eric Couch	City of New Braunfels	Yes
Member	Douglas Miller II	Comal ISD	Yes
Member	Bob Slupik	Replaced CISD nominee	Yes

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: City Secretary
Subject: Resolution 23-R-114- Approval of a Resolution casting votes to elect the Board of Directors for the Guadalupe County Appraisal District for the FY2024-2025 term. (Mayor/Council)

BACKGROUND

Resolution 23-R-114 is due back to Guadalupe Appraisal District by 12-15-2023

Attachments

Resolution 23-R-114
Guadalupe Appraisal District Nominations 2023

RESOLUTION NO. 23-R-114

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ,
TEXAS CASTING VOTES TO ELECT DIRECTORS FOR THE
GUADALUPE COUNTY APPRAISAL DISTRICT FOR THE 2024-2025
TERM.**

WHEREAS, section 6.03(k), of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their votes by Resolution and submit results of that vote to the Chief Appraiser of the Guadalupe County Appraisal District on or before December 15, 2023; and

WHEREAS, the Chief Appraiser for Guadalupe County notified the City that it is authorized to case two hundred and fifty-five (255) votes in the election for Guadalupe County Appraisal District Directors; and

WHEREAS, the Schertz City Council at their regular meeting held on December 5, 2023 cast its vote(s) as provided for herein.

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

Section 1. The City of Schertz submits the Official Ballot, attached hereto as Exhibit A and incorporated by reference for all purposes, indicated the votes for candidate(s) for the election of the Board of Directors for the Guadalupe County Appraisal District for January 1 through December 31, 2024 term.

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. 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.

PASSED AND ADOPTED, this _____ day of _____ 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

GUADALUPE APPRAISAL DISTRICT



Main Office
3000 N. Austin St.
Seguin, Texas 78155
(830) 303-3313
(830) 372-2874 (Fax)
gadprotest@guadalupead.org

Schertz Substation
1052 FM 78, Ste. 103
Schertz, Texas 78154
(830) 303-3313 Option 0
(877) 254-0888 (Fax)

October 19, 2023

CITY OF SCHERTZ
City Manager and City Council
1400 Schertz Pkwy.
Schertz, TX 78154

Dear City Manager and City Council,

Enclosed is an Official Ballot to cast votes for the Guadalupe Appraisal District's Board of Directors election. Directions and a resolution, format for submission is enclosed.

Per §6.03(k) of the Texas Tax Code, the governing body of each taxing unit entitled to vote, shall determine by resolution, and submit its vote by way of returning the ballot to the chief appraiser **before December 15, 2023**. Taxing units allotted votes may be cast for one candidate or distributed among any number of candidates. "The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution, adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser **not later than the third day** following the date the resolution, is adopted."

In addition, §6.033 of the Texas Tax Code states "The governing body of a taxing unit may call for the recall of a member of the board of directors of an appraisal district appointed under §6.03 of this code for whom the unit cast any of its votes in the appointment of the board."

Finally, the chief appraiser shall count the votes, and declare the five candidates who receive the largest cumulative vote totals. The results shall be submitted before **December 31, 2023**, to the governing body of each taxing unit in the District and to the candidates.

Please call if you should have any questions in this regard.

Sincerely,


Peter Snaddon, R.P.A., C.C.A.
Chief Appraiser

**OFFICIAL BALLOT TO ELECT
BOARD OF DIRECTORS FOR THE GUADALUPE APPRAISAL DISTRICT
FOR 2024-2025**


Issued to: CITY OF SCHERTZ

Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate. You may cast all your votes for one candidate or divide those votes among any number of the candidates. You have **255** total available votes.

CANDIDATES
(listed alphabetically)

1. Mr. Ben Amador
2. Mr. Darren Dunn
3. Mr. Daryl John
4. Mr. Jim Lievens
5. Ms. Letticia Sever

This official ballot was issued under my hand this 19th day of October 2023.



Peter Snaddon, R.P.A., C.C.A.
Chief Appraiser
Guadalupe Appraisal District

RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR THE GUADALUPE APPRAISAL DISTRICT FOR THE 2024-2025 TERM

WHEREAS, Section 6.03(k), of the Texas Tax Code, as amended by HB2043, requires that each taxing unit entitled to vote **cast** their vote by Resolution **and submit results** of that vote to the Chief Appraiser of the Guadalupe Appraisal District before December 15, 2023.

THEREFORE, THE _____ submits the above Official Ballot, as issued by the Chief Appraiser, stating the vote for candidates for the election of the Board of Directors for the Guadalupe Appraisal District for 2024-2025.

ACTION TAKEN this _____ day of _____, 2023, in _____ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03(k) of the Texas Tax Code, and amended by HB2043, for the purpose of casting votes to elect the Board of Directors of the Guadalupe Appraisal District.

Signature of Presiding Officer

ATTEST:

Title

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: City Secretary
Subject: Resolution 23-R-68 - Calling for a Charter Review and appointment of a Charter Review Commission to review and present proposed amendments for the City Charter. (City Council/S.Edmondson)

BACKGROUND

In the City Charter, it states in Section 12.03 Charter Review Commission, the City Council shall periodically appoint a Charter Review Commission which shall consist of no less than 5 and no more than 11 citizens of the City. It shall be the duty of the Commission to:

1. Inquire into the operation of the City government under the Charter provisions and determine whether any such provisions require revision and, to this end, public hearings may be held and the Commission shall have the power to compel the attendance of any officer or employee of the City to require the submission of City records which it may consider necessary to the conduct of such hearing.
2. Make any recommendations it considers desirable to insure compliance with the provisions of this Charter by the various departments of the City.
3. Propose amendments to this Charter to improve its effective application to current conditions.
4. Report its findings and present its proposed amendments, if any, to the City Council. The City Council shall receive any report submitted by the Charter Review Commission, may comment on any proposed amendment recommendations made, and, if any amendment or amendments are presented as a part of such report, shall order such to be submitted to the voters of the City in the manner provided in Section 12.04.
5. The term of office of the Charter Review Commission shall be 180 days after the date of the first meeting, said first meeting to occur within forty-five (45) days of the date of appointment. If during this term no report is presented to the City Council, then all records of the proceedings of the Commission shall be filed with the City Manager and the Charter Review Commission shall be dismissed.

Attachments

Resolution 23-R-68
Charter Review Recommendations

RESOLUTION 23-R-68

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS CALLING FOR A CHARTER REVIEW AND APPOINTING A CHARTER REVIEW COMMISSION COMPRISED OF CITIZENS TO STUDY THE CURRENT CHARTER AND MAKE RECOMMENDATIONS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, in the City Charter Section 12.03, the City Council of the City of Schertz shall periodically appoint a Charter Review Commission to review and make recommendations to the City Council for a possible Charter Amendment Election on the next General Election date; and

WHEREAS, historically each City Councilmember could each recommend a citizen to the Charter Review Commission, which consist of no less than 5 and no more than 11 citizens of the City, and;

WHEREAS, the term of office of the Charter Review Commission shall be 180 days after the date of the first meeting, said first meeting to occur within forty-five (45) days of the date of appointment.

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

Section 1. A Charter Review Commission is hereby established, consisting of no less than 5 and no more than 11 citizens of the City as set forth in the attached Exhibit A. The Charter Review Commission will meet twice a month during the 180 days after the date of the first meeting.

Section 2. The Charter Review Commission may adopt bylaws to govern the conduct of its meetings and hearings.

Section 3. The City Council may amend the charge of the Charter Review Commission at any time.

Section 4. The City Council shall make a final determination concerning whether and when to hold a City Charter Amendment election and what propositions to be submitted to the voters at the election.

Section 5. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

Section 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED, this ____ day of _____, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST

Sheila Edmondson, City Secretary

EXHIBIT A
(LIST OF CHARTER REVIEW COMMISISONERS)

EXHIBIT A

CHARTER REVIEW COMMITTEE NOMINATIONS

[illegible]

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: Parks, Recreation & Community Service
Subject: Resolution 23-R-128 - Authorizing an agreement to dedicate right-of-way (ROW) in existing parkland for a secondary access for additional development in the Hallie's Cove subdivision in exchange for funding public park improvements and dedication of land. (S.Gonzalez/L.Shrum)

BACKGROUND

As part of the Hallie's Cove development, 37.87 acres of parkland was dedicated in 2 separate parcels. The only parkland improvement at that time was a 1,110-foot long by 10-foot wide concrete trail on the 25.3-acre northern parcel. The developer has come in with a proposal to purchase additional land adjacent to the existing neighborhood and is extending one street. The development requires two points of access and thus a connection through existing parkland is needed. Staff worked with the developer to negotiate an appropriate amount of public benefit for the value of the ROW needed for the road extension as well as required parkland dedication improvement fees. An amount of \$30,000 will be provided to the city to purchase a small playscape unit (to be installed by the city) on the northern park parcel. Staff also negotiated a 1,000-foot long by 55-foot wide greenbelt on the back side of the new development which provides the opportunity for a trail connection between the two park parcels. City staff will construct the trail in the future when the development is complete.

GOAL

Provide a secondary access for the development while gaining park improvements for public benefit in exchange for the taking of parkland.

COMMUNITY BENEFIT

The funding provided by the developer will be utilized to purchase a playscape unit to install in the northern park parcel and provide park amenities that would otherwise not be funded for several years.

SUMMARY OF RECOMMENDED ACTION

The Parks & Recreation Advisory Board recommended approval of the concept agreement at their meeting on November 27, 2023.

City staff recommends approval of Resolution 23-R-128 authorizing an agreement to dedicate right-of-way (ROW) in existing parkland for a secondary access for additional development in the Hallie's Cove subdivision in exchange for public park improvements.

FISCAL IMPACT

The land dedication requirement for the additional 18 lots is satisfied by the 1,000-foot long by 55-foot wide greenbelt connecting the two park parcels. The park development fees in-lieu-of the 18 additional lots is \$11,700. The developer has agreed to provide a total of \$30,000 to the city to cover the fees-in-lieu of and the value of the parkland taken for the ROW to provide a public benefit.

RECOMMENDATION

Approval of Resolution 23-R-128.

Attachments

Resolution 23 R 128 with attachments

RESOLUTION NO. 23-R-128

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT TO DEDICATE RIGHT-OF-WAY (ROW) IN EXISTING PARKLAND FOR A SECONDARY ACCESS FOR ADDITIONAL DEVELOPMENT IN THE HALLIE'S COVE SUBDIVISION IN EXCHANGE FOR FUNDING PUBLIC PARK IMPROVEMENTS AND DEDICATION OF LAND.

WHEREAS, the developer of the Hallie's Cove subdivision needs secondary access for additional development and that access is through existing dedicated parkland; and

WHEREAS, City staff negotiated a public benefit of \$30,000 for park improvements for the right-of-way (ROW) needed in the existing parkland; and

WHEREAS, the Parks & Recreation Advisory Board recommended approval of the concept agreement at their meeting on November 27, 2023; and

WHEREAS, the City of Schertz will benefit from the additional public park improvements that will be funded with this agreement.

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

Section 1. The City Council hereby authorizes the City Manager to act on behalf of the City of Schertz in all matters relating to the above mentioned right-of-way (ROW) dedication and funding of park improvements and dedication of land in approving an agreement generally as per 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 _th day of _____, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit “A”

Park Dedication Agreement

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

**PARK DEDICATION AGREEMENT
REVOLUTION CHURCH SUBDIVISION – PUBLIC IMPROVEMENTS**

This PARK DEDICATION AGREEMENT (the “Agreement”) is by and between _____ (the “Developer”) and the CITY OF SCHERTZ, a Texas municipal corporation (the “City”), and is effective upon the execution of this Agreement by the Developer and the City (the “Effective Date”).

WHEREAS, the Developer is the owner of that certain real property located in the City of Schertz, Bexar County, Texas, more specifically described on **Exhibit “A”**, attached hereto and made a part hereof for all purposes (the “Property” or “_____ Subdivision”); and,

WHEREAS, the Developer seeks to develop a commercial subdivision on the Property (the “Subdivision”) that requires the construction of certain public improvements and dedication of parkland; and,

WHEREAS, this Agreement is made solely with respect to the commitments and assurances set forth and approved by the City of Schertz City Council in Resolution 23-R-128 on December 5, 2023 and attached as Exhibit B.

NOW THEREFORE, in consideration of the agreements set forth herein and for other reciprocal good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and stipulated by the Parties, the Owner, the Developer and the City agree as follows:

Dedication of Parkland and Easements; Covenants. The Developer and the City covenant and agree to the following:

As a part of the development of the Property, and in addition to all other development requirements set forth in the Unified Development Code, Developer covenants and agrees to provide the following, as depicted on the attached Exhibit C:

- i. dedicate additional parkland from Developer owned land to enlarge the existing City owned parkland adjacent to the Property.
- ii. Pay \$30,000 to be used to construct park improvements in parkland adjacent to the additional parkland dedication.

- iii. Construct a street, in conformance with City standards, across the City owned parkland.

As a part of the development of the Property, and in accordance with the intent expressed in Resolution 23-R-128 on December 5, 2023, City covenants and agrees to the following, as depicted on the attached Exhibit C:

- i. Allow construction of a street to in conformance with City standards across the City owned parkland.

Approval of Agreement. The City has approved the execution and delivery of this Agreement and the Developer represents and warrants that it has taken all necessary action to authorize its execution and delivery of this Agreement.

Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.

Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

Integration. This Agreement is the complete agreement between the parties as to the subject matter hereof and cannot be varied except by the written agreement of the Developer and the City. The Developer and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice delivered as provided herein. All notices hereunder shall be in writing and served as follows:

If to the Developer:

Attention: Harry Hausman

If to the City:

CITY OF SCHERTZ
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

With copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: T. Daniel Santee

Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

Recitals; Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.

No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among the parties.

Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in the State District Courts of Guadalupe County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement. No provision of this Agreement shall constitute consent by suit by any party.

[Signatures and acknowledgments on the following pages]

Signature Page to
Improvement Agreement

This Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023 by _____, the _____ of _____, on behalf of said limited liability company.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

Signature Page to
Improvement Agreement

This Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Steve Williams, City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2023 by Steve Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

EXHIBIT “A”

The Property

[See attached]

EXHIBIT "B"

Resolution 23-R-128

[See attached]

EXHIBIT "C"

Depiction of Improvements, Land Dedication and Street

[See attached]



CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: Executive Team
Subject: Workshop on the review of requirements for parking/storage surfaces.
(S.Williams/B.James)

BACKGROUND

Staff made a presentation to City Council on September 19, 2023 regarding parking on unpaved surfaces. Council feedback was to create a committee to review the ordinance requirements. Staff is going to provide an overview of the focus and makeup of that committee.

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: Public Works
Subject: Street Sweeping Schedule Update (B.James/L.Busch)

BACKGROUND

Public Works is proposing to make some changes to the current street sweeping schedule. The published schedule indicates every street in the City will be swept monthly and on which day of the month each street will be swept. While this schedule has been in place for some time, the City has been unable to meet this goal for a number of years.

The City has two street sweeping machines, but as to be expected, they are down for maintenance and repair at times throughout the year. Two employees are scheduled to primarily drive the street sweepers, and they are off for vacation, holidays, illness, etc. The time of the year significantly impacts the time it takes to sweep the streets, with more leaves being picked up in the fall, which requires the sweepers to more frequently empty the bin on the sweeper. Additionally, with the growth of the City, each new subdivision being built means more streets that have to be swept.

After looking at some of Schertz' benchmark cities which generally sweep streets every 6 to 12 weeks, Public Works is proposing that each street will be swept quarterly. This standard is more consistent with the benchmark cities, provides for a better use of the City resources (the employees who drive the street sweepers can be assigned to do other duties as needed when not sweeping), and it allows for additional sweeping in the areas that might need it due to a lot of trees dropping leaves, being near a construction site where dirt and mud from construction traffic is creating issues, to clean up after water breaks, and accidents. Public Works will also take into consideration not to sweep on trash pickup days, which impacts the ability to sweep streets.

CITY COUNCIL MEMORANDUM

City Council Meeting: December 5, 2023
Department: Executive Team
Subject: Update on Agreement with The Chamber for Visitor's Guide/Business Directory (S.Williams/S.Gonzalez)

BACKGROUND

The City of Schertz ("the City") has been in a Publicity & Tourism agreement with The Chamber since October 1, 2014. This initial agreement was for five years and expired September 30, 2019. The City then entered into its current agreement on September 11, 2019 which expires September 30, 2024. In this agreement the City pays The Chamber to (1) Produce the annual Visitor's Guide/Business Directory; (2) Maintain Schertz business listing maintenance (to include C of O entry throughout the year and business listing maintenance); and, (3) Provide personnel to ensure operation of the Visitors Center (the City pays a portion of two Chamber staff people). The funding for this agreement has come from the City's Hotel Occupancy Tax ("HOT") Funds.

However, because of the 2023 Texas Legislative session and S.B. 1420 – Hotel Occupancy Tax, there are strict guidelines of how HOT funds can be used. Section 3 of the Bill specifically states that "a municipality may not use municipal hotel occupancy tax revenue for a visitor information center under Subsection (a)(1) to acquire a site for, construct, improve, enlarge, equip, repair, staff, operate, or maintain any part of a building or facility that is not primarily used to distribute or disseminate tourism-related information to tourists." As The Chamber utilizes their staff people to do Chamber business, in addition to the work for the Visitor's Guide/Business Directory, and after consultation with legal, there is an issue with the current agreement that needs to be addressed.

Staff worked with The Chamber President to find a resolution for the problem. The solution was to terminate the existing agreement (provide 30 days written notice, in accordance with what is laid out in the agreement) and enter into a new service agreement. The termination notice was sent November 28, 2023 and the agreement between the parties will be terminated effective December 31, 2023.

The new service agreement will be a contract with The Chamber to produce an annual Visitor Guide/Business Directory solely. It will go into effect January 1, 2024 and remain in effect through December 31, 2024. It will have the option to be renewed for two additional terms of one year each. The Guide will continue to be produced as it has been in its current form. Doing this will ensure that the City can use HOT Funds for this project, while abiding by State Law. The Visitor's Center will still remain as it has been – the City just won't supplement pay and The Chamber will absorb that cost. Chamber staff that are located there will continue to answer phones, interact with community residents and those seeking Schertz information and provide guides, relocation packets and other area media information.
