



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
July 9, 2019

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, JULY 9, 2019 at 6:00 p.m.

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

Presentations

1. Presentation/Update on the Animal Shelter. (Marc Bane)
2. Presentation on new Online Reporting System. (Kelly Kallies)

Employee Recognition

- EMS - Roman Hacker Part-Time EMT
- Fire - Greg Rodgers Assistant Fire Chief; Danielle Faschingbauer Fire Fighter
- Public Affairs - Jesse Gonzales Events Attendant
- Parks - Pamela Amen Sr. Administrative Assistant; Maxwell Worley and Matthew Pillar Seasonal Park Worker 1

City Events and Announcements

- Announcements of upcoming City Events (B. James/C. Kelm/S. Gonzalez)
- Announcements and recognitions by the City Manager (M. Browne)
- Announcements and recognitions by the Mayor (M. Carpenter)

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.

The following Consent items were read into record:

3. **Minutes** – Consideration and/or action regarding the approval of the Minutes of the regular meeting of June 25, 2019. (B. Dennis)
4. **Resolution 19-R-84** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas Authorizing Expenditures in Excess of \$50,000 with Silsbee Ford, RDO Equipment, ASCO Equipment, Doggett Freightliner and Altec Industries in Fiscal Year 2018-2019 and Other Matters In Connection Therewith. (C. Kelm/J. Harshman/J. Kurz)
5. **Resolution 19-R-85** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing expenditures in excess of \$50,000 with Deere & Company in Fiscal Year 2018-2019 and other matters in connection therewith. (C. Kelm/J. Hooks/J. Kurz)
6. **Resolution No. 19-R-73** - Consideration and/or action approving a Resolution authorizing the City Manager to accept a 100% matching grant for a playground structure through the TRAPS – GameTime Statewide Funding Initiative and to authorize the purchase and installation of equipment totaling \$76,058.00. (B. James/L. Shrum)

Discussion and Action Items

7. **Resolution No. 19-R-81** – Consideration and/or action approving a Resolution calling the November 5, 2019 City of Schertz Joint General Election with Guadalupe and Bexar County and approving the Guadalupe County Election Contract, and Bexar County Election Agreement/Memo of Understanding. (B. Dennis/Council)

8. **Ordinance No. 19-S-16** - Consideration and/or action regarding approval of an Ordinance authorizing a name change of Wiederstein Road to Cibolo Valley Drive for the portion of Wiederstein Road from Cibolo Valley Drive to the northbound frontage road of IH 35. (B. James/L. Woods/E. Delgado) *First Reading*

Public Hearing

9. **Resolution No. 19-R-83** – Conduct a public hearing and consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the implementation of the Stormwater Management Plan and approving the Notice of Intent for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4) under the Texas Pollutant Discharge Elimination System Phase II MS4 General Permit (TXR040000) for the City and other matters in connection therewith. (B. James/K. Woodlee)
10. **Ordinance No. 19-S-15** - Conduct a public hearing and consideration and/or action approving an Ordinance to approve a Specific Use Permit to allow an Automobile Repair, Major land use on approximately 1.5 acres of land generally located 1500 feet south of the intersection between IH-35 and FM 1103, more specifically described as 5702 FM 1103, City of Schertz, Guadalupe County, Texas. (B. James/L. Woods/N. Kopyay) *First Reading*

Roll Call Vote Confirmation

Workshop

11. Presentation/Workshop on Emergency Operations Center & Emergency Operations Plan. (K. Long)

Requests and Announcements

- Announcements by the City Manager.
- Requests by Mayor and Councilmembers that items 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

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

12. Update on major projects in progress including CIP, CityView Software, Utility Meter Swap Out, AgendaQuick Software, Civic Rec Software, and Phone System Replacement. (K. Woodlee)

13. Update on Civic Center Operations and A/V Upgrades (S. Gonzalez/L. Klepper)

14. Committee of Committees Advisory Board Update. (B. James)

Adjournment

CERTIFICATION

I, GAYLE WILKINSON, DEPUTY 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 3RD DAY OF JULY 2019 AT 5:00 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.

GAYLE WILKINSON

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 _____, 2019. 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

| | |
|---|---|
| <p>Mayor Carpenter Main Street Committee</p> | <p>Councilmember Scagliola – Place 5 Interview Committee for Boards and Commissions - Alternate Hal Baldwin Scholarship Committee Schertz-Seguin Local Government Corporation Cibolo Valley Local Government Corporation - Alternate</p> |
|---|---|

| | |
|--|--|
| <p>Councilmember Davis– Place 1 Audit Committee Schertz Housing Authority Board Interview Committee for Boards and Commissions Main Street Committee – Chair TIRZ II Board</p> | <p>Councilmember Gutierrez – Place 2 Audit Committee Investment Advisory Committee Interview Committee for Boards and Commissions</p> |
| <p>Councilmember Larson – Place 3 Main Street Committee – Vice Chair</p> | <p>Councilmember Edwards – Place 4 Interview Committee for Boards and Commissions Cibolo Valley Local Government Corporation Main Street Committee</p> |
| <p>Councilmember Heyward – Place 6 Schertz Animal Services Advisory Commission Investment Advisory Committee</p> | <p>Councilmember Brown – Place 7 Audit Committee Schertz-Seguin Local Government Corporation - Alternate</p> |

CITY COUNCIL MEMORANDUM

City Council Meeting: July 9, 2019
Department: Police Department
Subject: Presentation/Update on the Animal Shelter. (Marc Bane)

BACKGROUND

The City Council held a Regular City Council meeting on July 9, 2019.

Attachments

Power Point

Schertz Animal Services

June 24, 2019

Overview

- Occupancy
- Animal Disposition
- Staffing
- Significant Customer Interactions
 - Adoption Events
 - Large intakes
 - Customer Complaints
 - Community Complaints
- Other Issues

Current Occupancy

| Animal Services Population | |
|-----------------------------------|------------|
| Dogs | 42 |
| Cats | 102 |
| Birds | 3 |
| Wildlife | 1 |
| Total | 148 |

Population on June 24, 2019. Animal population peaked at 160 animals on June 17, 2019.

CY 19 Occupancy

| Animal Services Intake | |
|-------------------------------|------------|
| Dogs | 189 |
| Cats | 223 |
| Wildlife | 86 |
| Livestock | 1 |
| Total | 499 |

Animal intake (new animals to the shelter) from January 1, 2019 to June 24, 2019.

Fiscal year (Oct 1 to June 24): 722 animals

CY19 Animal Disposition

| Animal Services - Outcome | | | | |
|---------------------------|-----------------|------------|--------------|------------------|
| | Return to Owner | Adoption | Transfer Out | Wildlife Release |
| Dogs | 74 | 65 | 32 | 0 |
| Cats | 8 | 62 | 73 | 0 |
| Wildlife | 0 | 0 | 4 | 68 |
| Other | 1 | 4 | 0 | 0 |
| Total | 83 | 131 | 109 | 68 |

Animal outcome from January 1, 2019 to June 24, 2019.

Other – Pig, Donkey, Birds

Animal Disposition

| Animal Services - Died in Custody | | | |
|--|---------------------------|----------------|------------|
| | Injured on Arrival | Disease | DOA |
| Dogs | 0 | 0 | 1 |
| Cats | 5 | 3 | 2 |
| Wildlife (Deer) | 1 | 0 | 1 |
| Bird / Bat | 0 | 1 | 1 |
| Total | 6 | 4 | 1 |

Animal in custody death from January 1, 2019 to June 24, 2019.

Animal Disposition

| Animal Services - Euthanasia | | | | | |
|-------------------------------------|-------------------------|--------------------------|----------------------|--------------------------|---------------------------|
| | Aggressive-Human | Aggressive-Animal | Vet Recommend | Medical Condition | Untreatable Injury |
| Dogs (10) | 6 | 1 | 2 | 1 | 0 |
| Cats (7) | 1 | 1 | 2 | 2 | 1 |
| Wildlife | 0 | 0 | 0 | 0 | 0 |
| Bat (2) | 2 | 0 | 0 | 0 | 0 |
| Total | 9 | 2 | 4 | 3 | 1 |

Animal Euthanasia from January 1, 2019 to June 24, 2019.

We do not euthanize for space.

Staffing

| Animal Services Staffing | | |
|---------------------------------|-------------------|---------------|
| | Authorized | Vacant |
| Animal Services Manager | 1 | 0 |
| Animal Services Officers | 4 | 0 |
| Full-Time Kennel Tech | 1 | 1 |
| Part-Time Kennel Tech | 2 | 1 |
| Total | 8 | 2 |

Notes: Requesting that our Part-time Kennel Tech be moved to the Full-time Kennel Tech Position.

Conducted an interview board for Part-time Kennel Techs on June 11, 2019. We have two candidates for the position.

Customer Interactions

Adoption Events

Our last adoption event was “Kitten Palooza”, which was held on June 8, 2019. This took place at Pets Barn and Wal-mart here in Schertz. We took 27 kittens to the events and adopted 7 of them.

Our next adoption event will be the 4th of July Jubilee. We will take part in the parade and hold an adoption event.

Customer Interactions

Large Intakes

Our large intakes consist of kittens, with the shelter reaching a population of 63 kittens at its peak. Some kittens were born in shelter, while others were either brought in by citizens or picked up by Officers in the field.

Customer Interactions

Customer Complaints

There have been no recent complaints concerning the facility, processes, cost or personnel.

Customer Interactions

Community Complaints

We have had numerous different types of complaints from the community. These include:

- Wildlife in yards
- Dead animals in roadway
- Barking dogs
- Animal welfare
- Stray cats
- Aggressive Dogs
- Snakes in buildings
- Squirrels in Civic Center
- Dog Bites
- Dogs at large

Resources

Facilities

- Shelter flooring – repairs to the flooring continue.
- The current HVAC system continues to struggle. Due to this, portable AC units are still in place to help cool portions of the building.
- The Mobile Mini is still in use for quarantine animals with airborne illnesses. Experiencing trouble with AC cooling.

Resources

Equipment

- We are currently working with vendors on new cat kennels.
- A spec sheet, along with a diagram of each rooms measurements and kennel layout have been completed. These have been forwarded to vendors for quotes.
- Staff has visited different shelters to review kennels that have the exhaust systems in place that we wish to install.

Resources

Media

The shelter utilizes social media and the shelters website to advertise animals new to the shelter. We also advertise our community adoption events on these pages.

The shelter utilizes the “PetFinder” for all adoptable animals at the shelter.

Questions?

CITY COUNCIL MEMORANDUM

City Council Meeting: July 9, 2019
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the Minutes of the regular meeting of June 25, 2019. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on June 25, 2019.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends Council approve the minutes of the regular meeting of June 25, 2019.

Attachments

Draft Minutes 06-25-2019

DRAFT

MINUTES
REGULAR MEETING
June 25, 2019

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on June 25, 2019, 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 Pro-Tem Allison Heyward; Councilmember Mark Davis;
Councilmember Ralph Gutierrez; Councilmember Scott Larson;
Councilmember Cedric Edwards; Councilmember David Scagliola;
Councilmember Tim Brown

Absent: Mayor Michael Carpenter

City Staff: City Manager Dr. Mark Browne; Assistant City Manager Brian James; City
Manager Sarah Gonzalez

Call to Order – City Council Regular Session

Mayor Pro-Tem Heyward called the regular 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 Gutierrez)

Presentations

- Proclamation for National Park and Recreational Month.

Mayor Pro-Tem Heyward read and presented the National Park and Recreational month proclamation for July.

Director of Parks, Recreation & Community Services Lauren Shrum accepted the proclamation and made a few comments and stats about the Schertz Parks Department. Lauren Shrum introduced different groups that make up the Schertz Park Team as well as some outside entities and asked them to come to the front for recognition and a group picture.

- Presentation - The 2019 Spring/Summer Parks Program Guide was given an

Award of Honor (3rd place) from the Texas Association Municipal Information Officers (TAMIO).

Mayor Pro-Tem Hewward recognized Public Affairs Director Linda Klepper and Marketing & Communications Specialist Devan Flores who provided information regarding the Parks program guide and award. Linda Klepper asked for Parks staff to come forward for a picture.

City Events and Announcements

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

Assistant to the City Manager Sarah Gonzalez made the following announcements:

Friday, June 28

Coffee with the Chamber 7:30 am – 9:30

1730 Schertz Parkway

Chamber members are invited to come to the Welcome Center and enjoy a cup of coffee and visit with staff and other Chamber members. Event sponsored by Fully Promoted.

Saturday, June 29

Schertz Sweethearts will be participating in the Luling Watermelon Festival Parade 11:00 am

Tuesday, July 2, 2019

Tactical Tag League 8:00 pm – 10:00 pm

Pickrell Park

Thursday, July 4

44th Annual 4th of July Jubilee 9:30 am – 10:00 pm

Schertz is proud to host the 4th of July Jubilee, one of South Texas' largest tributes to freedom and the men & women who serve in the armed forces!

Complete with live musical entertainment, a downtown parade, 'Let Freedom Run' 5K, kid's carnival, a Family Zone, and festival food, Jubilee offers something for the whole family.

For more information, call the Parks & Recreation Office at 210-619-1850.

Thursday, July 4 and Friday, July 5

City Offices closed in observance of Independence Day

Friday, July 5

Family game Day Noon-7:00 pm

Pickrell Park Pool

Tuesday, July 9

City Council Meeting 6:00 pm

Council Chambers

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

City Manager Dr. Mark Browne made the following announcements:

Executive Director of Economic Development Kyle Kinatader was recognized for passing the International Economic Development Council Certified Economic Developer Examination. He earned his Certified Economic Developer Certification.

Dr. Browne made the recommendation to cancel the City Council Meeting for July 2, 2019, because of a very light agenda. He recommended the agenda items be moved to City Council Meeting on July 9, 2019. Dr. Browne stated this will be done without any disruptions to our programs.

Dr. Browne recognized and commended our Public Works, Parks Crew, and Facilities Maintenance Crew for their outstanding service after a major storm in keeping our City operating and clearing debris.

Dr. Browne recognized the Universal City Fire Fighters for their response helping with the fire at the LaQuinta Inn in Schertz. He also recognized our Fire Department, Police Department, and EMS Crews for their outstanding response with the fire and the life saving measures taken.

Fire Marshall Thomas Pinder was asked to give an overview of the event along with Battalion Chief C Shift and Incident Commander Clint Williams.

Dr. Browne also thanked Public Affairs for their role in assisting with displaced individuals from the fire at the Schertz Civic Center.

- Announcements and recognitions by the Mayor Pro-Tem (Allison Heyward)

Mayor Pro-Tem Heyward recognized Boy Scout Jacob Tarrillion from Troop 51 who was in the audience this evening, she stated he is working on his Citizenship in Community Merit Badge.

Hearing of Residents

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Mayor Pro-Tem Heyward recognized following resident to speak:

- Doug Dillon - 4918 Crestwood Dr. - Discussed the possibility of the City of Schertz to offer an incentive or enticement for a potential buyer for the Golf Course in Northcliffe.

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.

The following Consent items were read into record.

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of June 11, 2019. (B. Dennis)
2. **Appointments to the various City Boards, Commissions and Committees** - Consideration and/or action regarding appointments to the Building and Standards Commission and to the Economic Development Corporation Board. (Mayor/Council/B. Dennis)

Appointment of Melissa Villarreal to the Building and Standards Commission as an alternate member and the appointment of Jesse Carrasco to the Economic Development Corporation Board.

3. **Resolution No.19-R-71** - Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas authorizing EMS debt revenue adjustments, Utility Billing debt revenue adjustments and Schertz Magazine debt revenue adjustments for certain inactive outstanding receivables and other matters in connection therewith. (B. James/J. Walters)

4. **Resolution No. 19-R-79** - Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas authorizing purchases up to \$250,000 with HydroPro Solutions for water meters and other matters in connection therewith. (B. James/J. Walters)
5. **Resolution No. 19-R-74** - Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas authorizing an amendment to the Schertz Main Street Local Flavor Economic Development Program and other matters in connection therewith. (B. James)
6. **Resolution No. 19-R-75** - Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas on a request for a Historical Incentive Program for the Schertz Main Street Local Flavor Economic Development Grant for 533 Main Street and related matters in connection therewith. (B. James)
7. **Resolution 19-R-76**- Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas authorizing the Schertz Seguin Local Government Corporation (SSLGC) Budget Amendment for Fiscal Year 2018-19 in the amount of \$3,000,000 as a transfer to the SSLGC Repair/Replacement Fund and in the amount of \$500,000 as a transfer to the Rate Stabilization fund and other matters in connection therewith. (C. Kelm/A. Beard)
8. **Resolution No. 19-R-77** - Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas approving the Schertz/Seguin Local Government Corporation Fiscal Year 2019-2020 Annual Budget and other matters in connection therewith. (SSLGC Resolution #SSLGC R19-04) (C. Kelm/A. Beard)
9. **Resolution No. 19-R-78** - Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas approving the Schertz/Seguin local Government Corporation Fiscal Year 2019-2020 Water Rates and other matters in connection therewith. (SSLGC Resolution #SSLGC R19-05) (C.Kelm/A. Beard)

Mayor Pro-Tem Heyward asked if there were any items that needed to be removed from Consent.

No items requested.

Moved by Councilmember Cedric Edwards, seconded by Councilmember Ralph Gutierrez to approve Consent Agenda items 1-9.

AYE: Mayor Pro-Tem Allison Heyward, Councilmember Mark Davis, Councilmember Ralph Gutierrez, Councilmember Scott Larson, Councilmember Cedric Edwards, Councilmember David Scagliola, Councilmember Tim Brown

Passed

Discussion and Action Items

- 10. Resolution No. 19-R-80** - Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas authorizing a program and expenditures, Project E-052, to provide a possible incentive of up to \$200,000 for a project related to the creation or retention of up to 87 primary jobs. (M. Browne/K. Kinateder)

The following was read into record:

Resolution No. 19-R-80

A Resolution by the City Council of the City of Schertz, Texas authorizing a program and expenditures as provided for in the Economic Development Performance Agreement between the City of Schertz Economic Development Corporation (The "SEDC") and Nexus Enterprises, LLC (The "Company"); and other matters in connection therewith.

Mayor Pro-Tem Heyward recognized Executive Director Economic Development Kyle Kinateder who provided photographs and gave a description of the project and incentives offered. No questions were asked from Council.

Moved by Councilmember Cedric Edwards, seconded by Councilmember David Scagliola to approve Resolution No. 19-R-80 as read.

AYE: Mayor Pro-Tem Allison Heyward, Councilmember Mark Davis, Councilmember Ralph Gutierrez, Councilmember Scott Larson, Councilmember Cedric Edwards, Councilmember David Scagliola, Councilmember Tim Brown

Passed

11. **Resolution No. 19-R-72** - Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas, requesting assistance from the Texas Department of Transportation in the form of a planning study for intersection improvements including an overpass structure on FM 3009 across the Union Pacific railroad tracks and FM 78 in Schertz and other matters in connection therewith. (B. James/K. Woodlee)

The following was read into record:

Resolution No. 19-R-72

A Resolution by the City Council of the City of Schertz, Texas, requesting assistance from the Texas Department of Transportation in the form of a Planning Study for Intersection Improvements including an overpass structure on FM 3009 across the Union Pacific Railroad Tracks and FM 78 in Schertz and other matters in connection therewith.

Mayor Pro-Tem Heyward recognized City Engineer Kathy Woodlee who provided a few visuals and an explanation of the assistance needed from TxDOT for Resolution No. 19-R-72 and their position in the project. Questions were answered from Council.

Moved by Councilmember Cedric Edwards, seconded by Councilmember Mark Davis to approve Resolution 19-R-72

AYE: Mayor Pro-Tem Allison Heyward, Councilmember Mark Davis, Councilmember Ralph Gutierrez, Councilmember Scott Larson, Councilmember Cedric Edwards, Councilmember David Scagliola, Councilmember Tim Brown

Passed

Roll Call Vote Confirmation

City Secretary Brenda Dennis provided the roll call votes for items 1 through 11.

Closed Session

Mayor Pro-Tem Heyward recessed the meeting at 6:42 p.m. into Closed Session.

12. 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-058

Reconvene into Regular Session

Mayor Pro-Tem Heyward reconvened into regular session at 7:00 p.m.

- 12a.** Take any action based on discussion held in closed session under Agenda Item 12.

None taken at this time.

Requests and Announcements

- Announcements by the City Manager.

Dr. Browne attended the Putt Putt Golf at the library and commended staff for a job well done.

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

None at this time.

- 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

Councilmember Gutierrez made the following comments and attended the following events:

- Jr. Police Academy.
- Special thanks to Public Works for cleaning the debris from his neighborhood after the storm.
- The Chamber Luncheon.
- The Universal City Golf Course Budget Meeting - thanked Universal City for allowing them to attend.
- The State of the Workforce Development Seminar.
- Northcliffe Community Meeting concerning their Golf Course.
- Gave a heartfelt thank you to the Police, Fire and EMS Department for their

response/work on the LaQuinta fire.

Councilmember Edwards made the following comments:

- Thanked City Manager Dr. Browne for keeping Council updated on important events when they are out of town.
- Thanked the Staff and their crews/teams for the quick clean up of debris after the storm.

Councilmember Scagliola made the following comments:

- Thanked the Staff and their crews/teams for the quick clean up of debris after the storm.

Councilmember Brown made the following comments:

- Thanked the First Responders and Public Works Departments for the work they had done in a short week.

Mayor Pro-Tem Heyward made the following comments and attended the following events:

- Thanked Public Works and the Police for doing such a good job.
- RobinThompson's retirement party.
- Northeast Partnership Luncheon.
- The Chamber Luncheon.
- The State of the Workforce Development Seminar.
- The Universal City Golf Course Budget Meeting/Workshop - thanked Universal City for the incites given on running a golf course.
- Jr. Police Academy and the graduation event.
- Currently attending the Citizen Police Academy. Encouraged others to attend.

City Manager Dr. Browne made the following recognition:

- Assistant City Manager Brian James was recognized for his outstanding presentation on Main Street at the Chamber Luncheon.

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

13. Pickrell Park Basketball Goals Update
14. Dedicated Trail Funding Request from the Parks & Recreation Advisory Board
15. Update on Planning and Zoning Commission evaluation of PIT Pads and Short Term Rentals

Adjournment

As there was no further business, Mayor Pro-Tem Heyward adjourned the meeting at 7:11 p.m.

ATTEST:

Allison Heyward Pro-Tem, Mayor

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: July 9, 2019
Department: Human Resources
Subject: Resolution 19-R-84 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas Authorizing Expenditures in Excess of \$50,000 with Silsbee Ford, RDO Equipment, ASCO Equipment, Doggett Freightliner and Altec Industries in Fiscal Year 2018-2019 and Other Matters In Connection Therewith. (C. Kelm/J. Harshman/J. Kurz)

BACKGROUND

Council approved Resolution 19-R-15 on February 5, 2019 authorizing the City Manager to issue the following purchase orders in support of the City's Vehicle Replacement program:

Silsbee Ford - \$188,849.60
RDO Equipment - \$84,853.29
ASCO Equipment - 99,571.10
Doggett Freightliner - \$116,344.00
Altec Industries - \$105,277.00

The CCM that accompanied Resolution 19-R-15 (attached hereto) outlined expenditures for each vendor, to include the cost of the proposed new/replacement vehicles, expenditures to date, as well as, other anticipated expenditures for the remainder of the fiscal year. However, only the cost of the proposed new/replacement vehicles were included and approved in Resolution 19-R-15.

For this reason, we are asking Council to approve the following not-to-exceed amounts (as originally intended by Staff).

Silsbee Ford was selected for seven (7) light duty vehicles for the amount of \$188,849.60. Expenses as of February 2019 were \$562,940.49, with an additional \$188,849.60 for the proposed purchase, for a not exceed amount of \$751,790.09.

RDO Equipment was selected for one (1) John Deere backhoe for the amount of \$84,853.29. Expenses as of February 2019 were \$381.70, with additional costs of parts and repairs expected this year to be \$15,000, for a not to exceed total amount of \$100,234.99.

ASCO Equipment was selected for one (1) Generac portable generator for the amount of \$99,571.10. Expenses as of February 2019 were \$188.10 with additional costs of parts and repairs expected this year to be \$30,000, for a not to exceed total amount of \$130,234.99.

Doggett Freightliner was selected for one (1) Freightliner tandem axle dump truck for the amount of \$116,344. Approved expenses as of February 2019 were \$100,099, with additional costs of parts and repairs expected this year to be \$10,000, for a not to exceed total amount of \$226,443.

Altec Industries was selected for one (1) Altec aerial bucket truck not to exceed amount of \$105,277.

GOAL

Approval of Resolution 19-R-84

COMMUNITY BENEFIT

The Fleet & Facility Services Department has developed a 5-year replacement program to provide equitable solutions for vehicle replacement. The strategy is based on current industry/municipal standards, as well as, yearly review and adjustments by the Fleet staff through means of condition assessments. With the combined efforts of staff including Fleet and Purchasing, staff solicited multiple bids for all vehicles and equipment through local and statewide vendors associated with Texas cooperative purchase agreements. These cooperative agreements allow the City to utilize contracts with a large network of participating vendors providing the best value for the City.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 19-R-84

FISCAL IMPACT

The City of Schertz will fund the purchase of vehicles and equipment through the city's general fund, with money approved in the FY 18-19 budget.

RECOMMENDATION

Approval of Resolution 19-R-84

Attachments

Resolution 19-R-84

CCM 19-R-15

Resolution 19-R-15

RESOLUTION NO. 19-R-84

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES IN EXCESS OF \$50,000 WITH SILSBEE FORD, RDO EQUIPMENT, ASCO EQUIPMENT, DOGGETT FREIGHTLINER AND ALTEC INDUSTRIES IN FISCAL YEAR 2018-2019 AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Schertz Fleet & Facility Services Department needs to purchase equipment and vehicles in support of the City's Vehicle Replacement Program;

WHEREAS, Resolution 19-R-15 approved by Council February 5, 2019, authorized purchase orders to Silsbee Ford for the purchase of seven (7) new light-duty vehicles, RDO Equipment for the purchase of one (1) John Deere backhoe, ASCO Equipment for the purchase of one (1) Generac portable generator, Doggett Freightliner for the purchase of one (1) tandem axle dump truck, and one (1) Altec aerial bucket truck, all of which are vendors participating in Texas Cooperative Purchasing Agreement Programs; and

WHEREAS, the Fleet & Facility Services Department has identified other anticipated costs of maintenance or repair services with these vendors, and requests additional spending authority;

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

Section 1. The City Council hereby authorizes expenditures for Fiscal Year 18-19 with Silsbee Ford in an amount not to exceed \$751,790.09, expenditures with RDO Equipment in an amount not to exceed \$100,234.99, expenditures with ASCO Equipment in an amount not to exceed \$130,234.99, expenditures with Doggett Freightliner in an amount not to exceed \$226,443, and expenditures with Altec Industries in an amount not to exceed \$105,277.

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 9th day of July, 2019.

CITY OF SCHERTZ, TEXAS

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting:

February 5, 2019

Department:

Fleet & Facility Services

Subject:

Resolution No. 19-R-15 A Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into an agreement for the purchase of seven (7) vehicles, one (1) backhoe, one (1) portable generator, one (1) tandem axle dump truck, and one (1) aerial bucket truck

Background

The Fleet & Facility Services Department has developed a 5-year replacement program to provide equitable solutions for vehicle replacement. The strategy is based on current industry/municipal standards, as well as, yearly review and adjustments by the Fleet staff through means of condition assessments. With the combined efforts of staff including Fleet and Purchasing, staff solicited multiple bids for all vehicles and equipment through local and statewide vendors associated with Texas cooperative purchase agreements. These cooperative agreements allow the City to utilize contracts with a large network of participating vendors providing the best value for the City. The combined purchase for all units is \$588,894.99, plus additional outfitting costs provided by local vendors and internal staff in the amount of \$21,300.00, and expected repair costs of \$55,000 for a total not to exceed amount \$665,194.99. The vendors selected and expenses are as follows;

Silsbee Ford was selected for seven (7) light duty vehicles for the amount of \$188,849.60. Approved expenses to date equal \$562,940.49, with an additional \$188,849.60 for the proposed purchase, for a not exceed amount of \$751,790.09.

RDO Equipment was selected for one (1) John Deere backhoe for the amount of \$84,853.29. Expenses to date are \$381.70 with additional costs of parts and repairs expected this year to be \$15,000 for a not to exceed total amount of \$100,234.99.

ASCO Equipment was selected for one (1) Generac portable generator for the amount of \$99,571.10. Expenses to date are \$188.10 with additional costs of parts and repairs expected this year to be \$30,000 for a not to exceed total amount of \$130,234.99.

Doggett Freightliner was selected for one (1) Freightliner tandem axle dump truck for the amount of \$116,344. Approved expenses to date equal \$100,099 with additional costs of parts and repairs expected this year to be \$10,000 for a not to exceed total amount of \$226,443.

Altec Industries was selected for one (1) Altec aerial bucket truck not to exceed amount of \$105,277

The remaining expenses for up-fitting costs are provided by various local vendors and internal staff with a total not to exceed \$15,300

Goal

To authorize the Acting City Manager to execute the contract with Silsbee Ford, RDO Equipment, Asco Equipment, Doggett Freightliner, and Altec Industries for the purchase of replacement vehicles and equipment.

Summary of Recommended Action

Approval of this resolution will allow the purchase of seven (7) light-duty vehicles through Silsbee Ford, one (1) backhoe through RDO Equipment, one (1) generator through Asco Equipment, one (1) dump truck through Doggett Freightliner, and one (1) aerial bucket truck through Altec Industries. These purchases of these units will all be completed through the vendors listed whom are authorized and registered with Texas Cooperative Purchasing agreements that the City is affiliated. Authority for such cooperatives is granted under Texas Government Code §§ 791.001 et seq as amended.

Additionally, Subchapter F, Chapter 271.102 of the Texas Local Government Code, “Cooperative Purchasing Program Participation,” provides that a local government may participate in a cooperative purchasing program with other local governments or a local cooperative organization established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services or equipment.

Fiscal Impact

The purchase of these units will be funded through the current budget approved for fiscal year 2018-19 for this purpose, except an additional \$13,764 that will come from Contingency for a total not to exceed \$665,194.99

Recommendation

Approval of Resolution 19-R-15

Attachment(s)

Resolution 19-R-15

RESOLUTION NO. 19-R-15

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF SEVEN (7) VEHICLES, ONE (1) BACKHOE, ONE (1) PORTABLE GENERATOR, ONE (1) TANDEM AXLE DUMP TRUCK, AND ONE (1) AERIAL BUCKET TRUCK

WHEREAS, the Schertz Fleet & Facility Services Department has a need to purchase seven (7) light-duty vehicles, one (1) backhoe, one (1) portable generator, one (1) tandem axle dump truck, and one (1) aerial bucket truck ; and

WHEREAS, the Fleet & Facility Services Department has done due diligence in researching what units best fit the needs of the department, to obtain the best pricing and to provide the best quality of vehicles and equipment that ensures safety and longevity in its use; and

WHEREAS, the Fleet & Facility Services Department has chosen Silsbee Ford for the purchase of seven (7) new light-duty vehicles, RDO Equipment for the purchase of one (1) John Deere backhoe, ASCO Equipment for the purchase of one (1) Generac portable generator, Doggett Freightliner for the purchase of one (1) tandem axle dump truck, and one (1) Altec aerial bucket truck, all of which are vendors participating in Texas Cooperative Purchasing Agreement Programs; and

WHEREAS, purchases under the cooperative programs meet the requirements under Subchapter C, Chapter 791.025 of the Texas Government Code, which states that a local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services; and

WHEREAS, the City of Schertz will fund the purchase of vehicles and equipment through the city's general fund.

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the Acting City Manager to contract with Silsbee Ford, RDO Equipment, ASCO Equipment, Doggett Freightliner, and Altec Industries.

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

Section 1. The City Council hereby authorizes the Acting City Manager to issue a Purchase Order to Silsbee Ford in a not to exceed amount of **ONE HUNDRED AND EIGHTY EIGHT THOUSAND, EIGHT HUNDRED FORTY NINE DOLLARS and SIXTY CENTS (\$188,849.60)**, to issue a Purchase Order to RDO Equipment in a not to exceed amount of **EIGHTY FOUR THOUSAND, EIGHT HUNDRED AND FIFTY THREE DOLLARS and TWENTY NINE CENTS (\$84,853.29)**, to issue a Purchase Order to ASCO Equipment in a not to exceed amount of **NINETY NINE THOUSAND, FIVE HUNDRED AND SEVENTY ONE DOLLARS and TEN CENTS (\$99,571.10)**, to issue a Purchase Order to Doggett Freightliner in a not to exceed amount of **ONE HUNDRED SIXTEEN THOUSAND, THREE HUNDRED FORTY FOUR DOLLARS (\$116,344)**, to issue a Purchase Order to Altec

Industries in a not to exceed amount of **ONE HUNDRED FIVE THOUSAND, TWO HUNDREDD SEVENTY SEVEN DOLLARS (\$105,277)** .

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.

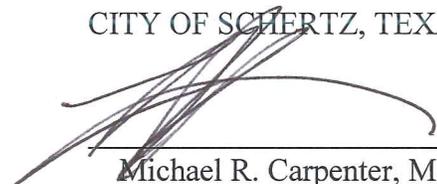
Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares 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 5th day of February 2019.

CITY OF SCHERTZ, TEXAS

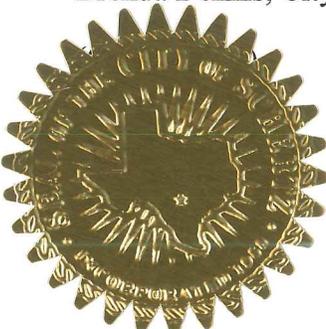


Michael R. Carpenter, Mayor

ATTEST:



Brenda Dennis, City Secretary



CITY COUNCIL MEMORANDUM

City Council Meeting: July 9, 2019
Department: Human Resources
Subject: Resolution 19-R-85 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing expenditures in excess of \$50,000 with Deere & Company in Fiscal Year 2018-2019 and other matters in connection therewith. (C. Kelm/J. Hooks/J. Kurz)

BACKGROUND

The Schertz Drainage Department identified a need to purchase a new tractor and shredder, and the Parks Department needs to purchase a new gator. Council approved Ordinance 19-T-06 February 26, 2019, authorizing a budget adjustment increasing the Drainage budget by \$73,438.00 to purchase a mower and shredder from fund balance. Funds to purchase the gator were budgeted and approved in FY 18-19 budget.

The Drainage and Parks Departments have chosen Deere & Company, a vendor participating in Texas Cooperative Purchasing Agreement, for the purchase of this equipment. Purchases under the cooperative programs meet the requirements under Subchapter C, Chapter 791.025 of the Texas Government Code, which states that a local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

To purchase the mower, shredder, and gator, Staff is requesting authorization of expenditures for FY 18-19 with Deere & Company in an amount not to exceed \$88,000.00.

GOAL

Approve Resolution 19-R-85

COMMUNITY BENEFIT

The Fleet & Facility Services Department has developed a 5-year replacement program to provide equitable solutions for vehicle and equipment replacement. A proactive equipment replacement programs provides for long-term planning and prudent fiscal stewardship. Purchasing cooperatives assist local governments in reducing costs through volume purchasing. Additionally, City resources are conserved and purchasing efficiencies are maximized through use of a streamlined procurement process.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 19-R-85

FISCAL IMPACT

Council approved Ordinance 19-T-06 February 26, 2019, authorizing a budget adjustment increasing the Drainage budget by \$73,438.00 to purchase a mower and shredder from fund balance. Funds to purchase the gator were budgeted and approved in FY 18-19 budget.

Cost of the mower & shredder: approximately \$74,400

Cost of the gator: approx \$13,000

RECOMMENDATION

Approve Resolution 19-R-85

Attachments

Resolution 19-R-85

Ordinance 19-T-06

RESOLUTION NO. 19-R-85

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES IN EXCESS OF \$50,000 WITH DEERE & COMPANY IN FISCAL YEAR 2018-2019 AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Schertz Drainage Department has identified a need to purchase a new tractor and shredder, and the Parks Department needs to purchase a new gator;

WHEREAS, Ordinance 19-T-06 approved by Council February 26 2019, authorized a budget adjustment increasing the Drainage budget by \$73,438.00 to purchase a mower and shredder from fund balance; and

WHEREAS, the Drainage and Parks Departments has chosen Deere & Company, a vendor participating in Texas Cooperative Purchasing Agreement, for the purchase of this equipment; and

WHEREAS, purchases under the cooperative programs meet the requirements under Subchapter C, Chapter 791.025 of the Texas Government Code, which states that a local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services; and

WHEREAS, it has been determined that it is in the best interest of the City to purchase the mower and shredder and gator from Deere & Company;

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

Section 1. The City Council hereby authorizes expenditures for Fiscal Year 18-19 with Deere & Company in an amount not to exceed \$88,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED, this 9th day of July, 2019.

CITY OF SCHERTZ, TEXAS

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

ORDINANCE NO. 19-T-06

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2018-19 BUDGET, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 18-T-32, the City of Schertz (the "City") adopted the budget for the City for the fiscal year 2018-2019 (the "Budget"), which provides funding for the City's operations throughout the 2018-2019 fiscal year; and

WHEREAS, the City needs to re-appropriate \$878,233.00 to complete drainage projects approved as part of the fiscal year 2017-18 budget and authorize \$73,252.00 from bond project funds; and

WHEREAS, the City needs to increase the Drainage budget to purchase a tractor mower and shredder for \$74,348.00 from fund balance; and

WHEREAS, the City needs to transfer \$47,000 from Finance to Information Technology for the Human Resources and Payroll Services contract; and

WHEREAS, the City needs to increase the budget by \$15,000 for the Human Resources and Payroll Services contract to be funded by a contribution; and

WHEREAS, the City needs to increase the budget by \$35,000 for the Main Street Local Economic Development Program to be funded by investment income; and

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

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to adjust the Budget and approve the re-appropriation for drainage projects, transfer funds from Finance to Information Technology for the Human Resources and Payroll Services contract, increase the budget for the Human Resources and Payroll Services contract, and increase the budget for the Main Street Local Economic Development Program, as more fully set forth in this Ordinance.

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

Section 1. The City shall re-appropriate \$878,233.00 from the Drainage fund balance and authorize the use of \$73,252.00 of drainage bond funds to complete the drainage projects approved in fiscal year 2017-18.

Section 2. The City shall increase the Drainage budget by \$73,438.00 to purchase a mower and shredder from fund balance.

Section 3. The City shall transfer \$47,000.00 from Finance personnel budget to the Information Technology citywide software budget for the Human Resources and Payroll Services contract.

Section 4. The City shall increase the Information Technology citywide software budget by an additional \$15,000.00 for the Human Resources and Payroll Services contract and recognize a contribution from Blue Cross Blue Shield to offset the increase.

Section 5. The City shall increase the General Fund budget by \$35,000.00 to fund the Main Street Local Economic Development Program and recognize an additional \$35,000.00 in investment income to offset the increase.

Section 6. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 7. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

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

Section 9. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

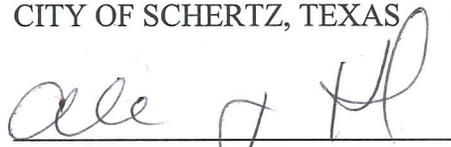
Section 10. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

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

PASSED ON FIRST READING, the 12th day of February 2019.

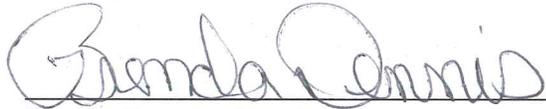
PASSED, APPROVED and ADOPTED ON SECOND READING, the 26th day of February 2019.

CITY OF SCHERTZ, TEXAS

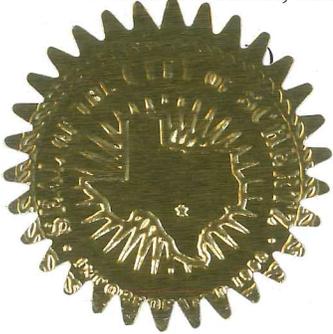


Mayor Pro-Tem, Allison Heyward

ATTEST:



Brenda Dennis, City Secretary



CITY COUNCIL MEMORANDUM

City Council Meeting: July 9, 2019
Department: Parks, Recreation & Community Service
Subject: Resolution No. 19-R-73 - Consideration and/or action approving a Resolution authorizing the City Manager to accept a 100% matching grant for a playground structure through the TRAPS – GameTime Statewide Funding Initiative and to authorize the purchase and installation of equipment totaling \$76,058.00. (B. James/L.Shrum)

BACKGROUND

The City of Schertz has been awarded a 100% matching grant through the TRAPS – GameTime Statewide Funding Initiative for a playscape structure for Heritage Oaks Park. Council approved staff to submit an application on April 23, 2019 (Resolution 19-R-50.) The City of Schertz was one of 25 grants awarded throughout the state and our playscape structure was awarded two national demonstration site designations: “NatureGrounds” and the “PlayOn! Promoting Physical Activity.”

Staff worked with GameTime to select and customize a playground structure for the site and the cost of that unit is \$63,585.00. (The minimum requirement for the playscape structure for the 100% matching grant was \$60,000.) The city’s cash match is \$31,792.50. Not included in the grant was an accessory swing set and spinning sensory wave seat that were added to the project to receive the PlayOn! Designation and those totaled \$2,705.00. Geotextile rolls for the safety surfacing base, the GameTime owner’s kit, and freight totaled an additional \$3,105.34.

Installation and safety surfacing costs are not included in the grant and total \$38,455.16. City staff was considering installing the equipment in-house but due to the timing requirements related to the grant and other project commitments (the concurrent trail project in the same park) staff has decided to contract out the installation. The city’s cash match and the associated installation costs will be funded out of the 2018 CO Bonds set aside for Parks. City staff already had plans to install an accessible route (currently a natural surface trail) and will combine those efforts with this effort.

GOAL

The goal is to capitalize on this grant funding opportunity and leverage the city's limited funds to add a playscape feature to Heritage Oaks Park.

COMMUNITY BENEFIT

Currently Heritage Oaks Park has a natural surface trail, 2 picnic tables with trash cans, and 2 benches. The only other playscape in southern Schertz is located across the busy FM 1518 in the Rhine Valley neighborhood, so this playscape will be a popular addition to The Crossvine and Sedona neighborhoods.

SUMMARY OF RECOMMENDED ACTION

Staff recommends accepting the 100% matching grant opportunity through the TRAPS-GameTime Statewide Funding Initiative and purchasing the playground equipment. Staff also recommends contracting out the installation of the unit and the associated safety surfacing needed to meet grant completion deadlines.

FISCAL IMPACT

Leveraging the limited funds available in the Park Fund with matching grant opportunities allows city staff to maximize the recreational amenities we can provide to our residents. 100% match opportunities are few and far between and so staff wants to capitalize on the opportunity. Funds from the 2018 CO Bonds designated for Parks will be used to cover the match for the equipment cost as well as the freight, installation, and safety surfacing needed to complete the project. The total purchase for this playground unit with associated installation costs is \$76,058.00.

RECOMMENDATION

Staff recommends accepting the 100% matching grant opportunity through the TRAPS-GameTime Statewide Funding Initiative and purchasing the playground equipment. Staff also recommends contracting out the installation of the unit and the associated safety surfacing needed to meet grant completion deadlines.

Attachments

Resolution 19-R-73
TRAPS Funding Initiative
Quote Playscape Unit
Quote Installation
Playscape Rendering
Resolution 19-R-50 signed

RESOLUTION NO. 19-R-73

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ACCEPT A 100% MATCHING GRANT FOR A PLAYGROUND STRUCTURE THROUGH THE TRAPS-GAMETIME STATEWIDE FUNDING INITIATIVE AND TO AUTHORIZE THE PURCHASE AND INSTALLATION OF EQUIPMENT TOTALING \$76,058.00, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City accept an award of a 100% matching grant for a playground structure; and

WHEREAS, the City staff has recommended the purchase and installation of playground equipment totaling \$76,058.00; and

WHEREAS, the City Council has determined that it is in the best interest of the City to accept an award of a 100% matching grant for a playground structure and to authorize the purchase and installation of equipment totaling \$76,058.00.

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

Section 1. The City Council hereby authorizes city staff to accept an award of a 100% matching grant for a playground structure through the TRAPS – GameTime Statewide Funding Initiative and authorizes the purchase and installation of equipment totaling \$76,058.00.

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

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

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

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

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

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

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

PASSED AND ADOPTED, this 9th day of July 2019.

CITY OF SCHERTZ, TEXAS

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

TRAPS PROMOTES COMMUNITY HEALTH AND INNOVATIVE PARTNERSHIPS FOR PLAY

Statewide Training and Funding Initiative



ABOUT THE INITIATIVE

TRAPS, GameTime, and PlayCore are aligning resources and strategically partnering to promote community health and wellness throughout the state of Texas. Through this initiative, we invite park & recreation professionals, education professionals, planning and design professionals, and community partners to join and learn about current trends and research-based best practices for play and recreation destinations.

The goals of the initiative are:

Educate: Offer statewide training opportunities on research-based practices for creating high quality play and recreation destinations.

Advocate: Demonstrate how TRAPS and parks and recreation are essential contributors to improving the quality of life of children, families, and communities across the state of Texas.

Collaborate: Facilitate strategic partnerships and identify funding opportunities to promote community health and wellness. Discuss how innovative partnerships, including schools, park and recreation, and community advocates, can work together to build stronger communities through the power of play and recreation.

Fund: Provide funding opportunities to support the deployment of National Demonstration Sites across Texas to create projects of excellence that support physical activity, inclusion, and engagement with nature.

Research: Capture community vitality outcomes, compiled in site-specific data reports, to help showcase user and community benefits as related to project goals and future priorities.

Celebrate: Distribute ongoing communications, provide opportunities to share community impact, and engage with PlayCore's scholar network. Your leadership will be recognized for championing high quality play and recreation initiatives across Texas.

FOLLOW THESE STEPS

1. Join a Professional Development Event in March/April.
2. Write an Essay to Describe Your Community Needs and Outcomes.
3. Submit Your Completed Essay to michalannelord@traps.org by May 7, 2019.
4. Awardees Will Be Recognized at State Conference in 2020.



IN PARTNERSHIP:



WWW.GAMETIME.COM/TRAPS

STATEWIDE TRAINING & MATCHING FUNDS PROCESS

Professional Development Events:

Attend a Professional Development event and bring research based practices to your community!

Attend a Professional Development Event:

1

Visit www.gametime.com/traps for registration link and overview of agenda.

Put Training to Action and Submit Funding Application:

2

Advocate for your community and put your training into action. Write a 1000-2000 word essay to describe your community playground needs, partnership opportunities, goals, and expected outcomes. Submit your completed essay by May 07, 2019 to admin@traps.org. Visit www.gametime.com/traps to download application.

Awardees Selected:

3

Awardees will be selected and notified on May 20. To facilitate data collection, selected projects must be ordered by July 19, shipped by September 2, and installed by October 16. Awardees are encouraged to promote data collection at project site.

Data Collection and Research:

4

PlayCore will facilitate state-wide data collection and gather outcomes to be shared with the community through education and outreach. Initial data will be shared at the 2020 TRAPS Conference.

Terms and Conditions:

Matching funds must be used towards the purchase of a qualified playground structure. Other freestanding play products are available at our best pricing through Omnia Partners - US Communities. Representatives from TRAPS, GameTime, and PlayCore will select qualifying projects to be considered for playground matching funds. Orders must be placed by July 15 through GameTime's exclusive Texas representatives. Funding can only be applied to additional GameTime playground equipment purchases and only in conjunction with the original purchase. GameTime standard policies and warranties as listed in the 2019 Playground Design Guide apply. Freight, installation, surfacing, and applicable sales tax are extra and not included as part of the matching funds. To qualify for a 100% matching grant, list price of the qualifying playground system must exceed \$60,000. Matching funds are subject to rounding rules and may vary based on qualified purchase. For award recipients who wish to bring fitness to their communities, separate funding will be available for GT Challenge Course with the funding amounts dependent on the course selected. Preconfigured adult outdoor fitness packages are also available - apply for up to \$12,000 in funding for preconfigured outdoor fitness packages. Contact your Texas GameTime representative for a list of qualifying adult outdoor fitness packages. Freestanding playground products available to winners through Omnia Partners - US Communities. No other offer, discount, or special programs can be used with this funding program. All applications must be validated by the project administrator. GameTime reserves the right to decline any application for the TRAPS funding initiative.



Attend a Professional Development Event:

March 27 | 9am-2pm
Launda Haus
360 Aquatics Circle
New Braunfels, TX

April 2 | 9am-2pm
Georgetown
Park & Rec
1101 N. College St.
Georgetown, TX

April 3 | 9am-2pm
The Epic
2960 Epic Place
Grand Prairie, TX

April 4 | 9am-2pm
Missouri City
Rec Center
2701 Cypress Point Dr
Missouri City, TX



by Total Recreation Products, Inc.
 17802 Grant Road Cypress, Texas 77429
 Phone: 281-351-2402
 Toll Free: 800-392-9909
 Fax: 281-351-2493

QUOTE
 #84235

07/02/2019

TA-04167-19 Rev 2 City of Schertz - Heritage Oaks Park (TRAPS Initiative) Equipment Quote

City of Schertz
 Attn: Lauren Shrum
 10 Commercial Place
 Building 1
 Schertz, TX 78154
 Phone: 210-619-1853
 lshrum@schertz.com

Ship To Zip: 78154

| Quantity | Part # | Description | Unit Price | Amount |
|----------|--------|---|---------------|---------------|
| 1 | RDU | Game Time - TA-04167-19-2A1R2 Custom PowerScape 5-12 Unit - <i>Unit qualifies for the following National Demonstration Site criteria:</i> * NDS PlayOn! * NDS Nature Grounds <i>Signs included separately, below.</i> | \$63,585.00 | \$63,585.00 |
| 1 | TRAPS | Game Time - 2019 TRAPS Initiative Matching Funds | (\$31,792.50) | (\$31,792.50) |
| 1 | 14927 | Game Time - NDS Play On Sign Package - <i>No charge for this sign</i> | | |
| 1 | 14930 | Game Time - NDS Nature Grounds Sign Package - <i>No charge for this sign</i> | | |
| 1 | RDU | Game Time - (1) Painted T-Swing (incl. Belt Seat and Enclosed Tot Seat) | \$1,609.00 | \$1,609.00 |
| 1 | 3205 | Game Time - Spinning Sensory Wave Seat | \$1,096.00 | \$1,096.00 |
| 1 | RDU | Game Time - Surfacing Accessories: (2) Rolls GeoTextile | \$989.00 | \$989.00 |
| 1 | 178749 | Game Time - Owner's Kit | \$55.00 | \$55.00 |

TA-04167-19 Rev 2 City of Schertz - Heritage Oaks Park (TRAPS Initiative) Equipment Quote

QUOTE
#84235

07/02/2019

Freight Calculated to Zip Code 78154, Customer is responsible for meeting the truck for delivery and unloading. A forklift may be required and is strongly recommended. Equipment Only; Installation **NOT** included.

SubTotal: \$35,541.50
Discount: (\$434.83)
Freight: \$2,496.17
Total Amount: \$37,602.84

Surfacing is **NOT** included. Per ASTM / CPSC standards, adequate safety surfacing is required underneath play equipment with a critical fall height.

100% funds match for payment in full (via Check, made out to GAMETIME) at the time of your order.

***TRAPS State Initiative:
Order must be placed by no later than July 19th, 2019.***

DUE TO FLUCTUATING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER. PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

Contract: USC

Important Terms & Conditions - Please Review

To place an order, you must provide this Price Quotation, signed by an authorized purchaser, with a check made payable to GameTime.

This quotation explicitly excludes any and all items not expressly specified or identified above. No other product, equipment, or service is included, regardless of any Contract Document, Contract Section, Plans, Specifications, Drawing, or Addendum. Delivery for most GameTime equipment is approximately 5-6 weeks after all order documents have been received and payment terms have been approved. A current, approved credit application is required for N30 terms. To place an order, you must provide a purchase order or a signed Total Recreation Products, Inc. (hereafter described as TRP) quote, assigned to GameTime. Neither general contractor nor subcontractor contracts can be accepted. Purchase documents that contain indemnity or hold harmless conditions cannot be accepted. Retainage is not permitted. The following must be received before your order can be processed: complete billing and shipping addresses, a contact name and phone #, and all color choices. Manufacturer's colors may vary from year to year. You are responsible for ensuring that any required submittal approvals are completed before placing your order for processing. TRP reserves the right to limit submittals to one copy. Shop drawings, bluelines, sepias, are not available. Closeout documents may be limited to GameTime or TRP standard issue. If Sales Tax Exempt, a copy of your tax exemption form or resale certificate must accompany your order, or any applicable sales tax, will be added to your invoice. Most GameTime products are shipped from the Ft. Payne, AL plant. GameTime cannot hold orders or store equipment. **Equipment is invoiced when shipped.** If a cash sale, your payment must be received in full before the order will be processed. Contractors must also provide copies of current, fully executed bid/performance/payment bonds, as applicable. Pricing shown does not include any charges for permits, bonding, prevailing wage, or additional insured certifications. Unless otherwise noted, any quantity of surfacing or playcurbs quoted has been calculated specifically for the equipment and layout shown. No additional surfacing or curbing is included, and no allowance has been made, for an unlevelled, convoluted or larger site, or for a different layout. Neither GameTime nor TRP is responsible for any surface, curbing, border, or drain that is provided by others. Also please confirm that your area is adequate for the equipment that you are purchasing.

07/02/2019

Installation charges, if quoted, are for a "standard" installation unless specifically noted to be otherwise. Installation charges are due upon completion. Standard installations are based upon a soil work site, that is freely accessible by truck, (no fencing, tree/landscaping or utility obstacles, etc.), and level, (+/- 1-2% maximum slope). An accessible water source must be available to the installer. Any site work that is not expressly described is excluded. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply. Standard installations generally require from 2-10 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and the installer's schedule. Work may or may not be performed in consecutive days. Playcurbs are staked in, not set in concrete. Engineered wood fiber and shredded rubber surfacings are spread, not compacted, rolled, or watered. Landscape timbers are not warranted. The Customer is responsible for locating and clearly marking all underground utilities in the installation area before any installation work can begin. The installer is not responsible for damages, repairs, or discontinuance of business due to damaged utilities. If applicable, sprinkler system locates, re-working and repairs are excluded from installation charges. Installation of all products, (equipment, borders, fall surfacing and amenities) are as quoted and approved by acceptance of quotes and drawings. As a precautionary measure, work in progress areas will be taped off at the end of the workday. Pier spoils from installation shall be spread at site, site will be left rough grade. The installer is not responsible for any damages or re-work resulting from after hours events or activities during the work in progress period. Temporary fencing is only provided by specific request, and additional charges will apply. Collectively and/or individually, not the manufacturer, TRP, their representatives, nor the installation company shall be held liable for any damages resulting from misuse, vandalism, or neglect. Any deviations from approved and accepted placement of all items, along with additional work, over and above quoted items, will be chargeable to the customer. Once work is completed the customer will be notified if present at the job site, and all responsibility of any new work will be transferred to the customer. The customer is responsible for maintaining the integrity of completed installation work until all components have seated and/or cured (concrete footings, etc.). Your project site must be completely prepared and ready to receive your equipment before any installation work begins. Acquisition of any and all permits is the sole responsibility of the customer. Additional charges may be billed for any extra hours or trips needed as a result of the work site not being ready. Neither the installation contractor, GameTime nor TRP will be responsible for delays caused by shortages, incorrect parts, weather conditions, other contractors, or lack of site readiness.

If you are receiving your equipment, you are responsible for unloading and accepting delivery from the freight company and reporting any damaged freight or shortages on the freight bill at the time. You will also be responsible for a complete inventory of your received equipment and reporting any discrepancies to us immediately. Neither the freight company nor the manufacturer will resolve shipment discrepancies that are not reported immediately. Make sure that all items have been received before any type of installation work is scheduled. The freight carrier will be instructed to call your designated contact 24 hours before delivery to arrange a delivery appointment.

Once accepted, orders can only be changed or canceled with the consent of GameTime and TRP, and on terms that will indemnify them against loss. Changed or canceled orders are subject to a \$100.00 service charge. Additionally, canceled orders are subject to a 25% restocking fee, plus freight charges (to and from). Built-to-order equipment orders are non-cancelable. Changes to orders that have been shipped and invoiced are subject to the above \$100.00 service charge plus additional restocking/return charges of 25%. Non-returnable items shall be charged at full invoice value. Any return transportation charges shall be for the Buyer's account. Replacement parts are also subject to the cancellation/returns policy. Please carefully review any research information that has been sent to you and confirm that you are ordering the correct replacement parts for your equipment. This quotation is valid 30 days. After 30 days, please request an updated quote. Prices may be subject to material and fuel surcharges at the time of shipment and are subject to change without notice. Current prices will apply at the time of shipment. Acceptance of this quote indicates your agreement to GameTime's credit terms, which are net 30 days, FOB shipping with approved credit. Any deviations from this proposal may invalidate the quoted pricing and/or terms.

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O TOTAL RECREATION.

Please complete and return with your required form of payment:

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Facsimilie: _____

Purchase Amount: **\$37,602.84**

TA-04167-19 Rev 2 City of Schertz - Heritage Oaks Park (TRAPS Initiative) Equipment Quote

**QUOTE
#84235**

07/02/2019

Order Information:

Bill To: _____

Ship To: _____

Company: _____

Company: _____

Attn: _____

Attn: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Email Address: _____

Email Address: _____

Tel: _____

Tel: _____

Fax: _____

Fax: _____

For non-taxable purchases: Please also provide a copy of your Sales Tax Exemption Certificate or Resale Certificate.



by Total Recreation Products, Inc.
 17802 Grant Road Cypress, Texas 77429
 Phone: 281-351-2402
 Toll Free: 800-392-9909
 Fax: 281-351-2493

QUOTE
 #84236

07/02/2019

TA-04167-19 Rev 2 City of Schertz - Heritage Oaks Park (TRAPS Initiative) Installation & Surfacing

City of Schertz
 Attn: Lauren Shrum
 10 Commercial Place
 Building 1
 Schertz, TX 78154
 Phone: 210-619-1853
 lshrum@schertz.com

Ship To Zip: 78154

| Quantity | Part # | Description | Unit Price | Amount |
|----------|---------|---|-------------|-------------|
| 1 | W61271 | GT-Impax - 136 CY Engineered Wood Fiber Playground Surfacing (2,752 sq. ft. at a 12" depth) - <i>Price includes a \$517.74 discount and freight to Schertz, TX 78154</i> | \$4,761.61 | \$4,761.61 |
| 1 | INSTALL | Game Time - Installation - <i>Installation of Above Equipment, 207 LF concrete curbs, (1) concrete access ramp, and above EWF surfacing Only; No other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply.</i> | \$33,693.55 | \$33,693.55 |

Freight Calculated to Zip Code 78154, Installer is responsible for meeting the truck for delivery and unloading.

SubTotal: \$38,455.16
Total Amount: \$38,455.16

All items on this quote are in conjunction with GameTime Quote #84235

***TRAPS State Initiative:
 Order must be placed by no later than July 19th, 2019.***

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Contract: USC

Important Terms & Conditions - Please Review

To place an order, you must provide one of the following: a Purchase Order assigned to GameTime; or this Price Quotation, signed by an authorized purchaser, with a check made payable to GameTime. GameTime will also accept payment by Visa, MasterCard, or American Express. A current approved credit application is required for Net 30 terms.

07/02/2019

This quotation explicitly excludes any and all items not expressly specified or identified above. No other product, equipment, or service is included, regardless of any Contract Document, Contract Section, Plans, Specifications, Drawing, or Addendum. Delivery for most GameTime equipment is approximately 5-6 weeks after all order documents have been received and payment terms have been approved. A current, approved credit application is required for N30 terms. To place an order, you must provide a purchase order or a signed Total Recreation Products, Inc. (hereafter described as TRP) quote, assigned to GameTime. Neither general contractor nor subcontractor contracts can be accepted. Purchase documents that contain indemnity or hold harmless conditions cannot be accepted. Retainage is not permitted. The following must be received before your order can be processed: complete billing and shipping addresses, a contact name and phone #, and all color choices. Manufacturer's colors may vary from year to year. You are responsible for ensuring that any required submittal approvals are completed before placing your order for processing. TRP reserves the right to limit submittals to one copy. Shop drawings, blueprints, sepias, are not available. Closeout documents may be limited to GameTime or TRP standard issue. If Sales Tax Exempt, a copy of your tax exemption form or resale certificate must accompany your order, or any applicable sales tax, will be added to your invoice. Most GameTime products are shipped from the Ft. Payne, AL plant. GameTime cannot hold orders or store equipment. Equipment is invoiced when shipped. If a cash sale, your payment must be received in full before the order will be processed. Contractors must also provide copies of current, fully executed bid/performance/payment bonds, as applicable. Pricing shown does not include any charges for permits, bonding, prevailing wage, or additional insured certifications. Unless otherwise noted, any quantity of surfacing or playcurbs quoted has been calculated specifically for the equipment and layout shown. No additional surfacing or curbing is included, and no allowance has been made, for an unlevelled, convoluted or larger site, or for a different layout. Neither GameTime nor TRP is responsible for any surface, curbing, border, or drain that is provided by others. Also please confirm that your area is adequate for the equipment that you are purchasing.

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07/02/2019

Please complete and return with your required form of payment:

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Facsimilie: _____

Purchase Amount: **\$38,455.16**

Order Information:

Bill To: _____

Ship To: _____

Company: _____

Company: _____

Attn: _____

Attn: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Email Address: _____

Email Address: _____

Tel: _____

Tel: _____

Fax: _____

Fax: _____

For non-taxable purchases: Please also provide a copy of your Sales Tax Exemption Certificate or Resale Certificate.



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

Heritage Oaks Park
Schertz, TX
Rendered in Modified "Rainforest" Color Palette



www.gametime.com



www.totalrecreation.net

RESOLUTION NO. 19-R-50

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN APPLICATION FOR A 100% MATCHING GRANT FOR A PLAYGROUND STRUCTURE THROUGH THE TRAPS – GAMETIME STATEWIDE FUNDING INITIATIVE, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City submit an application for a 100% matching grant for a playground structure; and

WHEREAS, the City Council has determined that it is in the best interest of the City to submit an application for a 100% matching grant for a playground structure.

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

Section 1. The City Council hereby authorizes city staff to apply for a 100% matching grant for a playground structure through the TRAPS – GameTime Statewide Funding Initiative.

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.

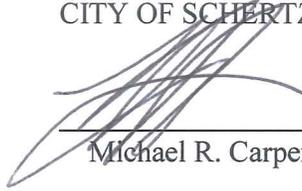
Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares 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 23rd day of April, 2019.

CITY OF SCHERTZ, TEXAS



Michael R. Carpenter, Mayor

ATTEST:



Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: July 9, 2019
Department: City Secretary
Subject: Resolution No. 19-R-81 – Consideration and/or action approving a Resolution calling the November 5, 2019 City of Schertz Joint General Election with Guadalupe and Bexar County and approving the Guadalupe County Election Contract, and Bexar County Election Agreement/Memo of Understanding. (B. Dennis/Council)

BACKGROUND

The attached Resolution calls the November 5, 2019 Joint General Election to elect Councilmembers in Places 1, and 2 and for the Mayor for a three-year term to begin November 2019 and ending 2022.

The City Secretary's office again has taken the lead to work with the different entities about the future of elections in our jurisdictions, many of which are in more than one County. Discussions have revolved around these entities to sign agreements each with Bexar, and Guadalupe counties for their respective elections. By holding elections this way, many benefits are realized:

- Entities will divide the costs proportionately thereby creating a savings to each entity
- Utilize common Early Voting and Election Day poll locations/Vote Centers
- Utilize common voting equipment
- Utilize common voting clerks
- Reduce Voter confusion and difficulty by only having to go to one location for all elections
- Open more Early Voting locations within the different counties
- Utilization of Vote Centers for both Bexar and Guadalupe County on election day

Guadalupe County has not received any final word from Comal on their locations, but theirs was approved through Commissioners Court on June 25, 2019.

We were informed by Comal County that they have started submitting their application to the Secretary of State to use Vote Centers in November. If they are approved, Guadalupe County would not be able to handle the Comal portion of the City of Schertz Election, and we would have to contract with them, but as of the date of this writing Guadalupe is currently planning on handling it as always, but we need to be aware of the possibility of this change. The estimated cost portion for Comal County would be an additional \$3,055.12. Comal County application has not been approved by their Commissioners Court as of this date. When approved they will submit to the Secretary of State. The last day for submission of the application is August 22, 2019. I have attached a copy of their Contract which has been reviewed and approved by our Purchasing Department as well as a copy of their draft early voting locations. The early voting locations has not been approved by their Commissioners Court. This will take place in August.

On election night, the City Secretary will take the unofficial results from the counties and tally the results for posting at City Hall and on the City website.

Action on this item will authorize staff to finalize agreements with Bexar, and Guadalupe counties and their respective Election Administrators to conduct the City election, as well as finalize a Joint Elections Contract with other entities. Should Comal County obtain approval for Vote Centers the City of Schertz will need to contract with Comal County. Comal County has not received approval at this time but if they obtain approval we will need to revisit contracting with them.

The City Secretary has posted notice of filing for application for place on the General Election ballot information on the city's website, bulletin board and in the Schertz magazine. The first day to file for place on the General Election ballot is Saturday, July 20, 2019, but since City Offices are closed date moves to Monday July 22, 2019 and the last day to file for place on the November 5, 2019 General Election ballot is Monday, August 19, 2019 by 5:00 p.m. Candidate packets are

available on line as well as can be picked up in the City Secretary's office.

Bexar County and Guadalupe County met with their Commissioners court and were approved for their early voting and election day vote center locations. Bexar County will also be utilizing Vote Center Locations on election day. This means that any Bexar County registered voter can vote at any Bexar County Election Day Location, regardless of the precinct in which they reside.

GOAL

To successfully call the November 5, 2019 General election and execute appropriate documents with the Election Administrators of Bexar and Guadalupe Counties to conduct our election

COMMUNITY BENEFIT

To hold joint elections with the various entities for the November 5, 2019 General, Special and other elections with the Election Administrators of Bexar and Guadalupe Counties thus utilizing common early voting and election day vote centers for all our registered voters. This will also save the tax payers money as the different entities also holding elections during this time will share costs.

SUMMARY OF RECOMMENDED ACTION

It is recommended Council approve Resolution No. 19-R-81 calling the November 5, 2019 City of Schertz Joint General Election and approving contracts with the Elections Administrators of Guadalupe and Bexar County Election Administrators to conduct the election and approving joint election agreements

FISCAL IMPACT

Estimated Costs are:

\$19,250.50 for Guadalupe and Comal Counties (if we were the only entity...it is likely that this will go down due to other entities sharing the cost). This amount does cover the Guadalupe County Election Administrator to run the Comal County portion of our voters.

\$3,000.00 for Bexar County (if we were the only entity...it is also likely that this will go down due to other entities sharing the cost). \$3,100.00 for Comal County should we have to contract with them.

Estimated cost for publication of election notice both in English and Spanish two times is \$6, 000.00. Total estimated cost \$31,350.50.

RECOMMENDATION

It is recommended Council approve Resolution No. 19-R-81 calling the November 5, 2019 City of Schertz Joint General Election and approving contracts with the Elections Administrators of Guadalupe and Bexar County Election Administrators to conduct the election and approving joint election agreements.

Attachments

Resolution

B

BB

C

CC

CCC

D
DD
E
F

NOTICE OF ELECTION

THE STATE OF TEXAS §
 §
COUNTIES OF GUADALUPE, COMAL §
AND BEXAR §
 §
CITY OF SCHERTZ §

-----0-----

TO THE RESIDENT, QUALIFIED VOTERS OF THE
CITY OF SCHERTZ, TEXAS

-----0-----

TAKE NOTICE that an election will be held in the City of Schertz, Texas on November 5, 2019, in obedience to a Resolution duly entered by the City Council of the City on July 9, 2019, which Resolution reads substantially as follows:

RESOLUTION NO. 19-R-81

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, CALLING AN ELECTION TO BE HELD ON NOVEMBER 5 , 2019 FOR THE PURPOSE OF ELECTING COUNCILMEMBERS FOR PLACE 1, PLACE 2 AND FOR MAYOR FOR A THREE YEAR TERM AND MAKING PROVISION FOR THE CONDUCT OF THE ELECTION; AUTHORIZING CONTRACTS WITH THE ELECTIONS ADMINISTRATORS OF BEXAR AND GUADALUPE COUNTIES TO CONDUCT THIS ELECTION; AUTHORIZING THE ELECTION TO BE HELD AS A JOINT ELECTION; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION; AND DECLARING AN EFFECTIVE DATE

WHEREAS, pursuant to Section 9.01(a) of the Home Rule Charter (the "**Charter**") of the City of Schertz, Texas (the "**City**"), the regular City election shall be held annually on the uniform election date in November, or at such other times as may be authorized or specified by State Law, at which time officers will be elected to fill those offices which become vacant that year.; and

WHEREAS, the terms of the offices of Councilmembers for Places 1, Place 2 and the Mayor ends in November 2019 and those offices will become vacant at that time. Therefore, the City is required to conduct an election in November 2019 to fill these vacancies; and

WHEREAS, the City will hold its election jointly in the counties of Bexar and Guadalupe with the Schertz-Cibolo-Universal City Independent School District (the "District"), the City of Cibolo, Cibolo Creek Municipal Authority and other entities pursuant to a joint election agreement between said entities as authorized by Section 271.002 of the Texas Election Code, as amended (the "Code"). WHEREAS, the City Council of the City (the "**Council**") hereby finds and determines that holding a Joint General Election on November 5, 2019, which is the uniform election date in November prescribed under the Texas Election Code, for the purpose of electing Councilmembers for Place 1, Place 2 and the Mayor is in accordance with the provisions of the City's Charter and is in the best interest of the citizens of the City; and

WHEREAS, the Council hereby finds and determines that a Joint General Election should be held in the City on November 5, 2019, for the purpose of electing the Councilmembers for Place 1, Place 2 and the Mayor for a three-year term; and

WHEREAS, the City will contract with the Bexar County Elections Administrator, and the Guadalupe County Elections Administrator (collectively, the "**Elections Administrators**") to conduct this election; and

WHEREAS, the City Secretary shall publish, and post notice of this election as required by applicable law.

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

Section 1. An election shall be held on November 5, 2019 in and throughout the City, for the purpose of electing the Councilmembers for Place 1, Place 2, and the Mayor, which places are currently held by (i) Councilmember Mark Davis – Place 1, (ii) Councilmember Ralph Gutierrez – Place 2, and the (iii) Mayor, Michael Carpenter for a three-year term to expire November 2022.

Section 2. The City will hold a Joint General election with the Schertz-Cibolo-Universal City Independent School District (the “District”), the City of Cibolo, and other entities, as provided pursuant to the provisions of a joint election agreement between Bexar County and Guadalupe County and the City of Schertz, adopted in accordance with the provisions of Section 271.002 of the Texas Election Code, as amended (the “Code”).

Section 3. At said election, the candidate receiving the most votes for Councilmember for Place 1, Place 2 and the Mayor respectively, shall be declared elected for a term to expire in November 2022. Any candidate desiring to have his or her name on the Official Ballot for said General election shall, no sooner than July 22, 2019 and no later than August 19, 2019, file with the City Secretary an application in writing in the form prescribed by the Texas Election Code requesting that his or her name be placed on the Official Ballot and declaring as a candidate for Councilmember for Place 1, Place 2 and the Mayor.

Any person failing to file said written application for candidacy by the time aforesaid shall not be entitled to have his or her name printed on the Official Ballot. The name of all eligible candidates whose applications have been duly and timely filed shall be placed on the ballot pursuant to a drawing as provided by law.

Section 4. Pursuant to Section 61.012, Texas Election Code, as amended, the City shall provide at least one accessible voting system in each polling place used in the election. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Touch screen machines may be used for early voting and Election Day voting by personal appearance. Certain early voting may be conducted by mail. The Elections Administrators shall also utilize a Central Counting Station (the “**Station**”) as provided by Section 127.001, et seq., Texas Election Code, as amended. Bexar County Election Administrator Jacque Callanen, and Guadalupe County Election Administrator Lisa Hayes will serve as the Managers and Presiding Judges of the Stations, will appoint the Election Judges and Station Clerks for each Station location and will establish a written plan for the orderly operation of the Station locations in accordance with the provisions of the Texas Election Code. The Elections Administrators will appoint the Tabulation Supervisors which will also serve as the Programmers for the Stations.

Lastly, the Elections Administrators will publish notice and conduct testing on the automatic tabulation equipment relating to the Stations and conduct instruction for the officials and clerks for the Stations in accordance with the provisions of the Texas Election Code.

Section 5. The City election precincts and vote center locations established for this election shall be the precincts named on **Exhibit A** attached hereto. A list of the City election precincts/vote centers and the polling places designated for each such election precinct are identified on **Exhibit A** to this Resolution, and this exhibit is incorporated by reference for all purposes. The City election Early voting locations established for this election shall be named on **Exhibit B** attached hereto. At least 63 days prior to the scheduled election date, the Council, in coordination with the Elections Administrators, will identify and formally approve the appointment of the Presiding Judges, Alternate Presiding Judges, Election Clerks, and all other election officials for this election.

Each Presiding Judge shall appoint not less than two (2) resident qualified voters of the County to act as clerks to properly conduct the election. However, if the Presiding Judge appointed actually serves, the Alternate Presiding Judge shall serve as one of the clerks. The appointment of such clerks may include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election. In the absence of the Presiding Judge named above, the Alternate Presiding Judge shall perform the duties of the Presiding Judge.

The election shall be held at the precincts and vote center locations listed on **Exhibit A** on Tuesday, November 5, 2019, as prescribed by applicable law, and, on the day of the election, the polls shall be open from 7:00 a.m. to 7:00 p.m.

The Bexar County Elections Office, 1103 S. Frio, Suite 100 San Antonio, Texas 78207, and the Guadalupe County Elections Office, 1101 Elbel Road, Schertz, Texas 78154, are hereby designated as the main early voting places at which early voting shall be conducted for those living respectively in Bexar, Comal, and Guadalupe Counties. Jacquelyn Callanen, the Elections Administrator of Bexar County (whose mailing address is 1103 S. Frio, Suite 100 San Antonio, Texas 78207), and Lisa Hayes, the Elections Administrator of Guadalupe County (whose mailing address is 215 S. Milam Street Seguin, Texas 78155 or PO Box 1346, Seguin Texas 78156-1346) are hereby appointed as the Early Voting Clerks to conduct such early voting in the election in accordance with the provisions of the Texas Election Code. Each Early Voting Clerk shall appoint not less than two (2) Deputy Early Voting Clerks in accordance with the provisions of the Texas Election Code.

Early voting shall be conducted from Monday, October 21, 2019 through Friday, November 1, 2019, with the exception of certain Saturdays, Sundays, and official State holidays. The locations and hours for the early voting are attached to this Resolution on **Exhibit B**.

Applications for ballots by mail must be received by the Early Voting Clerks of the appropriate Counties not later than the close of business on Friday, October 25, 2019.

An Early Voting Ballot Board for each County is hereby established for the purpose of processing early voting results. Jacquelyn Callanen, Elections Administrator of Bexar County, and Lisa Hayes, Elections Administrator of Guadalupe County will appoint the Presiding Judges of the applicable Early Voting Ballot Board. Each Presiding Judge shall appoint not less than two (2) nor more than ten (10) resident qualified voters of the applicable County to serve as members of the applicable Early Voting Ballot Board.

Section 6. The anticipated fiscal impact of conducting the election is currently estimated to be \$31,350.50.

Section 7. All resident qualified voters of the City shall be permitted to vote at any of the early voting locations in Bexar or Guadalupe County regardless of their county of residence. On Election Day, such voters shall vote at any polling place located in their designated election precinct within Guadalupe, Bexar or Comal County. The election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, and as may be required by any other law. All election materials and proceedings shall be printed in both English and Spanish.

Section 8. A substantial copy of this Resolution shall serve as a proper notice of the election. This notice, including a Spanish translation thereof, shall be posted at the City Hall not less than twenty-one (21) days prior to the date the election is to be held, and be published in a newspaper of general circulation in the City, (a) not more than thirty (30) days, and not less than ten (10) days prior to the day of the election.

Section 9. The Council authorizes the City Manager, or his/her designee, to negotiate and enter into one or more joint election agreements with other governmental organizations in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager, or his/her designee.

Section 10. The Council authorizes the City Manager, or his/her designee, to negotiate and enter into contracts with the Elections Administrators to conduct the election in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager, or his/her designee.

Section 11. 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 Council.

Section 12. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters ordered herein.

Section 13. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 14. 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 this Council hereby declares that this Resolution would have been enacted without such invalid provision. The Council hereby authorizes the Mayor and the City Secretary of the City to make such technical modifications to this Resolution that are necessary for compliance with applicable Texas or federal law or to carry out the intent of this Council, as evidenced herein.

Section 15. 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 16. This Resolution shall be in force and effect from and after its final passage and any publication required by law.

* * * *

PASSED, APPROVED, AND ADOPTED on this 9th day of July 2019.

Michael R. Carpenter Mayor

ATTEST:

Brenda Dennis TRMC, MMC, CPM, City Secretary

(SEAL OF CITY)

NOVEMBER 5, 2019
GENERAL AND SPECIAL ELECTIONS
Election Day Polling Locations
Polls Open from 7:00 a.m. to 7:00 p.m.

Guadalupe County will be using Vote Centers for the November 5, 2019 General & Special Elections.
Any Guadalupe County registered voter can vote at any Guadalupe County Election Day Location,
regardless of the precinct in which they reside.

| | |
|--------|---|
| VC #1 | McQueeney Lions Club , 3211 FM 78, McQueeney |
| VC #2 | Vogel Elementary School, 16121 FM 725, Seguin |
| VC #3 | Remarkable Healthcare, 1339 Eastwood Dr., Seguin |
| VC #4 | Forest Hills Baptist Church, 8251 FM 1117, Seguin |
| VC #5 | Justice of the Peace Court, Pct 1, 2405 E. US Hwy 90, Seguin |
| VC #6 | Kingsbury United Methodist Church, 7035 FM 2438, Kingsbury |
| VC #7 | Staples Baptist Church, 10020 FM 621, Staples |
| VC #8 | Maranatha Fellowship Hall, 2356 S. Hwy. 80, Luling |
| VC #9 | TLU Alumni Student Center, Conference Rooms A/B, 1109 University St., Seguin (previously Jackson Park Student Activity Center @ TLU) |
| VC #10 | Grace Church, 3240 FM 725, New Braunfels |
| VC #11 | McQueeney VFW Post 9213, 275 Gallagher, McQueeney |
| VC #12 | Columbus Club of Seguin, 1015 S. Austin Street, Seguin |
| VC #13 | Our Lady of Guadalupe Church Annex, 730 Guadalupe St. Seguin |
| VC #14 | Westside Baptist Church, 1208 N. Vaughan St., Seguin |
| VC #15 | American Legion Hall, 618 E. Kingsbury, Seguin |
| VC #16 | Geronimo Community Center, 280 Navarro Dr, Geronimo |
| VC #17 | St. Joseph s Mission , 5093 Redwood Rd., San Marcos |
| VC #18 | The Silver Center, 510 E. Court St., Seguin |
| VC #19 | Central Texas Technology Center, Room 118 Conf. Room, 2189 FM 758, New Braunfels |
| VC #20 | The Cross Church, 814 N. Bauer, Seguin (previously the Seguin-Guadalupe County Former Library) |
| VC #21 | Santa Clara City Hall, 1653 N. Santa Clara Rd., Santa Clara |
| VC #22 | Marion Dolford Learning Center, 200 W. Schlather Lane, Cibolo |
| VC #23 | Schertz Elections Office, 1101 Elbel Rd., Schertz |
| VC #24 | Schertz United Methodist Church, 3460 Roy Richard Dr., Schertz |
| VC #25 | Selma City Hall, 9375 Corporate Dr., Selma |
| VC #26 | Crosspoint Fellowship Church, 2600 Roy Richard Drive, Schertz |
| VC #27 | Immaculate Conception Catholic Church, 212 N. Barnett St., Marion |
| VC #28 | Schertz Community Center, 1400 Schertz Parkway, Schertz |
| VC #29 | Mikulski Hall, 509 Schertz Pkwy., Schertz |
| VC #30 | Schertz Community Center North, 3501 Morning Dr., Cibolo |
| VC #31 | St. John's Lutheran Church, 606 S. Center St., Marion |
| VC #32 | New Berlin City Hall, 9180 FM 775, New Berlin |
| VC #33 | Klein Road Elementary School, 2620 W. Klein Road, New Braunfels |
| VC #34 | Cibolo Fire Station #2, 3864 Cibolo Valley Drive, Cibolo (previously Elaine Schlather Elementary School) |

NOVEMBER 5, 2019
GENERAL AND SPECIAL ELECTIONS
Election Day Polling Locations
Polls Open from 7:00 a.m. to 7:00 p.m.

Bexar County will be using Vote Centers for the November 5, 2019 General & Special Elections.
Any Bexar County registered voter can vote at any Bexar County Election Day Location,
regardless of the precinct in which they reside.

| | |
|---------------|--|
| VC #1 | Bexar County Justice Center, 300 Dolorosa |
| VC #2 | Brookhollow Library, 530 Heimer Road |
| VC #3 | Castle Hills City Hall (Community Room) 209 Lemonwood Dr. |
| VC #4 | Claude Black Center, 2805 East Commerce |
| VC #5 | Cody Library, 11441 Vance Jackson |
| VC #6 | Converse City Hall, 405 S. Seguin Road |
| VC #7 | Copernicus Community Center, 5003 Lord Road |
| VC #8 | Encino Branch Library, 2515 East Evans Road |
| VC #9 | Fair Oaks Ranch City Hall (Council Chambers), 7286 Dietz Elkhorn |
| VC #10 | Great Northwest Library, 9050 Wellwood |
| VC #11 | Henry A Guerra, Jr. Library, 7978 W. Military Drive |
| VC #12 | John Igo Library, 13330 Kyle Seale Parkway |
| VC #13 | Johnston Library, 6307 Sun Valley Drive |
| VC #14 | Julia Yates Semmes Library @ Commanche Lookout Park, 15060 Judson Road |
| VC #15 | Las Palmas Library, 515 Castroville Road |
| VC #16 | Leon Valley Conference Center, 6421 Evers Road |
| VC #17 | Lions Field, 2809 Broadway |
| VC #18 | Maury Maverick, Jr. Library, 8700 Mystic Park |
| VC #19 | McCreless Library, 1023 Ada Sreet |
| VC #20 | Memorial Library, 3222 Culebra |
| VC #21 | Mission Library, 3134 Roosevelt Ave |
| VC #22 | Northside Activity Center, 7001 Culebra |
| VC #23 | Olmos City Hall, 120 El Prado W |
| VC #24 | Parman Library @ Stone Oak, 20735 Wilderness Oak |
| VC #25 | Precinct 1 Satellite Office, 3505 Pleasanton Road |
| VC #26 | Schaefer Library, 6322 US Hwy 87 E |
| VC #27 | Shavano Park City Hall (Council Chambers) 900 Saddletree CT |
| VC #28 | Somerset ISD Admin Bldg., 7791 6 th Street, Somerset |
| VC #29 | South Park Mall, 2310 SW Military |
| VC #30 | Tobin Library @Oakwell, 4134 Harry Wurzbach |
| VC #31 | Universal City Library, 100 Northview Drive |
| VC #32 | Windcrest Takas Park Civic Center, 9310 Jim Seal Dr. |
| VC #33 | Wonderland Mall of the Americas @ Crossroads, 4522 Fredericksburg |
| VC#34 | Ray D. Corbett Junior High School, 12000 Ray Corbet Drive |

Subject to change

NOVEMBER 5, 2019
(5 DE NOVIEMBRE, 2019)

GENERAL AND SPECIAL ELECTIONS
(ELECCIONES GENERALES Y ESPECIALES)

LOCATIONS OF EARLY VOTING POLLING PLACES
(LA VOTACION ADELANTADA EN PERSONA SE LLEVARA A CABO EN)

Location, Dates & Hours of Main Early Voting Polling Location
(Lugar, Fechas y Horas de los Centros Principales de Votación para la Votación Adelantada)

SEGUIN ELECTIONS OFFICE

215 S. Milam St. Seguin, TX 78155

| | |
|---|---|
| Monday, Oct. 21 st through Friday, Oct. 25 th , 2019 8:00 a.m. to 5:00 p.m. | Lunes, 21 de Oct., 2019 hasta el Viernes, 25 de Oct. de 2019 de 8:00 de la mañana a las 5:00 de la tarde |
| Saturday, Oct. 26 th , 2019 7:00 a.m. to 7:00 p.m. | Sabado, 26 de Oct., 2019 de 7:00 de la mañana a las 7:00 de la tarde |
| Sunday, Oct. 27 th , 2019 1:00 p.m. to 6:00 p.m. | Domingo, 27 de Oct., 2019 de 1:00 de la tarde a las 6:00 de la tarde |
| Monday, Oct. 28 th , through Friday, Nov. 1 st , 2019 7:00 a.m. to 7:00 p.m. | Lunes, 28 de Oct., 2019 hasta el Viernes, 1 de Nov. de 2019 de 7:00 de la mañana a las 7:00 de la tarde |

*Emergency and Limited ballots available at this location only. (Boletas limitadas y de emergencia solamente están disponibles en esta caseta.)

Location, Dates & Hours of Branch Early Voting Polling Locations
(Lugar, Fechas y Horas de las Sucursales de los Centros de Votación para la Votación Adelantada)

CENTRAL TEXAS TECHNOLOGY CENTER

Room 118 Conference Room, 2189 FM 758
New Braunfels, TX 78130

GRACE CHURCH

3240 FM 725
New Braunfels, TX 78130

NEW BERLIN CITY HALL

9180 FM 775
New Berlin, TX

SCHERTZ ELECTIONS OFFICE ANNEX

1101 Elbel Road
Schertz, TX 78154

| | |
|---|---|
| Monday, Oct. 21 st through Friday, Oct. 25 th , 2019 8:00 a.m. to 5:00 p.m. | Lunes, 21 de Oct., 2019 hasta el Viernes, 25 de Oct. de 2019 de 8:00 de la mañana a las 5:00 de la tarde |
| Saturday, Oct. 26 th , 2019 7:00 a.m. to 7:00 p.m. | Sabado, 26 de Oct., 2019 de 7:00 de la mañana a las 7:00 de la tarde |
| Sunday, Oct. 27 th , 2019 1:00 p.m. to 6:00 p.m. | Domingo, 27 de Oct., 2019 de 1:00 de la tarde a las 6:00 de la tarde |
| Monday, Oct. 28 th , through Friday, Nov. 1 st , 2019 7:00 a.m. to 7:00 p.m. | Lunes, 28 de Oct., 2019 hasta el Viernes, 1 de Nov. de 2019 de 7:00 de la mañana a las 7:00 de la tarde |

Applications for Ballot by Mail shall be mailed to: (Las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a:) Lisa Hayes, Elections Administrator, P. O. Box 1346, Seguin, TX 78156-1346.

Applications for Ballot by Mail must be received no later than the close of business on October 25, 2019.

(Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio el 25 de Octubre 2019.)

**JOINT CONSTITUTIONAL AMENDMENT, GENERAL, SPECIAL AND CHARTER
ELECTIONS
NOVEMBER 5, 2019**

THE HOURS OF EARLY VOTING WILL BE:

Mon., Oct. 21 thru Fri., Oct. 25 8:00 a.m. to 6:00 p.m.
 Sat., Oct. 26, 2019 10:00 a.m. to 6:00 p.m.
 Sun., Oct. 27, 2019 12:00 noon 6:00 p.m.
 Mon., Oct. 28 thru Wed., Oct. 30..... 8:00 a.m. to 6:00 p.m.
 Thurs., Oct. 31 thru Fri., Nov. 1 8:00 a.m. to 8:00 p.m.

October 21, 2019 November 1, 2019

| SUN | MON | TUES | WED | THURS | FRI | SAT |
|-------------|-------------|----------------------|-------------|-------------|-------------|---------------------|
| 20 | 21 ***** | 22 ***** | 23 ***** | 24 ***** | 25 ***** | 26 ***** **** |
| 27 ***** | 28 ***** | 29 ***** | 30 ***** | 31 ***** | 1 ***** | 2 |
| 3 | 4 | 5 ELECTION DAY | | | | |
| | | | | | | |

Legend: ***** Indicates dates open for early voting

Main Early Voting Location:

**BEXAR COUNTY ELECTIONS DEPARTMENT.....1103 S. Frio
 DEAF LINK available for the hearing impaired**

In addition to the main early polling place, early voting will be conducted at the following locations:

*******BEXAR COUNTY JUSTICE CENTER.....300 Dolorosa**
BROOKHOLLOW LIBRARY .530 Heimer Road
CASTLE HILLS CITY HALL (COMMUNITY ROOM) .209 Lemonwood Dr.
CLAUDE BLACK CENTER.....2805 East Commerce
CODY LIBRARY.....11441 Vance Jackson
CONVERSE CITY HALL .405 S. Seguin Rd
COPERNICUS COMMUNITY CENTER .5003 Lord Rd.
ENCINO BRANCH LIBRARY .2515 East Evans Rd
FAIR OAKS RANCH CITY HALL (COUNCIL CHAMBERS) ..7286 Dietz Elkhorn
GREAT NORTHWEST LIBRARY ..9050 Wellwood
HENRY A. GUERRA, JR. LIBRARY.....7978 W Military Drive

| | |
|---|--------------------------|
| JOHN IGO LIBRARY | 13330 Kyle Seale Parkway |
| JOHNSTON LIBRARY | 6307 Sun Valley Drive |
| JULIA YATES SEMMES LIBRARY @ Comanche Lookout Park..... | 15060 Judson Road |
| LAS PALMAS LIBRARY | 515 Castroville Road |
| LEON VALLEY CONFERENCE CENTER | .6421 Evers Rd |
| LION S FIELD..... | .2809 Broadway |
| MAURY MAVERICK, JR. LIBRARY..... | .8700 Mystic Park |
| MCCRELESS LIBRARY | 1023 Ada Street |
| MEMORIAL LIBRARY | .3222 Culebra |
| MISSION LIBRARY | .3134 Roosevelt Ave. |
| NORTHSIDE ACTIVITY CENTER | 7001 Culebra |
| OLMOS CITY HALL | ..120 El Prado W |
| PARMAN LIBRARY@Stone Oak | .20735 Wilderness Oak |
| PRECINCT 1 SATELLITE OFFICE ... | 3505 Pleasanton Rd. |
| SCHAEFER LIBRARY | .6322 US Hwy 87 E |
| SHAVANO PARK CITY HALL (COUNCIL CHAMB).. ... | 900 Saddletree Ct |
| SOMERSET ISD ADMIN BLDG | 7791 6th St., Somerset |
| SOUTH PARK MALL | 2310 S.W. Military |
| TOBIN LIBRARY @OAKWELL | 4134 Harry Wurzbach |
| UNIVERSAL CITY LIBRARY | .100 Northview Dr |
| WINDCREST TAKAS PARK CIVIC CENTER .. | .9310 Jim Seal Dr. |
| WONDERLAND MALL OF THE AMERICAS @ CROSSROADS . | ..4522 Fredericksburg |

***** Early Voting Will not be conducted on Saturday or Sunday or after 6:00 pm on weekdays.

subject to change

For more information contact the office of the Bexar County Elections Administrator, Jacquelyn F. Callanen, at (210) 335-VOTE (8683)

EARLY VOTING LOCATIONS
(SITIOS DE VOTACIÓN ANTICIPADA)
COMAL COUNTY, TEXAS
(el Condado de Comal, Texas)
2019 CONSTITUTIONAL AMENDMENT ELECTION
(ELECCIÓN DE ENMIENDAS CONSTITUCIONAL DE 2019 EN EL CONDADO DE COMAL, TEXAS)
November 5, 2019
(5 de noviembre de 2019)

Location, Dates, and Hours of Main Early Voting Polling Location
(Lugar, Fechas y Horas de los Centros Principales de Votación para la Votación Anticipada)

****MAIN LOCATION:** Comal County Elections Office
(los Centros Principales) 396 N. Seguin Ave.
New Braunfels, TX 78130

DATES and HOURS: October 21-25, 2019 8 a.m. to 5 p.m.
(Fechas y Horas) *(21-25 de octubre de 2019 – 8 a.m. to 5 p.m.)*
October 26, 2019 7 a.m. to 7 p.m.
(26 de octubre de 2019 – 7 a.m. to 7 p.m.)
October 28-30, 2019 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 7 a.m. to 7 p.m.
(21 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

**Emergency and Limited ballots available at this location only. (Boletas limitadas y de emergencia solamente están disponibles en esta caseta.)

Location, Dates, and Hours of Temporary Branch Early Voting Polling Locations
(Lugar, Fechas y Horas de las Sucursales de los Centros Temporal de Votación para la Votación Anticipada)

Bulverde/Spring Branch Library October 21-25, 2019 8 a.m. to 5 p.m.
131 Bulverde Crossing *(21-25 de octubre de 2019 – 8 a.m. to 5 p.m.)*
Bulverde Texas 78163 October 26, 2019 7 a.m. to 7 p.m.
(26 de octubre de 2019 – 7 a.m. to 7 p.m.)
October 28-30, 2019 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 7 a.m. to 7 p.m.
(21 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

Comal County Offices - October 21-25, 2019 8 a.m. to 5 p.m.
Goodwin Annex *(21-25 de octubre de 2019 – 8 a.m. to 5 p.m.)*
1297 Church Hill Drive October 26, 2019 7 a.m. to 7 p.m.
New Braunfels, Texas 78130 *(26 de octubre de 2019 – 7 a.m. to 7 p.m.)*
October 28-30, 2019 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 7 a.m. to 7 p.m.
(21 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

St. Francis by the Lake October 21-25, 2019 8 a.m. to 5 p.m.
Episcopal Church *(21-25 de octubre de 2019 – 8 a.m. to 5 p.m.)*
13250 FM 306 October 26, 2019 7 a.m. to 7 p.m.
Canyon Lake, Texas 78133 *(26 de octubre de 2019 – 7 a.m. to 7 p.m.)*
October 28-30, 2019 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 7 a.m. to 7 p.m.
(21 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

**Comal County Offices -
Bulverde Annex
30470 Cougar Bend
Bulverde, Texas 78163**

October 21-25, 2019 8 a.m. to 5 p.m.
(21-25 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 26, 2019 7 a.m. to 7 p.m.
(26 de octubre de 2019 – 7 a.m. to 7 p.m.)
October 28-30, 2019 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 7 a.m. to 7 p.m.
(21 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

**Garden Ridge City Hall
9400 Municipal Parkway
Garden Ridge, Texas 78266**

**Times unknown at this time
Dates known.**

Applications for Ballot by Mail shall be mailed to: (Las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a:) Bobbie Koepf, Early Voting Clerk, 396 N. Seguin Ave., New Braunfels, Texas 78130.

Applications for Ballots by Mail must be received no later than the close of business on October, 25, 2019. (Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio el 25 de octubre, 2019).

DRAFT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Bexar County Elections Administrator (“ADMINISTRATOR”), acting on behalf of Bexar County and any and all political subdivisions that are holding a Tuesday, November 5, 2019 Amendment, General, Special, Charter or Bond Election. This MOU is the planning document necessary for the preparation and implementation of the Joint Agreement as required pursuant to Texas Election Code Section 271.002(a). The following entities have made a verbal confirmation to the Joint Election: Bexar County, (“County”); San Antonio River Authority (“SARA”); the City of Alamo Heights (“COAH”); Converse (“COC”); City of Leon Valley (“COLV”); the City of Sandy Oaks (“COSO”) and the City of Schertz (“COS”); the City of Windcrest (“COW”); Emergency Service District #4 (“ESD#4”); the Town of Hollywood Park (“TOHP”); the Cibolo Creek Municipal Authority (“CCMA”); the Green Valley Special Utility District (“GVSUD”); the Schertz Cibolo Universal City ISD (“SCUCISD”) they may also be joined by other entities acting by and through their duly appointed and qualified representatives, for the November 5, 2019 election. Any entity that is able to cancel their election will assume no cost for the planning of this election upon receipt of the proper paperwork. All costs will then be divided according to the predetermined pro rata share agreed upon. Contracts will be executed following the deadline to cancel an election and distributed for signatures and deposits.

WHEREAS, County will conduct an amendment election on Tuesday, November 5, 2019; and

WHEREAS, SARA will conduct a general election on Tuesday, November 5, 2019; and

WHEREAS, COAH will conduct a special and bond election on Tuesday, November 5, 2019; and

WHEREAS, COC will conduct a general and charter election on Tuesday, November 5, 2019; and

WHEREAS, COLV will conduct a special election on Tuesday, November 5, 2019; and

WHEREAS, COSO will conduct a general election on Tuesday, November 5, 2019; and

WHEREAS, COS will conduct a general election on Tuesday, November 5, 2019; and

WHEREAS, COW will conduct a general and special election on Tuesday, November 5, 2019; and

WHEREAS, ESD #4 will conduct a special election on Tuesday, November 5, 2019; and

WHEREAS, TOHP will conduct a bond election on Tuesday, November 5, 2019; and

WHEREAS, CCMA will conduct a general election on Tuesday, November 5, 2019; and

WHEREAS, GVSUD will conduct a special election on Tuesday, November 5, 2019; and

WHEREAS, SCUCISD will conduct a general election on Tuesday, November 5, 2019; and

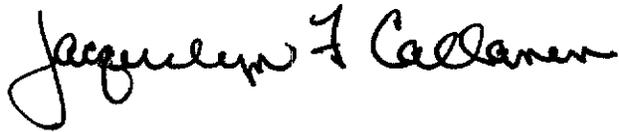
NOW THEREFORE, it is understood that the Entities will hold a joint election on November 5, 2019 (the Joint Election).

The undersigned Entities are the duly authorized representatives of their governing bodies, and their signatures represent acceptance of the terms and conditions of this Memorandum of Understanding for planning purposes.

This MOU may be executed in two or more counterparts. Together the counterparts shall be deemed an executed original instrument. The Entities may execute this MOU and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of executed counterparts by facsimile transmission shall be binding on the Entities. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

SIGNED and AGREED this _____ day of _____, 2019.

BEXAR COUNTY ELECTIONS ADMINISTRATOR



Jacquelyn F. Callanen

ENTITY

BY: _____

TITLE: _____

ITEMS AND ISSUES ON BALLOT: _____

THE STATE OF TEXAS }
 }
COUNTY OF GUADALUPE }



CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Guadalupe County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as “County,” and the City of Schertz, Texas, hereinafter referred to as “Political Subdivision,” pursuant to Texas Election Code Sections 31.092(a) for an election to be held on November 5, 2019, which lies partially in Guadalupe, Comal and Bexar Counties. Said election for the Political Subdivision lying in Guadalupe County and Comal County will be administered by Lisa Hayes, Elections Administrator, hereinafter referred to as “Elections Administrator”.

Said Political Subdivision is holding a General Election and/or Special Election, at their expense on November 5, 2019.

The County owns an electronic voting system, the Express Vote Universal Voting System for Early Voting, Election Day voting, and Early Voting by Mail, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County’s electronic voting system and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The Elections Administrator of Guadalupe County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. Political Subdivision agrees to pay Guadalupe County for equipment, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the administrator for the Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County’s electronic voting system and polling places, and it is agreed that Guadalupe County and the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall enter into a Joint Election Agreement and share a joint ballot on the

county's electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of the Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their election order and notice to the Elections Administrator. The Political Subdivision shall prepare a submission to the United States Department of Justice for preclearance of the election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended.

III. VOTING LOCATIONS

The Elections Administrator shall arrange for the use of all Election Day voting locations. Voting locations will be, whenever possible, the usual voting locations for Political Subdivision. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall arrange for the use of the two Comal County voting locations for the Political Subdivision.

If polling places are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the day before the election, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for election.

All obligations of the Elections Administrator contained in this contract with respect to polling locations shall be limited to the provision of polling locations located within the geographical boundaries of Guadalupe County, Texas. The Elections Administrator has agreed to contact the authority in Comal County to arrange for the use of Precincts 202 and 301 Election Day polling locations in Comal County.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Elections Administrator shall recommend election judges, alternate judges and clerks. Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him/her of their appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

- A. Each election judge and clerk will receive compensation at an hourly rate established by Guadalupe County pursuant to Texas Election Code Section 32.091. (The election judges are responsible for picking up election supplies at the time and place determined by EA (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$12.00 per hour and each clerk will receive \$10.00 per hour pending approval by the Guadalupe County Commissioners Court. If not approved by the Guadalupe County Commissioners Court, each election judge will receive \$10.00 an hour and each clerk will receive \$9.00 an hour. The election judge will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated regional drop off site. Election judges and clerks attending a training class on Election Law Procedures will receive a one-time stipend of \$20.00 for the completion of the course, dependent upon approval by the Guadalupe County Commissioners Court. If not approved by the Guadalupe County Commissioners Court, election judges and clerks attending training class will receive a one-time stipend of \$15.00 for attending class and working on Election Day.)

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. The Elections Administrator shall provide the necessary voter registration information, instructions, and other information needed for the election. If special maps are needed for a particular Political Subdivision, the Election Administrator will order the maps and pass that charge on to that particular Political Subdivision.

The Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in

which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by each of the participating authorities. Said list shall be provided to the Elections Administrator by the date set out in the published Election Calendar provided by the Secretary of State. The Political Subdivision shall perform the duties required for drawing for place on the ballot by candidates and provide candidate ballot position data to the Elections Administrator no later than one business day after drawing occurs. The Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County or Political Subdivision. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County or Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of County or Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision, unless considered a county employee as determined by the Guadalupe County Human Resources Department.

VI. EARLY VOTING

Political Subdivision agrees to appoint the Elections Administrator as the Early Voting Clerk. Political Subdivision also agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. Political Subdivision further agrees that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Guadalupe County pursuant to Section 83.052 of the Texas Election Code. Each early voting clerk will receive \$10.00 per hour pending approval by the Guadalupe County Commissioners Court. If not approved by the Guadalupe County Commissioners Court, each election judge will receive \$9.15 an hour. Early Voting by personal appearance will be held at the locations, dates, and times determined by Political Subdivision unless the Political Subdivision enters into a Joint Election Agreement with Guadalupe County. Any qualified voter of the Election may vote early by personal appearance at any one of the early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Elections Administrator shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Election. The Presiding Judge, with the assistance of the Elections Administrator, may appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Lisa Hayes
Tabulation Supervisor: Missy Doss
Presiding Judge: Lisa Hayes

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by Guadalupe County on behalf of Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XI. RECORDS OF THE ELECTION

The Contracting Officer is hereby appointed the custodian of voted ballots and election records and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections

Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XIII. MISCELLANEOUS PROVISIONS

The Elections Administrator shall file copies of this document with the Guadalupe County Treasurer and the Guadalupe County Auditor in accordance with Section 31.099 of the Texas Election Code.

In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

The parties agree that under the Constitution and laws of the State of Texas, neither Guadalupe County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Guadalupe County, Texas.

In the event of one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

1. It has on this _____ day of _____, 2019, been executed on behalf of Guadalupe County by the Elections Administrator pursuant to the Texas Election Code so authorizing; and

2. It has on this _____ day of _____, 2019, been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing.

GUADALUPE COUNTY, TEXAS

ATTEST:
City of Schertz, Texas:

By: _____
Lisa Hayes
Elections Administrator

By: _____
Presiding Officer/Authorized Representative

**JOINT ELECTION AGREEMENT AND ELECTION SERVICE CONTRACT
BETWEEN
GUADALUPE COUNTY, TEXAS
AND
CITY OF CIBOLO, CITY OF SCHERTZ, SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL
DISTRICT, GREEN VALLEY SPECIAL UTILITY DISTRICT, CIBOLO CREEK MUNICIPAL AUTHORITY,
CRYSTAL CLEAR SPECIAL UTILITY DISTRICT, GUADALUPE COUNTY GROUNDWATER
CONSERVATION DISTRICT, CITY OF NEW BERLIN, CITY OF KINGSBURY, and
CITY OF STAPLES**

**FOR THE CONDUCT OF A JOINT ELECTION TO BE HELD
TUESDAY, NOVEMBER 5, 2019**

This Joint Election Agreement and Election Service Contract is made this ____ day of _____, 2019, by and between Guadalupe County Elections Administrator, hereinafter referred to as "EA", and the City Of Cibolo, City Of Schertz, Schertz-Cibolo-Universal City Independent School District, Green Valley Special Utility District, Cibolo Creek Municipal Authority, Crystal Clear Special Utility District, Guadalupe County Groundwater Conservation District, City of New Berlin, City of Kingsbury, and the City of Staples, hereinafter referred to as "Participating Authorities".

WHEREAS, pursuant to Texas Election Code Section 271.002, governing bodies of political subdivisions may enter into an agreement to hold joint elections in election precincts that can be served by common polling places.

WHEREAS, the State and County General and Special Elections will be held on November 5, 2019, in 34 Countywide Polling Places (Vote Centers). Parties to this agreement serve voters within some of the same boundaries and it would be beneficial for them and the citizens and voters of their governing bodies to hold elections jointly.

NOW, THEREFORE, IT IS AGREED that a joint election will be by EA and the Participating Authorities under the following terms and conditions:

THIS AGREEMENT is subject to the written approval of all parties and shall not be binding on the parties until such written approval is obtained.

THIS AGREEMENT will require the EA to be appointed the Joint Early Voting Clerk.

THIS AGREEMENT will require the Participating Authorities to use joint ballots, when applicable.

THIS AGREEMENT requires the Participating Authorities to share costs associated with this Joint Election proportionally where polling places are shared by more than one entity.

THIS AGREEMENT requires the Participating Authorities to be responsible for ordering its own election and publishing notice of the elections separately. The cost to publish the notices will be the responsibility of each individual entity.

THIS AGREEMENT will require joint Early Voting and Election Day locations, dates, and times to be used by the Participating Authorities.

THIS AGREEMENT will require the EA to tabulate the precinct results and canvassing separately for each Participating Authority. The results will be delivered to each entity by email, facsimile or mail.

THIS AGREEMENT will require the EA to be responsible for the safekeeping of election records for this joint election.

THIS AGREEMENT will require the EA to be responsible for performing the following duties and to furnish the following services and equipment pursuant to the election services contract with Guadalupe County:

1. Recommend election judges, alternate judges and clerks.
2. Pay election judges and other election workers.
3. Procure and distribute all necessary election supplies.
4. Supply all necessary voting equipment; transport equipment to and from the polling locations, and prepare the voting equipment for use at the polling locations.
5. Issue Writs of Election to the election judges appointed.
6. Perform early voting clerk duties.
7. Publish the legal notice of the date, time and place of the electronic tabulating equipment test and conduct such test and provide copies to entities.
8. Arrange for the use of a central counting station and for the tabulating personnel needed at the counting station and assist in the preparation of programs and the test materials for tabulation of the ballots to be used with electronic voting equipment.
9. Assist in providing the general overall supervision of the election and will provide to the Canvassing Authority the prescribed election records and reports as required when a central counting station is used:
 - a. Canvassing Summary Report,
 - b. Accumulated totals Report of early voting and Election Day, and
 - c. Electronically submit results to the Secretary of State.
10. Voting System to be used:
 - a. ExpressVote Ballot Marking Device and DS200 Digital Ballot Scanner for In-Person Voting, Early and Election Day
 - b. ExpressTouch DRE for Curbside Voting, for In-person Voting, Early and Election Day
 - c. DS450 Ballot Digital Ballot Scanner for mail ballot tabulation at the Central Counting Station

GENERAL CONDITIONS

1. EARLY VOTING

- A. Lisa Hayes, Elections Administrator, will be appointed as early voting clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the main location and branch locations. The names of Early Voting Clerks may be obtained from the EA.
- B. Early voting by personal appearance will be conducted on weekdays beginning Monday, October 21, 2019, through Friday, October 25, 2019, between 8:00 a.m. and 5:00 p.m.; Saturday, October 26, 2019, between 7:00 am and 7:00 pm; Sunday, October 27, 2019 between 1:00 pm and 6:00 pm and continuing Monday, October 28, 2019, through Friday, November 1, 2019, between 7:00 am and 7:00 pm. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting polling place or the branch early voting polling places.
- C.

MAIN EARLY VOTING POLLING PLACE

GUADALUPE COUNTY ELECTIONS OFFICE

215 South Milam Street
Seguin, TX

BRANCH EARLY VOTING POLLING PLACES

CENTRAL TEXAS TECHNOLOGY CENTER

Room 118 Conference Room, 2189 FM 758
New Braunfels, TX

GRACE CHURCH OF NEW BRAUNFELS

3240 FM 725
New Braunfels, TX

NEW BERLIN CITY HALL

9180 FM 775
New Berlin, TX

SCHERTZ ELECTIONS OFFICE ANNEX

1101 Elbel Road
Schertz, TX

- D. All requests for early voting ballots by mail that are received by participating authority will be transported by runner on the day of receipt to the EA, 215 S. Milam St., Seguin, TX 78155, for processing. Persons voting by mail will send their voted ballots to EA.
- E. All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. EA will appoint members of the board and provide a list of members to the participating authority upon request. Participating authority agrees to appoint Sylvia Marmolejo as presiding judges of the early voting ballot board.

2. VOTING LOCATIONS

- A. Guadalupe County has been approved to use Vote Centers for the November 5, 2019 Election, allowing Guadalupe County registered voters to vote at any Guadalupe County Voting Location, regardless of the precinct in which they reside.

EA shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be the usual voting precincts in conducting county elections. The proposed locations are listed in **Attachment A** of this Agreement. In the event a voting location is not available, the EA will arrange for use of an alternate location and notify Participating Authorities.

3. JOINT ELECTION COSTS: PAYMENT

- A. Costs. Each Participating Authority remains responsible for all costs associated with their respective elections.
- B. Cancellation. In the event any of the parties to this Agreement cancel their election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, the remaining parties shall be responsible for their respective elections, including all associated costs. The canceling party(s) shall be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to that Participating Authority. In that event that a party cancels its election, the other parties shall continue to have access to the polling locations.
If an election is to be canceled by one of the parties, notice will be given to all parties within two (2) days of cancellation.

4. GENERAL PROVISIONS

- A. Communication: Throughout the term of this Agreement, the Participating Authorities will engage in ongoing communications concerning the conduct of the Joint Election and discuss and resolves any problems which might arise regarding the Joint Election.
- B. Effective Date: This Agreement takes effect upon the complete execution of this Agreement by all Participating Authorities.
- C. To the extent the geographical boundaries of the political subdivision extend into a county other than Guadalupe County, Texas, the obligations of the EA contained in this contract are contingent upon the political subdivision and/or the other county complying with all state or federal requirements for the establishment of polling locations. With respect to election services for the political subdivision provided by the EA relative to polling locations outside of Guadalupe County, Texas, the EA's obligations herein are limited strictly to providing election services for the political subdivision who is a signatory to this agreement.

5. RECORDS OF THE ELECTION

- A. Lisa Hayes, Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 217.010 of the Texas Election Code.
- B. Access to the election records will be available to participating authority as well as to the public in accordance with the Texas Public Information act, Chapter 552, Government Code, at the Elections Department, 215 S. Milam St., Seguin, TX, at any time during normal business hours.
- C. Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each participating authority, and in accordance with the provisions of Title 6, Subtitle C, Chapter 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, EA shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of the participating authority to bring to the attention of the EA any notice of any pending election contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- D. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, EA shall supply a written cost estimate for storage to requesting participant.

6. MISCELLANEOUS PROVISIONS

- A. Venue and Choice of Law: Participating Authorities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Guadalupe County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- B. Entire Agreement: This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersede all prior agreements, including prior election services contracts relating to each Participating Authority's November 5, 2019 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications

concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

- C. Severability: If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- D. Breach: In the event that any Participating Authority breaches any of its obligations under this Agreement, the non-breaching party(s) shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Authority is entitled under statutory or common law.
- E. Other Instruments: The Participating Authorities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- F. Mediation: When mediation is acceptable to all parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code, unless all parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act, whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.
- G. Amendment/Modification: Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of any Participating Authority has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Authority .
- H. Counterparts: This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

7. ELECTION JUDGES, CLERKS AND OTHER ELECTION WORKERS

- A. EA will be responsible for the appointment of the presiding judge and an alternate for each polling location. EA shall arrange for the training and compensation of all presiding judges and clerks. The names of Elections Judges may be obtained by contacting the EA.
- B. In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2010 census statistics, are required to have interpreter assistance. If a presiding judge is not bilingual and is unable to locate a bilingual clerk, EA may contact the participating authority who shall assist in locating a bilingual clerk.
- C. EA is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election

judges appointed for the joint election are eligible to serve. The presiding judge, with the Elections Office assistance, will be responsible for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.

- D. EA will hold training classes on the use of voting equipment and election laws during October 1st thru October 20th, 2019, at the Seguin Elections Office, 215 S. Milam Street, Seguin, TX. Additional training classes may be scheduled as needed. Election judges will be notified of additional training sessions. No election judges will be appointed unless he/she has attended an election judge training session taught by the Elections Office in the past eighteen (18) months.
- E. The election judges are responsible for picking up election supplies at the time and place determined by EA (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$12.00 per hour and each clerk will receive \$10.00 per hour pending approval by the Guadalupe County Commissioners Court. If not approved by the Guadalupe County Commissioners Court, each election judge will receive \$10.00 an hour and each clerk will receive \$9.00 an hour. The election judge will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated regional drop off site. Election judges and clerks attending a training class on Election Law Procedures will receive a one-time stipend of \$20.00 for the completion of the course, dependent upon approval by the Guadalupe County Commissioners Court. If not approved by the Guadalupe County Commissioners Court, election judges and clerks attending training class will receive a one-time stipend of \$15.00 for attending class and working on Election Day.
- F. EA will employ other personnel, if necessary, for the proper administration of the election, including such part-time help to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

8. SUPPLIES AND PRINTING

- A. EA will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.
- B. EA will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.
- C. Participating authorities shall furnish to EA a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and Spanish. The list will be delivered to EA as soon as possible after ballot positions have been determined by the participating authority. Participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and/or propositions.

9. RETURNS OF ELECTIONS

- A. EA will be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.
- B. Participating authority hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials.
- C.
- | | |
|-----------------------|--|
| Manager | Lisa Hayes Guadalupe County Elections Administrator |
| Tabulating Supervisor | Missy Doss Guadalupe County Assistant Elections Administrator |
| Presiding Judge | Lisa Hayes Guadalupe County Elections Administrator |
- D. The manager or representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals (where accessible). Participating authority, upon request, may require release of returns be given only at a specified location other than from the result center. Participating entity's that would like the Guadalupe County Elections Department's web-site linked to their website, must provide their web-site address to the Central County Station Manager.
- E. EA will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns and provisional ballots have been tabulated, but in no event later than eight (8) days after the election. Participating authority will be responsible for their official canvass of their respective elections.
- F. EA will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office. Each political subdivision must notify the Elections Office if waiver has been granted or denied twenty (20) days before the election.

10. ELECTION EXPENSES

- A. The participating authorities agree to share the costs of administering the November 5, 2019 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the participating authorities based on a ratio formula involving the total number of registered voters eligible to vote in the Joint Election and the number of registered voters belonging to the participating authorities for the Joint Election. The participating authorities will be responsible for their percentage of the cost or a minimum cost of \$500.00, whichever is greater. A sample of the estimated ratio is included in **Attachment B** of this Agreement and this percentage is subject to change based on total eligible registered voters for the election and the entities participating in the Joint Election. **The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.**

B. Any estimate of election costs is strictly an estimate. Final election expenses will be determined within 120 business days after the election. EA will provide each participating authority with a final invoice of expenses.

11. ELECTION REPORTS

EA will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each participating authority each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating authority. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

12. RUNOFF ELECTION

In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff. The EA will provide the designated entity in the runoff election with an estimate of cost to conduct participating authority's runoff.

13. NOTICE

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it was shown below:

If to the Elections Administrator:

Lisa Hayes
Guadalupe County Elections Administrator
215 S. Milam St.
Seguin, TX 78155
830-303-6363

If to the Participating Authority:

Brenda Dennis, City Secretary
City of Schertz, Texas
1400 Schertz Parkway
Schertz, TX 78154

14. This contract may be executed in multiple originals.

NOVEMBER 5, 2019 JOINT CONTRACT ACCEPTANCE AND APPROVAL

Recommended for approval by:

LISA HAYES
Guadalupe County Elections Administrator

ACCEPTED AND AGREED TO BY CITY OF SCHERTZ:

ATTEST:

GUADALUPE COUNTY

NOVEMBER 5, 2019
GENERAL AND SPECIAL ELECTIONS
Election Day Vote Center Locations
Polls Open from 7:00 a.m. to 7:00 p.m.

| | |
|-----|--|
| 1. | McQueeney Lions Club , 3211 FM 78, McQueeney |
| 2. | Vogel Elementary School , 16121 FM 725, Seguin |
| 3. | Remarkable Healthcare , 1339 Eastwood Dr., Seguin |
| 4. | Forest Hills Baptist Church , 8251 FM 1117, Seguin |
| 5. | Justice of the Peace Court, Pct 1 , 2405 E. US Hwy 90, Seguin |
| 6. | Kingsbury United Methodist Church , 7035 FM 2438, Kingsbury |
| 7. | Staples Baptist Church , 10020 FM 621, Staples |
| 8. | Maranatha Fellowship Hall , 2356 S. Hwy. 80, Luling |
| 9. | TLU Alumni Student Center, Conference Rooms A/B , 1109 University St., Seguin (Previously Jackson Park Student Activity Center) |
| 10. | Grace Church , 3240 FM 725, New Braunfels |
| 11. | McQueeney VFW Post 9213 , 275 Gallagher, McQueeney |
| 12. | Columbus Club of Seguin , 1015 S. Austin Street, Seguin |
| 13. | Our Lady of Guadalupe Church Annex , 730 N. Guadalupe St. Seguin |
| 14. | Westside Baptist Church , 1208 N. Vaughan St., Seguin |
| 15. | American Legion Hall , 618 E. Kingsbury, Seguin |
| 16. | Geronimo Community Center , 280 Navarro Dr, Geronimo |
| 17. | St. Joseph s Mission , 5093 Redwood Rd., San Marcos |
| 18. | The Silver Center , 510 E. Court St., Seguin |
| 19. | Central Texas Technology Center , Room 118 Conf. Room, 2189 FM 758, New Braunfels |
| 20. | Cross Church , 814 N. Bauer St. , Seguin (Previously the Former Seguin-Guadalupe County Library) |
| 21. | Santa Clara City Hall , 1653 N. Santa Clara Rd., Santa Clara |
| 22. | Marion Dolford Learning Center , 200 W. Schlather Lane, Cibolo |
| 23. | Schertz Elections Office , 1101 Elbel Rd., Schertz |
| 24. | Schertz United Methodist Church , 3460 Roy Richard Dr., Schertz |
| 25. | Selma City Hall , 9375 Corporate Dr., Selma |
| 26. | Crosspoint Fellowship Church , 2600 Roy Richard Drive, Schertz |
| 27. | Immaculate Conception Catholic Church , 212 N. Barnett St., Marion |
| 28. | Schertz Community Center , 1400 Schertz Parkway, Schertz |
| 29. | Mikulski Hall , 509 Schertz Pkwy., Schertz |
| 30. | Schertz Community Center North , 3501 Morning Dr., Cibolo |
| 31. | St. John's Lutheran Church , 606 S. Center St., Marion |
| 32. | New Berlin City Hall , 9180 FM 775, New Berlin |
| 33. | Klein Road Elementary School , 2620 W. Klein Road, New Braunfels |
| 34. | Cibolo Fire Station #2, 3864 Cibolo Valley Dr. , Cibolo (Previously Elaine Schlather Elementary School) |

November 5, 2019
Joint Election Estimated Entity Percentage

| Possible Participating Entity (Subject to change) | Registered Voters (using May 2019 voter registration totals) | Percentage of Registered Voters in relation to total |
|--|---|---|
| Guadalupe County | 100,426 | 37.58% |
| City of Schertz | 22,449 | 8.40% |
| City of Cibolo | 18,863 | 7.06% |
| City of Kingsbury | 201 | 0.08% |
| City of Staples | 171 | 0.06% |
| City of New Berlin | 573 | 0.21% |
| SCUC ISD | 43,389 | 16.24% |
| Green Valley SUD | 19,765 | 7.40% |
| Crystal Clear SUD | 5,424 | 2.03% |
| GCGCD | 11,635 | 4.35% |
| CCMA | 44,319 | 16.59% |
| Total | 267,215 | 100.00% |



CYNTHIA JAQUA
**COMAL COUNTY
ELECTIONS COORDINATOR**

396 N. Seguin Ave. • New Braunfels • Texas • 78130
(830) 221-1352 Fax: (830) 608-2013
e-mail: jaquac@co.comal.tx.us

July 2, 2019

CITY OF SCHERTZ
CONTRACT FOR ELECTION SERVICES
November 5, 2019 General Election

This contract for election services made by and between **City of Schertz** hereinafter called ENTITY and **Bobbie Koepp, Comal County Clerk**, hereinafter called CONTRACTING OFFICER is based on the following:

The ENTITY and CONTRACTING OFFICER have determined that it is in the public interest of the inhabitants of the ENTITY that the following contract be made and entered into for the purpose of having the CONTRACTING OFFICER furnish the ENTITY certain election services and equipment needed by the ENTITY for their November 5, 2019 General Election. Electronic voting equipment will be used, specifically the Hart DRE'S known as Verity Touch, Verity Access Touch, and Controller.

DUTIES AND SERVICES OF THE CONTRACTING OFFICER:

1. Bobbie Koepp, Comal County Clerk, shall be designated and agrees to act as the Election Administrator and the Early Voting Clerk for the election, and shall conduct early voting in person and by mail.
2. Forward all information to vendor (Hart) for the Coding and Audio files for Verity Touch, Verity Access Touch, and Controller
3. Advertise, prepare, and conduct the Logic and Accuracy Tests as required by State Law.
4. Conduct Early Voting for Ballot by Mail at main Early Voting location 396 N. Seguin, New Braunfels, Texas 78130.
5. Provide training on conducting an election, with Hart Verity Touch, Verity Access Touch, Controller, and Knowink Poll Pads for all Early Voting and Election Day workers.

6. Require HART to provide screen shot proofs for ENTITY's approval.
7. Procure and provide election supplies, including but not limited to the preparation, printing of ballots for Ballot by Mail requests, and distribution of sample ballots.
8. Prepare and provide adequate election equipment for the election (Hart Verity Touch, Verity Access Touch, Controller, and Knowink Poll Pads)
9. Prepare Early Voting and Election Day packets and supply bags for Early Voting and Election Day Polling Locations.
10. Provide the Official Registered Voter Lists for City of Schertz (Comal County Voters) for use on Knowink Poll Pad.
11. Deliver all voting equipment (Verity Touch, Verity Access Touch, Controller, and Knowink Poll Pads) and election supplies for Early Voting and Election Day to polling locations.
12. Ensure Election Judges return specified voting equipment and supplies from Early Voting after polls close on November 1, 2019.
13. Pick up all voting equipment (Verity Touch and Verity Access Touch) and election supplies for Early Voting and Election Day and return to Comal County Elections Office, 396 N. Seguin Ave., New Braunfels.
14. Ensure Election Judges return specified voting equipment and supplies from Election Day Polling Locations after polls close on November 5, 2019.
15. Recruit election judges and clerks for Early Voting and Election Day.
16. Election judges and clerks for Early Voting and Election Day will be compensated by CONTRACTING OFFICER and reimbursed by ENTITY.
17. Issue Writs of Election for election judges and notice of appointments to Presiding and Alternate Judges.
18. Procurement and payment of Early Voting Ballot Board personnel who will meet at the Comal County Elections Office, 396 N. Seguin Ave., New Braunfels, Texas 78130, on Election Day and other dates as prescribed by law to process Ballots by Mail and Provisional Ballots.
19. Set up the Central Accumulation Station and appoint personnel to tabulate the results of the Early and Election Day votes; provide Final Unofficial results for Canvass.
20. Provide overall administration and supervision of the election and advisory services.
21. Meet ADA requirements for the election, as the law relates to polling locations, voter assistance, and other ADA requirements, if any.

22. Reporting precinct results to the Secretary of State, if required.
23. Maintain election materials and paperwork in storage for the allotted time as prescribed by law.

DUTIES OF THE ENTITY:

1. Prepare all Election Orders and Notice of Election as required by law and prepare and publish the Notice of Election.
2. Provide the County Elections Office with ENTITY's ballot information, etc. ENTITY shall conduct its ballot position drawing on or about, _____, 2019, and send the CONTRACTING OFFICER the ballot order so that it may be forwarded for Coding and Audio to Hart. ENTITY will be responsible for approving the screen shot proofs from Hart.
3. ENTITY shall be responsible for any loss and/or physical damage to the equipment while it is in ENTITY's possession and control.
4. Only the actual expenses directly attributable to the Contract may be charged. (Section 31.100(b), Texas Election Code) The County Elections Officer will submit the actual costs for items contracted for pursuant to this Contract with the ENTITY as soon as all invoices are received from the vendors. The ENTITY agrees to pay costs of the election within ten (10) ENTITY workdays of receipt of the statement.

GENERAL PROVISIONS:

- A. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.
- B. **SEVERABILITY:** If a court of competent jurisdiction determines that any term of this contract is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby; and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
- C. **CHOICE OF LAW AND VENUE:** This agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.

D. RELATIONSHIP OF THE PARTIES: Each party to this contract, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

E. FORCE MAJEURE: In the event that CONTRACTING OFFICER shall be prevented from performing any of its obligations due under the terms of this contract by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto. CONTRACTING OFFICER shall be excused from such obligations beyond its control and undertakings set forth under the terms of this agreement.

DATED this the _____ day of _____, 2019

Mayor, City of Schertz

BOBBIE KOEPP
Comal County Clerk

SEE ATTACHED ESTIMATE OF EXPENSES

CITY COUNCIL MEMORANDUM

City Council Meeting: July 9, 2019
Department: Planning & Community Development
Subject: Ordinance No. 19-S-16 - Consideration and/or action regarding approval of an Ordinance authorizing a name change of Wiederstein Road to Cibolo Valley Drive for the portion of Wiederstein Road from Cibolo Valley Drive to the northbound frontage road of IH 35. (B. James/L. Woods/E. Delgado) *First Reading*

BACKGROUND

On May 28, 2019 City Council adopted Resolution 19-R-64 authorizing the City Manager to enter into an interlocal agreement with the City of Cibolo regarding cost sharing for improvements to Wiederstein Road. Within the resolution the draft interlocal agreement, Exhibit A, identifies a whereas clause that states "The City Council of the City of Schertz has indicated a willingness to change the name of Wiederstein Road from Cibolo Valley Drive to the northbound frontage road of Interstate Highway 35 in support of working in partnership with the City of Cibolo on areas of mutual interest and has approved Ordinance XX-X-19 changing the name" . Wiederstein Road is approximately 0.55 miles of roadway that extends north from Cibolo Valley Drive to IH 35 and serves as a thoroughfare for residents of both Schertz and Cibolo.

This request to change the street name along this portion of right-of-way from the existing Wiederstein Road to the proposed Cibolo Valley Drive will provide consistent street naming along the existing right-of-way, assist with delivery of goods and services to the areas from IH 35, fulfill the terms of the proposed interlocal agreement associated with Resolution 19-R-64 and aid in area public safety issues. No residential or commercial properties are addressed along the existing Wiederstein Road in either Schertz or Cibolo.

Twenty eight (28) public hearing notices were mailed to property owners adjacent to the portion of Wiederstein Road on June 14, 2019, advising them of the proposed street name change. At the time of this staff report two (2) responses have been received both in favor of the request. Staff has not received opposed to or neutral to responses as of the time of this report.

GOAL

To change the street name of Wiederstein Road to Cibolo Valley Drive for the portion of Wiederstein Road from Cibolo Valley Drive to the frontage road of IH 35.

COMMUNITY BENEFIT

The function of Municipal Street naming and addressing is to enable people to locate properties readily, ensure delivery of goods and services and importantly aid in public safety issues. Changing the street name of Wiederstein Road to Cibolo Valley Drive will provide consistent street naming along the existing right-of-way, and assist with delivery of goods, fulfill the terms of the interlocal agreement with the City of Cibolo, and assist with the confusion associated with the various Wiederstein Roads in the area for emergency service calls.

SUMMARY OF RECOMMENDED ACTION

In reviewing the proposed street name change the Planning Division consulted with the Police Department, Fire Department, and EMS, all the City of Schertz emergency service departments who provided written communication of no objection to the proposed change. Additionally, emergency services indicating that the proposed change made sense and could reduce confusion in terms of which Wiederstein Road an emergency call is associated with. Additionally, Planning staff consulted with the City of Schertz GIS Department which provided a response of no objection to the name change with respect to addressing. Additionally, the Director of Data Integrity with the Bexar Metro 9-1-1 Network provided that Bexar Metro was in favor of the proposed change and had no objections to the road name to avoid confusion. By receiving no objections from City of Schertz emergency services, GIS, and Bexar Metro it appears that the proposed street name is appropriate to aid in emergency assistance. In addition to the adoption of Resolution 19-R-64 by the City Council stating a willingness to change the street name, staff recommends approval of the street name change.

FISCAL IMPACT

There should be minimal fiscal impact to the City of Schertz. The only fiscal impact would be associated with changing the street signs.

RECOMMENDATION

Changing the name of this portion of Wiederstein Road to Cibolo Valley Drive will not have a negative impact on the surrounding area, staff recommends approval of the street name change as presented.

At the June 26, 2019 Planning and Zoning Commission a recommendation of approval of the street name change was provided by a 6-1 vote, with Commissioner Greenwald providing the nay.

Attachments

Ordinance 19-S-16

Ord. 19-S-16 Exhibit A / Street Name Change Exhibit

Notification Map

Public Hearing Responses

Resolution 19-R-64

City Department Responses

Bexar Metro Responses

ORDINANCE NO. 19-S-16

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO CHANGE THE STREET NAME OF WIEDERSTEIN ROAD TO CIBOLO VALLEY DRIVE FOR THE PORTION OF WIEDERSTEIN ROAD FROM CIBOLO VALLEY DRIVE TO THE FRONTAGE ROAD OF IH 35.

WHEREAS, an application to change the street name of Wiederstein Road to Cibolo Valley Drive beginning at the intersection of Cibolo Valley Drive, Old Wiederstein Road, and Wiederstein Road extending north, approximately 2,900 feet to the IH 35 frontage road as shown in the Exhibit A, attached herein; and

WHEREAS, the functions of municipal street naming and addressing is to enable people to locate properties readily, ensure delivery of goods and services and importantly aid in public safety issues; and

WHEREAS, the Schertz Police Department, Schertz Fire Department, Schertz Emergency Services and Bexar Metro 911 were consulted on the name change; and

WHEREAS, on June 14, 2019 property owners adjacent to the street were sent notices advising them of the proposed street name change and scheduled public hearings; and

WHEREAS, on June 26, 2019, the Planning and Zoning Commission conducted a public hearing and, after considering the guidelines, hereby makes a recommendation of approval of the street name change; and

WHEREAS, on July 9, 2019 the City Council conducted after considering the guidelines and recommendation by the Planning and Zoning Commission, determined that the requested street name change be approved as provided for herein.

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

Section 1. 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 2. 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 3. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 4. 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 5. 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 6. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 7. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

Approved on first reading the 9th day of July, 2019.

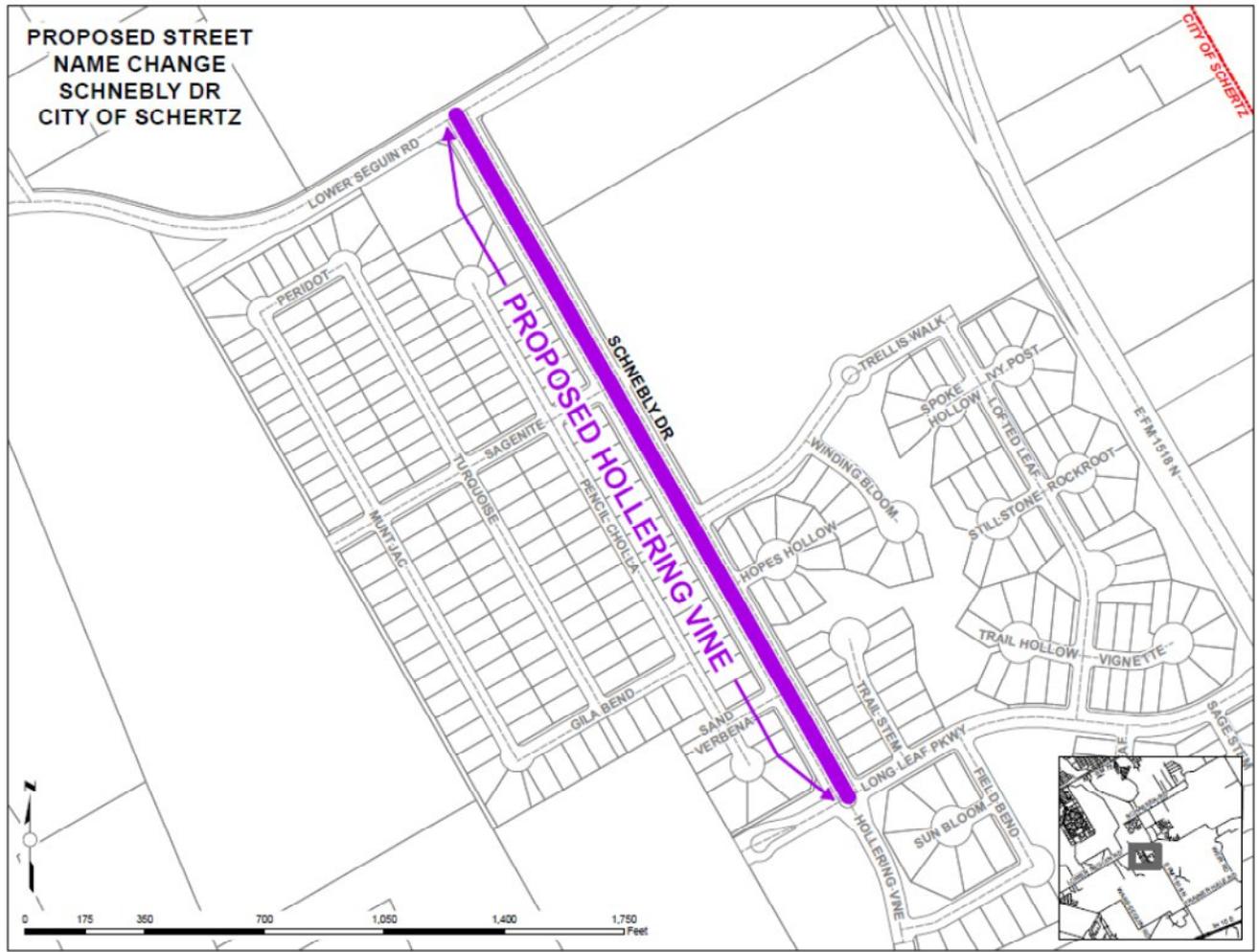
PASSED, APPROVED AND ADOPTED on final reading the 23rd day of July, 2019.

Michael R. Carpenter, Mayor

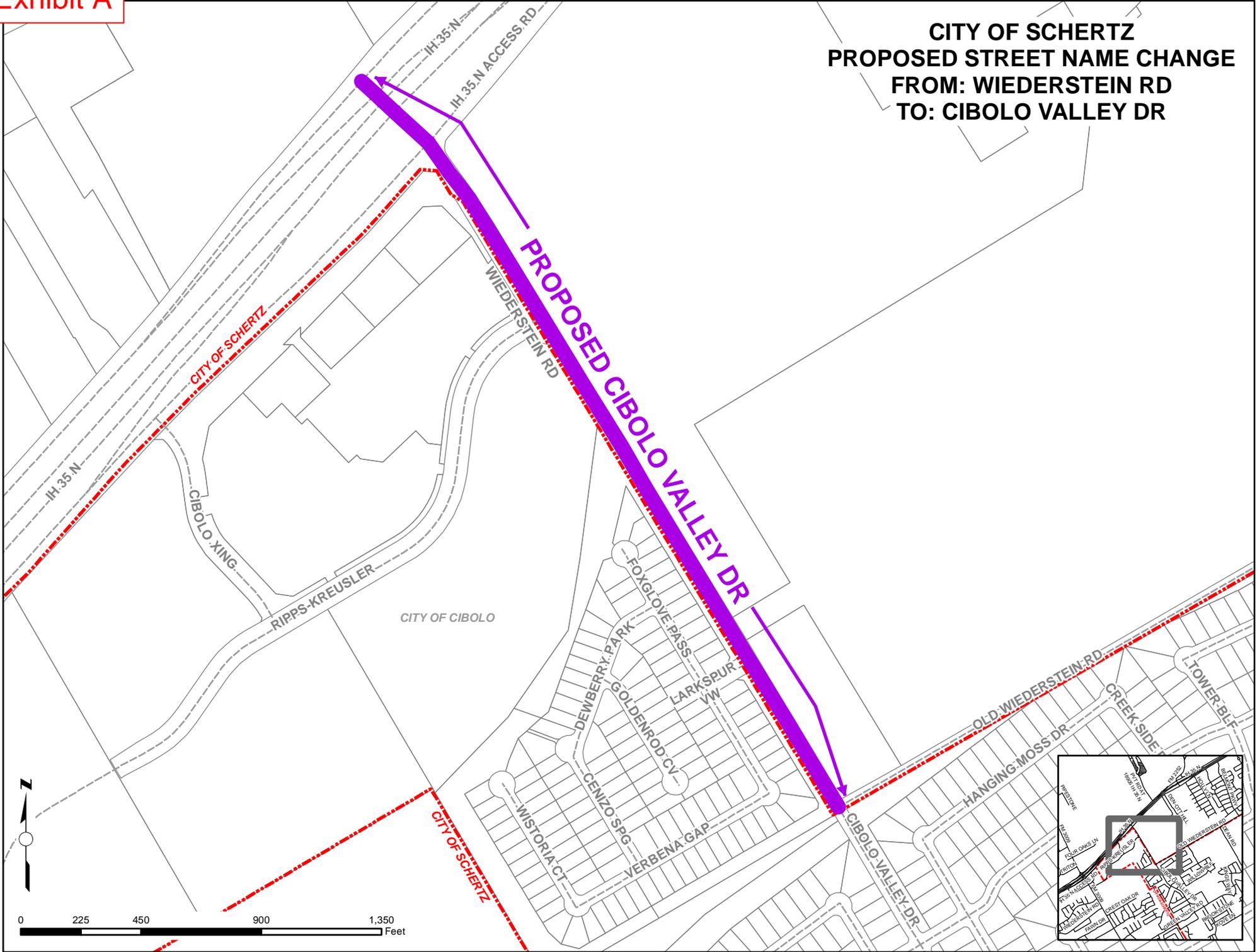
ATTEST:

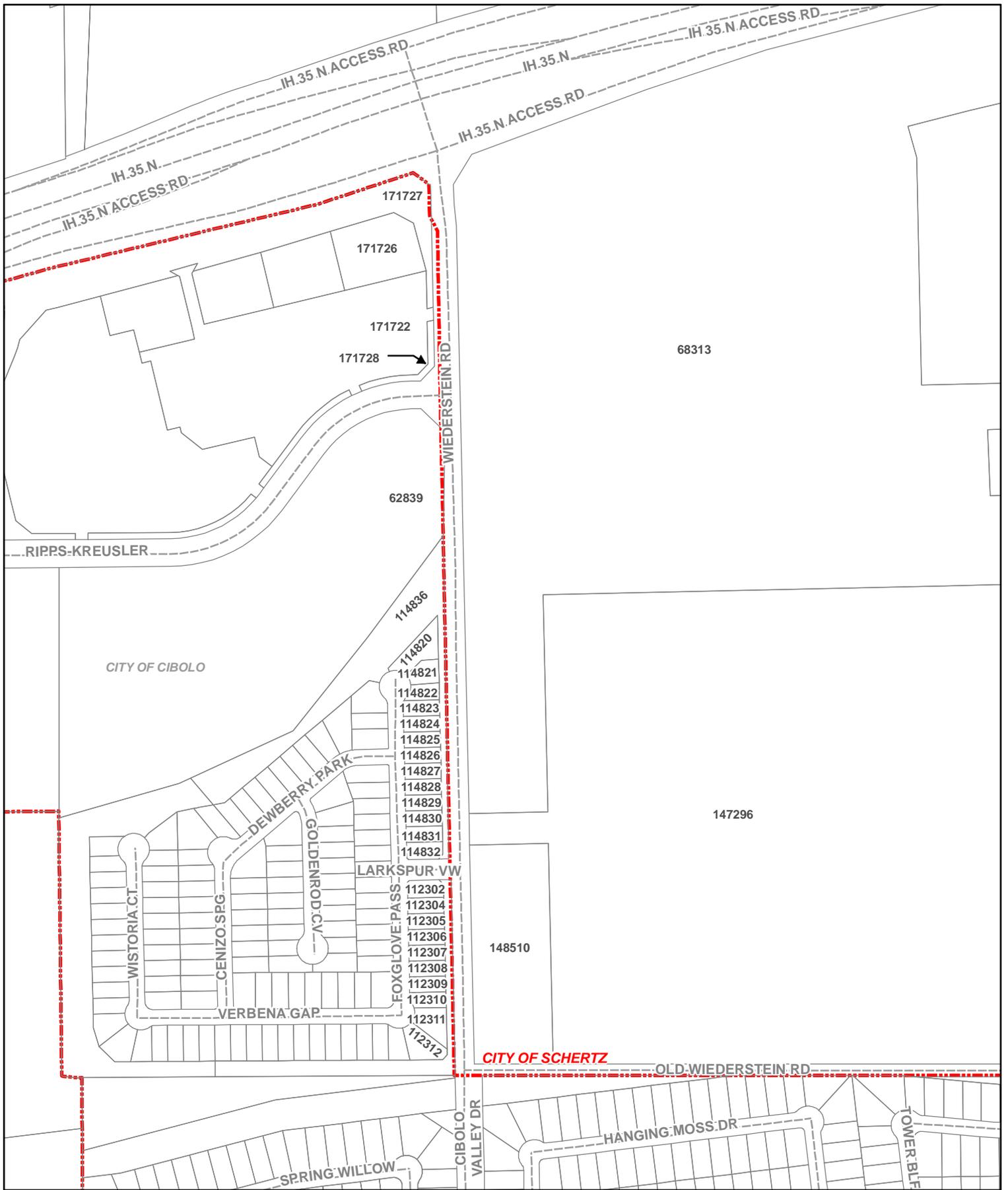
Brenda Dennis, City Secretary
(SEAL OF THE CITY)

Exhibit A



**CITY OF SCHERTZ
PROPOSED STREET NAME CHANGE
FROM: WIEDERSTEIN RD
TO: CIBOLO VALLEY DR**





The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall The City of Schertz be liable for any special, indirect or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be made and information may be added to the information herein. The City of Schertz may make improvements and/or changes in the products described herein at any time.

NOTICE OF PUBLIC HEARING

June 14, 2019

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on Wednesday, June 26, 2019 at 6:00 p.m. The City Council will conduct a public hearing, discuss and consider first reading of the ordinance on Tuesday, July 9, 2019 at 6:00 p.m. Both public hearings will be held in the at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider the following item:

ZC2019-005 – Hold a public hearing, consider and act upon a request to change the street name of Wiederstein Road to Cibolo Valley Drive for the portion of Wiederstein Road from Cibolo Valley Drive to the northbound frontage road of IH 35.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. This form is used to calculate the percentage of landowners that support and oppose the request. You may return the reply form below prior to the first public hearing date by mail or personal delivery to Emily Delgado, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail edelgado@schertz.com. If you have any questions please feel free to call Emily Delgado, Planner directly at (210) 619-1784.

Sincerely, Emily Delgado, Planner

Reply Form

I am: in favor of [checked] opposed to [] neutral to [] the request for ZC2019-005

COMMENTS: THE CITY OF CIBOLO GENUINELY SUPPORTS THIS AS SHOWN WITHIN THE RECENTLY EXECUTED ILA

NAME: LISA GONZALEZ SIGNATURE [Signature]

STREET ADDRESS: 200 S. MAIN ST., CIBOLO, TX 78108

DATE: 6/20/19

NOTICE OF PUBLIC HEARING

June 14, 2019

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on Wednesday, June 26, 2019 at 6:00 p.m. The City Council will conduct a public hearing, discuss and consider first reading of the ordinance on Tuesday, July 9, 2019 at 6:00 p.m. Both public hearings will be held in the at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider the following item:

ZC2019-005 – Hold a public hearing, consider and act upon a request to change the street name of Wiederstein Road to Cibolo Valley Drive for the portion of Wiederstein Road from Cibolo Valley Drive to the northbound frontage road of IH 35.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. This form is used to calculate the percentage of landowners that support and oppose the request. You may return the reply form below prior to the first public hearing date by mail or personal delivery to Emily Delgado, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail edelgado@schertz.com. If you have any questions please feel free to call Emily Delgado, Planner directly at (210) 619-1784.

Sincerely,

Emily Delgado

Emily Delgado
Planner

Reply Form

I am: in favor of [checked] opposed to [] neutral to [] the request for ZC2019-005

COMMENTS:

NAME: Marlon J. Garza SIGNATURE [Signature]
(PLEASE PRINT)

STREET ADDRESS: 153 Foxglove Pass

DATE: 6-17-2019



Emily Delgado

From: Sharon Nichol-Jost, ENP <sharon@bexarmetro.org>
Sent: Wednesday, June 19, 2019 11:06 AM
To: Tony McFalls; Cory Brandenburg, ENP
Cc: Bill Gardner; Emily Delgado; GIS - Data Integrity Department
Subject: RE: Wiederstein Road Street Name Change Proposal- Emergency Services Opinion Requested

Tony,

Thank you for the opportunity to comment on the proposed street name change. The Bexar Metro staff in the Data Integrity department are in agreement with the proposed street name change of WIEDERSTEIN RD to CIBOLO VALLEY DR as it extends from IH 35 N to OLD WIEDERSTEIN RD. We feel aligning the street name with the existing section of CIBOLO VALLEY DR will eliminate confusion and allow for a contiguous road name. It would also eliminate any confusion should there be duplicate address ranges on the various sections of WIEDERSTEIN roads mentioned below.

The renaming will also eliminate possible confusion with emergency service providers as well as delivery services. Within our district, 86% of our 9-1-1 calls are from wireless telephones. Without a proper Phase II wireless location, should a wireless 9-1-1 caller state their location as "I'm on WIEDERSTEIN", it could present a challenging situation for the 9-1-1 call taker to determine, if the caller is on:

WIEDERSTEIN RD in Cibolo
WIEDERSTEIN RD in Schertz
WIEDERSTEIN RD in Selma
WIEDERSTEIN ST in Cibolo or
OLD WIEDERSTEIN RD in Cibolo

As stated, we are in favor of the change and have no objections to aligning the road name to avoid confusion. Please let us know when the final action has been taken so we can update our map and databases accordingly. Thank you again.

Sharon Nichol-Jost, ENP
Director, Data Integrity

Bexar Metro 9-1-1 Network
911 Saddletree Ct
San Antonio, Texas 78231-1523

Office Direct 210-408-3941
District Office 210-408-3911
Fax 210-408-3912

From: Tony McFalls <AMcFalls@schertz.com>
Sent: Friday, June 14, 2019 2:24 PM
To: Sharon Nichol-Jost, ENP <sharon@bexarmetro.org>; Cory Brandenburg, ENP <coryb@bexarmetro.org>
Cc: Bill Gardner <BGardner@schertz.com>; Emily Delgado <EDelgado@schertz.com>
Subject: Fw: Wiederstein Road Street Name Change Proposal- Emergency Services Opinion Requested

RESOLUTION NO. 19-R-64

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF CIBOLO REGARDING COST SHARING FOR IMPROVEMENTS TO WIEDERSTEIN ROAD.

WHEREAS, the City of Schertz and the City of Cibolo desire to work together to make improvements to Wiederstein Road; and

WHEREAS, Wiederstein Road serves the transportation needs of both communities; and

WHEREAS, development activity that is occurring in the vicinity will only add additional traffic to Wiederstein Road; and

WHEREAS, future construction to FM 1103 and Interstate Highway 35 will likely increase the amount of traffic on Wiederstein Road; 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 enter into the Interlocal Agreement for the improvement of Wiederstein Road with the City of Cibolo as set forth in Exhibit A.

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

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

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

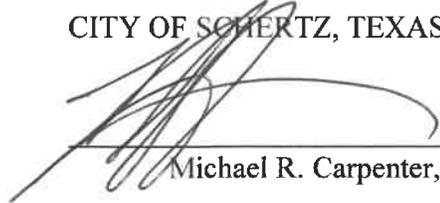
Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares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

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

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

PASSED AND ADOPTED, this 28th day of May, 2019.

CITY OF SCHERTZ, TEXAS



Michael R. Carpenter, Mayor

ATTEST:



Brenda Dennis, City Secretary



EXHIBIT A

Attached

THE STATE OF TEXAS § INTERLOCAL AGREEMENT BETWEEN
§ THE CITY OF SCHERTZ AND THE
§ CITY OF CIBOLO
COUNTY OF GUADALUPE §

PREAMBLE:

The Parties to this Agreement (“Agreement”) are the City of Cibolo and the City of Schertz (collectively referred to as the “Parties”). The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791, under the specific authority of §791.026 and Texas Education Code §44.031(a)(5). This Agreement is made for the purpose of efficient and effective use of resources and is in the best economic interests of the Parties. The City of Cibolo and the City of Schertz are political subdivisions of the State of Texas.

RECITALS

WHEREAS, the Parties have identified certain common, legitimate public purposes in entering into this Agreement; and

WHEREAS, the governing bodies of the City of Cibolo and the City of Schertz each met in legally convened open meetings and authorized their respective representatives to enter into this Agreement; and

WHEREAS, the Parties intend to enter into a new agreement whereby the City of Cibolo will construct or cause to be constructed Wiederstein Road generally from Cibolo Valley Drive through the intersection of the northbound frontage road of Interstate Highway 35, the full right-of-way which is located in the corporate boundaries of Cibolo and Schertz, as shown on Exhibit “A” and the City of Schertz contribute funds toward that construction; and

WHEREAS, the City of Schertz desires to provide up to \$1,300,000 towards the cost of the construction; and

WHEREAS, the City Council of the City of Schertz has indicated a willingness to change the name of Wiederstein Road from Cibolo Valley Drive to the northbound frontage road of Interstate Highway 35 in support of working in partnership with the City of Cibolo on areas of mutual interest and has approved Ordinance XX-X-19 changing the name; and

WHEREAS, the City of Cibolo and City of Schertz desire to make additional roadway improvements to the intersections of both the north and south bound frontage road of Interstate Highway 35 and Wiederstein Road; and

WHEREAS, the City of Cibolo and the City of Schertz will each contribute an additional \$500,000 towards the cost of improving the bridge at Interstate 35 @ Wiederstein Road to

include the feeder road intersections to their full anticipated design, including traffic signalization; and

WHEREAS, the Texas Department of Transportation (TxDOT) controls the right-of-way of the intersection of the frontage roads of Interstate Highway 35 and Wiederstein Road, and their approval is required to make improvements to the intersections, both cities will petition and support request to TxDOT for approval and additional funding contributions to make intersection improvements.

NOW THEREFORE, the Parties, for and in consideration of the covenants and agreements herein set forth to be kept and performed by them respectively, have agreed to and do hereby agree together as follows:

I. DEFINITIONS

A. "Breach" occurs when any of the Parties fails or refuses to perform one or more of the duties set forth in this Agreement.

B. "Force Majeure" means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, and lockouts.

C. "Notice" occurs upon written communication by one party to the other as specifically defined in this Agreement. Notice to the Parties is satisfied by written communication to the address designated in Paragraph 6.

D. Use of the singular shall include the plural, and vice versa, where the usage permits reasonable construction of this Agreement.

II. TERM OF AGREEMENT

The term of this Agreement will begin June 1, 2019. The term of this Agreement will end in eighteen months or less unless extended or terminated before that time as provided in this Agreement.

III. MUTUAL PROMISES AND COVENANTS OF THE PARTIES

The Parties, in consideration of the mutual promises and covenants contained in this Agreement, agree as follows:

A. The recitals set out in the preamble are hereby incorporated herein, for all purposes.

B. The City of Cibolo shall construct or cause to be constructed, roadway, traffic signals and associated improvements more particularly shown on the "Construction Plans" approved on (Month, Year) by the City of Schertz for improvement to Wiederstein Road between Interstate 35 to Old Wiederstein Road (approximately 3,100 feet) the "Project".

C. Construction Plans for the Project shall be prepared by or caused to be prepared by the City of Cibolo using the design standards of the City of Schertz. The plans shall be submitted to the City of Schertz for review and approval By July 1, 2019. The City of Schertz will have thirty (30) days to review and submit comments back to the City of Cibolo. Revisions to comments from the City of Schertz shall be resubmitted within 30 days.

D. The improvements shall be built and completed in accordance with the City of Schertz design standards within eighteen months, unless extended by force majeure, of the approval of the construction plans by the City of Schertz.

E. The City of Cibolo shall procure or cause to be procured, a construction company to construct the Project. The City of Schertz shall provide inspections throughout the project to insure the Project is being constructed in accordance with the approved plans. Changes made in the plans during construction shall be approved by both Cities.

F. The cost of the Wiederstein Road improvements are estimated to be Four Million Eight Hundred Twenty Five Thousand Dollars (\$4,825,000) (the "cost estimate"), as more particularly shown on Exhibit "B" attached hereto and made a part hereof for all purposes.

G. The City of Schertz shall provide a surety in a form agreeable to the City of Cibolo in the amount of One Million Three Hundred Thousand (\$1,300,000) for the City of Schertz's contribution to the cost of construction of Wiederstein Road to be paid upon completion and acceptance of the Wiederstein Road Improvements by the City of Schertz. Upon the completion of the Wiederstein Road Improvements and acceptance by the City of Schertz, the City of Schertz shall be responsible for all maintenance of the Wiederstein Road Improvements.

H. The cost of improvements are subject to review by the City of Schertz and shall be standard reasonable costs.

I. The City of Cibolo will provide monthly updates on the status of construction of the Wiederstein Road Improvements and shall meet the schedule attached as Exhibit "C". Should the City of Cibolo fail to meet the construction schedule in Exhibit "C", they are considered to be in default of the agreement. The City of Cibolo will have Sixty (60) working days to address the default. The City of Schertz shall have the right, but not the obligation, to assume responsibility for the construction of Wiederstein Road. If the City of Schertz provide notice of default, within Sixty (60) days, the City of Cibolo shall provide the balance of funding for the Wiederstein Road Construction to the City of Schertz to be used to complete the construction.

J. The City of Schertz and the City of Cibolo agree to approach TxDOT with an offer of providing Five Hundred Thousand Dollars (\$500,000) from each City to be used to

design and construct improvements to the intersections of both the north and south bound frontage roads of Interstate Highway 35 and Wiederstein Road. If the Cities cannot reach agreement from TxDOT by December 31, 2019, the cities are no longer obligated to commit funds for the intersection of both the north and south bound frontage roads of Interstate Highway 35 and Wiederstein Road per this section.

IV. MISCELLANEOUS

A. Notice and Addresses. All notices required hereunder must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

To City of Schertz: City of Schertz, Texas
Attn: Dr. Mark Browne, City Manager
1400 Schertz Parkway
Schertz, TX 78154

With a copy to: City of Cibolo, Texas
Attn: Robert T. Herrera, City Manager
200 S. Main Street
Cibolo, TX 78108

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

For ease of administration of this contract, a main contact person has been designated for each of the Parties as follows:

For the City of Cibolo: Robert T. Herrera, City Manager
For the City of Schertz: Mark Browne, City Manager

B. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties of this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

C. Prior Agreement Superseded. This Agreement constitutes the sole and only agreement of the Parties regarding their responsibilities to each other concerning the work noted herein on the Project and supersedes any prior understandings or written or oral agreements between the Parties respecting the Project. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Project.

D. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.

E. Hold Harmless. The City of Cibolo will hold the City of Schertz harmless from any claims contemplated by this Agreement (e.g., contract claims between the City and any contractors and/or injury or property damage claims) to the extent permitted by Texas law. The City of Cibolo is solely responsible and liable for ensuring all requirements for procurement and bidding are followed.

F. Violation of Law. The City of Cibolo and the City of Schertz shall not knowingly violate any Federal, State or local laws, regulations, or ordinances in the performance of this Agreement.

G. Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provision shall be fully enforceable. The City of Cibolo will provide or cause to be provided a surety in a form agreeable to the City of Schertz in the amount of Three Million Five Hundred Twenty Five Thousand (\$3,525,000) that can be used by the City of Schertz to construct the Project in the event of a default by the City of Cibolo per Section I.

H. Governing Law and Place for Performance. This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue, and place of jurisdiction shall also be the County of Guadalupe and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise, and negotiate the terms of this Agreement and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.

I. Exhibits Incorporated. All exhibits to this Agreement are incorporated by reference as if completely set out herein.

J. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City of Cibolo and the City of Schertz, respectively.

K. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunities from suit or liability enjoyed by the City of Cibolo, the City of Schertz, their past or present officers, employees, or agents of employees.

L. No Third Party Beneficiary. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

M. No Joint Venture. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto.

N. Approval by Governing Bodies. This Agreement has been approved by the Governing bodies of the City of Cibolo and the City of Schertz.

O. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

P. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 2019

CITY OF CIBOLO

By: _____
Robert T. Herrera, City Manager

ATTEST:

By: _____
Peggy Cimics, City Secretary

CITY OF SCHERTZ

By: _____
Mark Browne, City Manager

ATTEST:

By: _____
Brenda Dennis, City Secretary

Emily Delgado

From: Kade Long
Sent: Friday, June 14, 2019 2:27 PM
To: Emily Delgado
Cc: Nick Kopyay
Subject: RE: Wiederstein Road Street Name Change Proposal- Emergency Services Opinion Requested

I have no objections to the name change.
Thanks,
K Long

Emily Delgado

From: Jason M. Mabbitt
Sent: Monday, June 17, 2019 11:09 AM
To: Emily Delgado
Cc: Nick Kopyay
Subject: RE: Wiederstein Road Street Name Change Proposal- Emergency Services Opinion Requested

EMS has no issues with the name change – makes since.

Jason

Emily Delgado

From: Marc Bane
Sent: Thursday, June 20, 2019 3:07 PM
To: Emily Delgado
Cc: Michael R. Hansen
Subject: FW: Wiederstein Road Street Name Change Proposal- Emergency Services Opinion Requested

Attachments: 19-R-64 Interlocal Agreement with Cibolo - Wiederstein Rd. improvements.pdf; ATT00001.htm; WiedersteinRd_StreetName_Change_Proposal_20190610.pdf; ATT00002.htm

We have no objections. Thank you

Marc Bane

Assistant Chief of Police

Schertz Police Department

Emily Delgado

From: Tony McFalls
Sent: Friday, June 14, 2019 3:17 PM
To: Emily Delgado
Subject: Proposed Street Name Change - Wiederstein Road to Cibolo Valley Drive

The GIS Department has no objections to the proposed street name change of WIEDERSTEIN RD (5100 - 5600) to CIBOLO VALLEY DR (5100 - 5600).

Tony

Tony McFalls
GIS Coordinator
City of Schertz
1400 Schertz Pkwy, Bldg. 1
Schertz, TX 78154

Emily Delgado

From: Sharon Nichol-Jost, ENP <sharon@bexarmetro.org>
Sent: Wednesday, June 19, 2019 11:06 AM
To: Tony McFalls; Cory Brandenburg, ENP
Cc: Bill Gardner; Emily Delgado; GIS - Data Integrity Department
Subject: RE: Wiederstein Road Street Name Change Proposal- Emergency Services Opinion Requested

Tony,

Thank you for the opportunity to comment on the proposed street name change. The Bexar Metro staff in the Data Integrity department are in agreement with the proposed street name change of WIEDERSTEIN RD to CIBOLO VALLEY DR as it extends from IH 35 N to OLD WIEDERSTEIN RD. We feel aligning the street name with the existing section of CIBOLO VALLEY DR will eliminate confusion and allow for a contiguous road name. It would also eliminate any confusion should there be duplicate address ranges on the various sections of WIEDERSTEIN roads mentioned below.

The renaming will also eliminate possible confusion with emergency service providers as well as delivery services. Within our district, 86% of our 9-1-1 calls are from wireless telephones. Without a proper Phase II wireless location, should a wireless 9-1-1 caller state their location as "I'm on WIEDERSTEIN", it could present a challenging situation for the 9-1-1 call taker to determine, if the caller is on:

WIEDERSTEIN RD in Cibolo
WIEDERSTEIN RD in Schertz
WIEDERSTEIN RD in Selma
WIEDERSTEIN ST in Cibolo or
OLD WIEDERSTEIN RD in Cibolo

As stated, we are in favor of the change and have no objections to aligning the road name to avoid confusion. Please let us know when the final action has been taken so we can update our map and databases accordingly. Thank you again.

Sharon Nichol-Jost, ENP
Director, Data Integrity

Bexar Metro 9-1-1 Network
911 Saddletree Ct
San Antonio, Texas 78231-1523

Office Direct 210-408-3941
District Office 210-408-3911
Fax 210-408-3912

From: Tony McFalls <AMcFalls@schertz.com>
Sent: Friday, June 14, 2019 2:24 PM
To: Sharon Nichol-Jost, ENP <sharon@bexarmetro.org>; Cory Brandenburg, ENP <coryb@bexarmetro.org>
Cc: Bill Gardner <BGardner@schertz.com>; Emily Delgado <EDelgado@schertz.com>
Subject: Fw: Wiederstein Road Street Name Change Proposal- Emergency Services Opinion Requested

CITY COUNCIL MEMORANDUM

City Council Meeting: July 9, 2019

Department: Engineering

Subject: Resolution No. 19-R-83 – Conduct a public hearing and consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the implementation of the Stormwater Management Plan and approving the Notice of Intent for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4) under the Texas Pollutant Discharge Elimination System Phase II MS4 General Permit (TXR040000) for the City and other matters in connection therewith. (B. James/K. Woodlee)

BACKGROUND

The Federal Water Pollution Control Act was passed in 1972. After the law was amended in 1977, it became commonly known as the Clean Water Act. The Clean Water Act (The Act) established the structure for federal regulation of pollutant discharges into the waters of the United States, authorized the Environmental Protection Agency (EPA) to implement pollution control program, extended the requirements to establish standards or surface water contaminants, and made it unlawful to discharge unpermitted point source pollutants into navigable water. The Act also established funding for construction of sewage treatment plants and promoted planning to address non-point source pollution. In order to reduce stormwater pollution, amendments were made to the Clean Water Act in 1987, requiring stormwater discharges to be permitted in two phases.

Phase 1 applied, among other things, to large cities with separate stormwater sewer systems. The regulations required these cities to obtain National Pollutant Discharge Elimination System (NPDES) permits. The permit process imposed controls on the cities to reduce pollution in stormwater discharges.

Phase 2 applies to smaller cities. In 1990, the EPA issued final regulations for Phase 2. The Texas Commission on Environmental Quality (TCEQ) issued the Texas Pollutants Discharge Elimination System (TPDES) General Permit Number TXR040000 (General Permit) for Phase 2 Stormwater on August 13, 2007 in order to create a mechanism for non-Phase 1 Texas cities with populations of over 1,000 to come into compliance with the federal regulations.

On January 24, 2019, TCEQ issued a revision to the General Permit TXR040000. With the new General Permit all Small MS4s are defined by levels based on the population served in and Urban Area (UA) according to the 2010 decennial census. Schertz' population was 31,465 defining the community as a Level 2 Small MS4.

The process of applying for coverage under and maintaining conformance to the General Permit begins with submitting two documents to the TCEQ. The first document is a form provided by the TCEQ, called a Notice of Intent (NOI). The second document is the Stormwater Management Plan (SWMP).

The City must maintain records on the SWMP, submit an annual report to the TCEQ on each of the permit years, and submit other records to the TCEQ when requested. The records must include documentation pertaining to the effectiveness of Best Management Practices (BMP) and shall be

included in the annual reports as required in Part IV.B.2 of the General Permit. The records must also be kept available to the public. Any changes to the SWMP must be included in the annual report as described in Part IV.B.2. of the General Permit and must meet the requirements of Part II.D.1. of the General Permit.

GOAL

The goal of this resolution is to authorize submittal of a Notice of Intent and required Stormwater Management Plan to the Texas Commission on Environmental Quality (TCEQ) and to implement that plan.

COMMUNITY BENEFIT

The Implementation Program proposes the means to develop, to implement, and to enforce a plan to reduce the discharge of pollutants to the maximum extent practicable (MEP). The Implementation Program for the SWMP proposed to reduce stormwater pollution by increasing the city's control of pollution sources. The Implementation Program provides maps and photos, which identify many of the points where stormwater is discharged from the city to other municipalities. The plan must be fully implemented within 5 years of the TCEQ's issuance of the General Permit. The program includes Public Education, Outreach, and Involvement to insure that the Program is successful.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of the Resolution authorizing the City Manager to execute a Notice of Intent and Stormwater Management Plan for the City as required by TCEQ.

FISCAL IMPACT

\$400 Application Fee to be paid for from the Drainage Fund. Expenses to implement this program will be funded through the yearly Drainage Fund budgets as approved by Council for the effective dates of the permit. Funding has already been approved through the 2018-2019 approved budget.

RECOMMENDATION

Staff recommends Council approve Resolution 19-R-83.

Attachments

Resolution 19-R-83

Draft NOI

Draft SWMP

RESOLUTION NO. 19-R-83

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE IMPLEMENTATION OF THE STORMWATER MANAGEMENT PLAN AND APPROVING THE NOTICE OF INTENT FOR STORMWATER DISCHARGES FROM SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4) UNDER THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PHASE II MS4 GENERAL PERMIT (TXR040000) FOR THE CITY AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, The Federal Water Pollution Control Act was passed in 1972. After the law was amended in 1977, it became commonly known as the Clean Water Act¹. The Clean Water Act (The Act) established the structure for federal regulation of pollutant discharges into the waters of the United States, authorized the Environmental Protection Agency (EPA) to implement pollution control program, extended the requirements to establish standards or surface water contaminants, and made it unlawful to discharge unpermitted point source pollutants into navigable water. In order to reduce stormwater pollution, amendments were made to the Clean Water Act in 1987, requiring stormwater discharges to be permitted in two phases; and

WHEREAS, Phase 1 applied, among other things, to large cities with separate stormwater sewer systems. The regulations required these cities to obtain National Pollutant Discharge Elimination System (NPDES) permits. The permit process imposed controls on the cities to reduce pollution in stormwater discharges; and

WHEREAS, In 1990, the EPA issued final regulations for Phase 2. The Texas Commission on Environmental Quality (TCEQ) issued the Texas Pollutant Discharge Elimination System (TPDES) General Permit Number TXR040000 (General Permit) for Phase 2 stormwater on August 13, 2007 in order to create a mechanism for non-Phase 1 Texas cities with populations of over 1,000 to come into compliance with the federal regulations; and

WHEREAS, On January 24, 2019, TCEQ issued a revision to the General Permit TXR040000. With the new General Permit all Small MS4s are defined by levels based on the population served in and Urban Area (UA) according to the 2010 decennial census. Schertz' population was 31,465 defining the community as a Level 2 Small MS4; and

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 a Notice of Intent and Stormwater Management Plan for the Texas Commission on Environmental Quality.

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 9th day of July, 2019.

CITY OF SCHERTZ, TEXAS

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)



Notice of Intent (NOI) for Small Municipal Separate Storm Sewer Systems (MS4) authorized under TPDES Phase II MS4 General Permit TXR040000

IMPORTANT:

Use the [INSTRUCTIONS](#) to fill out each question in this form.

Once approved, your permit authorization can be viewed at:

<http://www.tceq.texas.gov/goto/wq-dpa>

APPLICATION FEE:

You must pay the **\$400** Application Fee to TCEQ for the application to be complete.

Payment and NOI must be mailed to separate addresses.

You can pay online at: <http://www.tceq.texas.gov/goto/epay>

Select Fee Type: GENERAL PERMIT MS4 PHASE II STORMWATER DISCHARGE NOI APPLICATION

Provide your payment information below, for verification of payment:

Mailed Check/Money Order Number: [REDACTED]
Check/Money Order Amount: [REDACTED]
Name Printed on Check: [REDACTED]

EPAY Voucher Number: [REDACTED]
Is a copy of the Payment Voucher enclosed? Yes

One (1) copy of the NOI, Stormwater Management Program (SWMP) cover sheet, and SWMP MUST be submitted with the original NOI, SWMP cover sheet, and SWMP.

Is the copy attached? Yes

REASON FOR APPLICATION:

Select the reason you are submitting this application:

- New authorization
- Renewal of authorization number: TXR040241

Note: An authorization cannot be renewed after July 23, 2019

Section 1. OPERATOR (Applicant)

- a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? CN 600676944
- b) What is the exact Legal Name of the entity (applicant) applying for this permit?
City of Schertz
- c) Complete and attach a Core Data Form (TCEQ-10400) for this customer.

Section 2. ANNUAL BILLING CONTACT

The operator is responsible for paying the annual water quality fee. The annual fee will be assessed to permits active on September 1 of each year. TCEQ will send a bill to the address provided in this section. The operator is responsible for terminating the permit when it is no longer needed.

Provide the name and contact information of the billing contact.

Prefix (Mr. or Ms.): [REDACTED]

First and Last Name: [REDACTED]

Title: [REDACTED]

Organization Name: [REDACTED]

Phone Number: [REDACTED]

Fax Number: [REDACTED]

Email: [REDACTED]

Mailing Address: [REDACTED]

City, State, and Zip Code: [REDACTED]

Section 3. APPLICATION CONTACT

This is the person TCEQ will contact if additional information is needed about this application.

Provide the name and contact information of the application contact.

Prefix (Mr. or Ms.): Mr.

First and Last Name: Mark Browne

Title: City Manager

Organization Name: City of Schertz

Phone Number: 210-619-1000

Fax Number: 210-619-1039

Email: mbrowne@schertz.com

Mailing Address: 1400 Schertz Parkway, Bldg. 2

City, State, and Zip Code: Schertz, TX, 78154

e) Is the MS4 part of a coalition?

Yes

No

f) If yes, list the entity names of the coalition members responsible for implementation of the SWMP *and* their unique TXR04#### number.

- | | | | |
|----|----------------------|--------------|----------------------|
| 1. | <input type="text"/> | <u>TXR04</u> | <input type="text"/> |
| 2. | <input type="text"/> | <u>TXR04</u> | <input type="text"/> |
| 3. | <input type="text"/> | <u>TXR04</u> | <input type="text"/> |
| 4. | <input type="text"/> | <u>TXR04</u> | <input type="text"/> |
| 5. | <input type="text"/> | <u>TXR04</u> | <input type="text"/> |
| 6. | <input type="text"/> | <u>TXR04</u> | <input type="text"/> |

If needed, add a copy of this page to add more entities.

g) What is your annual reporting year?

Calendar year

Small MS4 General Permit year

MS4 Fiscal year - What is the last month and day of the fiscal year?

h) Stormwater Management Program (SWMP)

1. I certify that the SWMP submitted with this NOI has been developed according to the provisions of the Small MS4 General Permit TXR040000. Yes
2. I certify that the SWMP Cover Sheet is completed and attached to the front of the SWMP. Yes
3. Have the program elements in the previous SWMP been re-assessed and modified and new program elements been developed and implemented, as necessary?
 Yes
 No. This facility did not have a previous authorization.
4. Is the optional 7th Minimum Control Measure (MCM) for Municipal Construction Activities selected and included with the attached SWMP?
 No. Continue to Question 5.
 Yes.
If yes, is MCM 7 limited to the regulated area within the urbanized area?
 Yes. Continue to Question 5.
 No

If No, then MCM 7 is included in the geographic area or boundary outside of the urbanized area. Note: *In this case, you must incorporate the entire area*

(urbanized and non-urbanized areas) in the SWMP and implement all MCMs 1-7 in the urbanized and non-urbanized areas.

5. Provide the name and contact information of the person responsible for implementing or coordinating implementation of the SWMP.

Prefix (Mr. or Ms.): [REDACTED]

First and Last Name: [REDACTED]

Title: [REDACTED]

Organization Name: [REDACTED]

Phone Number: [REDACTED]

Fax Number: [REDACTED]

Email: [REDACTED]

Mailing Address: [REDACTED]

City, State, and Zip Code: [REDACTED]

i) Discharge Information

1. What is the name of the waterbody(ies) receiving stormwater discharges from the MS4? Dry Comal Creek, Cibolo Creek

2. What is the classified segment number(s) that the discharges will eventually reach? [REDACTED]

Does the small MS4 discharge directly or indirectly into the classified segment(s)?

Directly

Indirectly

3. Are any of the waterbody(ies) receiving discharges from the small MS4 identified as impaired waters (Category 4 or 5) in the *Texas Integrated Report of Surface Water Quality*?

Yes

What is the name of the impaired waterbody(ies) receiving the discharge from the small MS4? [REDACTED]

What is/are the pollutants(s) of concern? [REDACTED]

No

4. Does the impaired water body(ies) have a TMDL (Category 4 waterbody)?

Yes

What is/are the pollutants with a TMDL? [REDACTED]

No

5. Does your MS4 discharge into any other MS4 entity's jurisdiction prior to discharge into water in the state?

Yes

What is the name of the MS4 operator? [REDACTED]

No

6. Edwards Aquifer Rule

Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, within the Contributing Zone within the Transition Zone, or zero to ten (0 to 10) miles upstream of the Recharge Zone of the Edwards Aquifer?

Yes - **NOTE: A copy of the agency approved Water Pollution Abatement Plan (WPAP) required by the Edwards Aquifer Rule (30 TAC Chapter 213) must be either included or referenced in the SWMP.**

No

j) Public Participation Process

1. Provide the name and contact information of the person responsible for publishing notice of the executive director's preliminary determination on the MS4's NOI and SWMP?

Prefix (Mr. or Ms.): [REDACTED]

First and Last Name: [REDACTED]

Title: [REDACTED]

Company: [REDACTED]

Phone Number: [REDACTED]

Fax Number: [REDACTED]

Email: [REDACTED]

Mailing Address: [REDACTED]

Internal Routing (Mail Code, Etc.): [REDACTED]

City, State, and Zip Code: [REDACTED]

2. Provide the name and location of the public place where copies of the NOI, SWMP, Small MS4 General Permit TXR040000, and general permit fact sheet may be viewed and copied by the public?

Name of Public Place: [REDACTED]

Address of Public Place: [REDACTED]

County of Public Place: [REDACTED]

3. Provide the address for the website where the MS4's SWMP and annual report will be posted. [REDACTED]

Do not have a website.

Section 6. CERTIFICATION

I certify that I have obtained a copy and understand the terms and conditions of the Phase II (Small) MS4 General Permit TXR040000 issued January 24, 2019.

Yes

I certify that the small MS4 qualifies for coverage under the Phase II (Small) MS4 General Permit TXR040000.

Yes

I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.

Yes

I understand that authorizations active on September 1st of each year will be assessed an Annual Water Quality Fee.

Yes

Operator Certification

Operator Signatory Name: Mark Browne

Operator Signatory Title: City Manager

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): _____ Date: _____

STORMWATER MANAGEMENT PROGRAM (SWMP) COVER SHEET

This cover sheet MUST be attached to the front of the SWMP.

Operator

Operator name:

Required Program Elements

The SWMP needs to include:

- BMPs and measurable goals that are clear, specific, and measurable,
- Annual Reporting Year selected, and
- Estimated population served by the MS4.

Legal Authorities

Include in the SWMP the list of local legal authorities (i.e., ordinance, rule) that the MS4 has adopted to implement any of the MCMs. List all and what MCM they each cover.

Minimum Control Measures

For each MCM, complete the table by entering the page number where the required element can be found in the SWMP

MCM 1: Public Education, Outreach, and Involvement

Table 1: Required Elements for MCM 1

| MCM 1 Required Elements | SWMP page number |
|--|------------------|
| SWMP includes a stormwater education and outreach program to educate public employees, business, and the general public about hazards associated with the illegal discharges and improper disposal of waste and about the impacts stormwater can have on water quality, and steps they can take to reduce pollutants in stormwater | |
| Clearly define the goals and objectives of the program based on high-priority community-wide issues | |
| Identify the target audiences | |
| Develop or use appropriate educational material | |
| Procedures to distribute educational material | |
| Make the educational material available to the target audience at least annually | |

| MCM 1 Required Elements | SWMP page number |
|---|-------------------------|
| Post the SWMP and annual reports on the MS4's website, if the MS4 has a website | |
| Include the MS4's website address where the SWMP and annual reports will be found, if the MS4 has a website | |
| SWMP includes a program that complies with state and local public notice requirements | |
| Include public input in the implementation of the program | |
| Include opportunities for citizen to participate in implementation of control measures | |
| Ensure the public can easily can find information about the SWMP. | |
| SWMP lists Best Management Practices (BMPs) used to fulfill this MCM. Examples of possible BMPs could be stream-clean-ups, storm drain stenciling, volunteer water quality monitoring, brochures, billboards, and websites. | |
| SWMP includes measurable goals that are clear, specific, and measurable, and the method of measurement, for addressing stormwater quality | |
| SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from the general permit issuance date of January 24, 2019 | |

MCM 2: Illicit Discharge Detection and Elimination

Table 2: Required Elements for MCM 2

| MCM 2 Required Elements | SWMP page number |
|---|-------------------------|
| Description of the program that will be used to detect, investigate and eliminate illicit discharges. The program includes a plan to detect and address illicit discharges, including illegal dumping to the MS4 system. | |
| <p>MS4 map: The map includes:</p> <ul style="list-style-type: none"> • Location of all small MS4 outfalls operated by the MS4 and that discharge into waters of the U.S.; • Location and name of all surface waters receiving discharge from the MS4s outfalls; • For Level 3 and 4 small MS4s: Location of MS4 owned or operated facilities and stormwater controls; and • For Level 4 small MS4s: Location of priority areas. | |
| Methods for informing and training MS4 field staff | |
| Procedures for tracing the source of an illicit discharge | |

| MCM 2 Required Elements | SWMP page number |
|---|-------------------------|
| Procedures for removing the source of the illicit discharge | |
| Procedures to facilitate public reporting of illicit discharges or water quality impacts associated with discharges into or from the small MS4 | |
| Procedures for responding to illicit discharges and spills | |
| Procedures for inspections in response to complaints | |
| For Level 2, 3, and 4 small MS4: Procedures to prevent and correct leaking on-site sewage disposal systems | |
| For Level 3 and 4 small MS4s: Procedures for follow-up investigation to verify that the illicit discharge has been eliminated | |
| For Level 4 small MS4s: Procedures for identifying and creating a list of priority areas within the small MS4s likely to have illicit discharges | |
| For Level 4 small MS4s: Procedures for a dry weather field screening program to assist in detecting and eliminating illicit discharges to the small MS4. Dry weather field screening consists of (1) field observations and (2) field screening. | |
| For Level 4 small MS4s: Procedures to reduce the discharge of floatables in the small MS4 | |
| SWMP lists BMPs used to fulfill this MCM. Examples of possible BMPs could be hazardous materials disposal opportunities, inspections of the storm sewer system, and dye testing. | |
| SWMP includes measurable goals that are clear, specific, and measurable, and the method of measurement, for addressing stormwater quality | |
| SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from the general permit issuance date of January 24, 2019 | |

MCM 3: Construction Site Stormwater Runoff Control

Table 3: Required Elements for MCM 3

| MCM 3 Required Elements | SWMP page number |
|---|-------------------------|
| Program requires operators of construction sites one acre and greater (including larger common plan) to select, install, implement, and maintain stormwater control measures | |
| Description of ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under state and local law | |

| MCM 3 Required Elements | SWMP page number |
|--|------------------|
| Program requires construction site operators to implement BMPs for erosion and sediment control | |
| Program requires construction site operators to have procedures for initiating and completing soil stabilization measures | |
| Program requires construction site operators to implement BMPs to control pollutants from equipment and vehicle washing and other wash waters | |
| Program requires construction site operators to implement BMPs to minimize exposure to stormwater of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials | |
| Program requires construction site operators to implement BMPs to minimize the discharge of pollutants from spills and leaks. | |
| Program ensures that the construction site has developed a stormwater pollution prevention plan in accordance with the TPDES Construction General Permit TXR150000 | |
| Program prohibits illicit discharges such as wash out wastewater, fuels, oils, soaps, solvents, and dewatering activities | |
| Procedures for construction site plan review to consider water quality impacts | |
| Procedures for construction site inspections and enforcement of control measures, to the extent allowable under state and local law | |
| Procedures for receipt and consideration of information submitted by the public | |
| Procedures for MS4 staff training | |
| For Level 3, and 4 small MS4s: Procedures to develop and maintain an inventory of all permitted active public and private construction sites greater than one acre (and sites that are less than one acre if part of larger common plan of development or sale) | |
| SWMP lists BMPs used to fulfill this MCM. Examples may include: notification to discharger of responsibilities under TPDES CGP; hire staff to review construction site plans; provide a web page for public input on construction activities; perform site inspections and enforcement; provide education and training for construction site operators; and mechanism to prohibit discharges into MS4 where necessary. | |
| SWMP includes measurable goals that are clear, specific, and measurable, and the method of measurement, for addressing stormwater quality | |

| MCM 3 Required Elements | SWMP page number |
|--|------------------|
| SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from the general permit issuance date of January 24, 2019 | |

MCM 4: Post Construction Stormwater Management in New Development and Redevelopment

Table 4: Required Elements for MCM 4

| MCM 4 Required Elements | SWMP page number |
|--|------------------|
| Description of a program that will be developed, implemented and enforced, to control stormwater discharges from private and public new development and redeveloped sites that discharge into the small MS4 that disturb one acre or more (and sites that disturb less than one acre that are part of a larger common plan of development or sale) | |
| Description of ordinance or other regulatory mechanism that is in place or planned which will regulate discharges from new development and redevelopment projects | |
| Establish, implement, and enforce a requirement that owners or operators of new development and redeveloped sites design, install, implement, and maintain a combination of structural and non-structural BMPs appropriate for the community and that protects water quality | |
| Procedures to document and maintain records of enforcement actions | |
| Procedures to ensure long-term operation and maintenance of post construction stormwater control measures | |
| Operation and maintenance of post construction stormwater control measures is documented | |
| For Level 4 small MS4s: Develop and implement an inspection program to ensure that all post construction stormwater control measures are operating correctly and are being maintained. Inspections must be documented | |
| SWMP lists BMPs used to fulfill this MCM. Examples may include: local ordinance in place or planned; guidance document for developers to use; specific BMPs established for particular watersheds; list of appropriate BMPs provided to operators; elimination of curbs and gutters; incentives for use of permeable choices, such as porous pavement; requirements for wet ponds or other BMPs for certain size sites; and xeriscaping. | |
| SWMP includes measurable goals that are clear, specific, and measurable, and the method of measurement, for addressing stormwater quality | |

| MCM 4 Required Elements | SWMP page number |
|--|------------------|
| SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from the general permit issuance date of January 24, 2019 | |

MCM 5: Pollution Prevention and Good Housekeeping for Municipal Operations

Table 5: Required Elements for MCM 5

| MCM 5 Required Elements | SWMP page number |
|--|------------------|
| Description of an operation and maintenance (O&M) program, including an employee training component, to reduce/prevent pollution from municipal activities and municipally owned areas included but not limited to park and open space maintenance; street, road, or highway maintenance; fleet and building maintenance; stormwater system maintenance; new construction and land disturbances; municipal parking lots; vehicle and equipment maintenance and storage yards; waste transfer stations; and salt/sand storage locations | |
| Develop and maintain an inventory of facilities and stormwater controls that are owned or operated by the MS4 | |
| Procedures to inform or train staff involved in implementing pollution prevention and good housekeeping practices. Maintain training attendance records | |
| Procedures to remove and properly dispose of waste from the MS4 | |
| Contractors hired by the MS4 must be required to comply with operating procedures. Develop contractor oversight procedures | |
| Evaluate O&M activities for their potential to discharge pollutants in stormwater for road and parking lot maintenance, bridge maintenance, cold weather operations, right-of-way maintenance, etc. | |
| Identify pollutants of concern that could be discharged from the O&M activities | |
| Develop and implement pollution prevention measures that will reduce discharge of pollutants from O&M activities | |
| Conduct inspections of pollution prevention measures and maintain inspection log | |
| Procedures for inspecting and maintaining structural controls | |
| For Level 3 and 4 small MS4s: Develop and implement an O&M program to reduce the collection of pollutants in catch basins and other surface structures in the storm sewer system | |

| MCM 5 Required Elements | SWMP page number |
|--|------------------|
| For Level 3 and 4 small MS4s: Develop a list of potential problem areas in the storm sewer system for increased inspection (for example, areas with recurring illegal dumping) | |
| For Level 3 and 4 small MS4s: Implement an O&M program to reduce discharge of pollutants from roads that includes at least a street sweeping and cleaning program, or inlet protection. The program includes an implementation schedule and a waste disposal procedure | |
| For Level 3 and 4 small MS4s: Assess its facilities for their potential to discharge pollutants into stormwater and identify high priority facilities that have a high potential to generate stormwater pollutants. At a minimum, facilities include the MS4s maintenance yards, hazardous waste facilities, fuel storage locations, and any other facilities at which chemicals or other materials have a high potential to be discharged in stormwater. Document the results of the assessments | |
| For Level 3 and 4 small MS4s: Develop facility specific stormwater management Standard Operation Procedures for high priority facilities | |
| For Level 3 and 4 small MS4s: MS4 implements stormwater controls at high priority facilities that address good housekeeping; de-icing and anti-icing storage; fueling operations and vehicle maintenance; equipment and vehicle washing | |
| For Level 3 and 4 small MS4s: Develop and implement an inspection program that includes high priority facilities | |
| For Level 4 small MS4s: Develop an application and management program for pesticides, herbicides, and fertilizers used at public open spaces. Implement the following: educational activities, permits, etc for applicators and distributors; encourage of non-chemical solutions for pest management; develop schedules that minimizes discharge of pollutants; ensure collection and proper disposal of unused pesticides, herbicides, and fertilizers | |
| For Level 4 small MS4s: Evaluate flood control projects. Design, construct, and maintain new flood control structures to provide erosion prevention and pollutant removal from stormwater. Retrofitting of existing structural flood control devices is implemented to the maximum extent practicable (MEP) | |
| SWMP lists BMPs used to fulfill this MCM. Examples may include: BMPs which address fleet vehicle maintenance/washing; BMPs which address parking lot and street cleaning; catch basin and storm drain system cleaning; landscaping and lawn care (e.g. xeriscaping); waste materials management; road salt application and storage practices; used oil recycling; pest management practices; fire training facilities; BMPs which address roadway and bridge maintenance; golf course maintenance/waste | |

| MCM 5 Required Elements | SWMP page number |
|--|------------------|
| disposal; disposal of cigarette butts; and park maintenance (e.g., providing trash bags). | |
| SWMP includes measurable goals that are clear, specific, and measurable, and the method of measurement, for addressing stormwater quality | |
| SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from the general permit issuance date of January 24, 2019 | |

MCM 6: Industrial Stormwater Sources

Table 6: Required Elements for MCM 6

| MCM 6 Required Elements | SWMP page number |
|--|------------------|
| For Level 4 MS4 only: Identify and control industrial stormwater sources that at least includes the MS4's landfills; other treatment, storage, or disposal facilities for municipal waste; hazardous waste treatment, storage, disposal and recovery facilities; and facilities that are subject to Emergency Planning and Community Right-to-Know Act (EPCRA). | |
| For Level 4 MS4 only: Procedures for inspecting and implementing control measures for discharges from industrial stormwater sources. | |

Optional MCM 7: Municipal Construction Activities

This MCM is only applicable where the small MS4 has selected to be the construction site operator for their municipal construction activities. This MCM provides an alternative to the MS4 operator seeking discharge authorization under the Construction Stormwater General Permit TXR150000.

Table 7: Required Elements for MCM 7

| MCM 7 Required Elements | SWMP page number |
|--|------------------|
| Description of how municipal construction activities will be conducted so as to take into consideration local conditions of weather, soils, and other site specific considerations | |
| Description of the area that this MCM will address and where the MS4 operator's municipal construction activities are covered (e.g. within the boundary of the urbanized area, the corporate boundary, a special district boundary, an extra territorial jurisdiction, or other similar jurisdictional boundary) | |

| MCM 7 Required Elements | SWMP page number |
|--|-------------------------|
| If the area included in this MCM includes areas outside of the UA, then all MCMs (MCM 1 through MCM 7) will be implemented over those additional areas as well | |
| Description of how contractor activities will be supervised or overseen to ensure that the Stormwater Pollution Prevention Plan (SWP3) requirements are properly implemented at the construction site(s); or how the MS4 operator will make certain that contractors have a separate authorization for stormwater discharges if needed | |
| General description of how a construction SWP3 will be developed for each municipal construction site | |
| Records of municipal construction activities authorized under this optional MCM | |

DRAFT

Texas Commission on Environmental Quality General Permit Payment Submittal Form

Use this form to submit your Application Fee only if you are mailing your payment.

- Complete items 1 through 5 below.
- Staple your check in the space provided at the bottom of this document.
- Do not mail this form with your NOI form.
- Do not mail this form to the same address as your NOI.

Mail this form and your check to:

BY REGULAR U.S. MAIL

Texas Commission on Environmental
Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, TX 78711-3088

BY OVERNIGHT/EXPRESS MAIL

Texas Commission on Environmental
Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

Fee Code: GPA

General Permit: TXR040000

1. Check / Money Order No: [REDACTED]
2. Amount of Check/Money Order: [REDACTED]
3. Date of Check or Money Order: [REDACTED]
4. Name on Check or Money Order: [REDACTED]
5. NOI INFORMATION

If the check is for more than one NOI, list each Project/Site (RE) Name and Physical Address exactly as provided on the NOI. DO NOT SUBMIT A COPY OF THE NOI WITH THIS FORM AS IT COULD CAUSE DUPLICATE PERMIT ENTRIES.

If more space is needed, you may attach a list.

Project/Site (RE) Name: [REDACTED]

Project/Site (RE) Physical Address: [REDACTED]

Staple Check in This Space

Instructions for Notice of Intent (NOI) for Small Municipal Separate Storm Sewer Systems (MS4) authorized under TPDES Phase II MS4 General Permit TXR040000

GENERAL INFORMATION

Where to Send the Notice of Intent (NOI)

You are required to submit the original and one copy of the NOI, Core Data Form(s), Stormwater Management Program (SWMP) Cover Sheet, and the SWMP. Submit these documents to one of the following addresses:

BY REGULAR U.S. MAIL:

Texas Commission on Environmental Quality
ARP Team (MC-148)
P.O. Box 13087
Austin, Texas 78711-3087

BY OVERNIGHT/EXPRESS MAIL:

Texas Commission on Environmental Quality
ARP Team (MC-148)
12100 Park 35 Circle
Austin, TX 78753

Fees Associated with this General Permit

The application fee of \$400 is required to be paid at the time the NOI is submitted. Failure to submit payment at the time the application is filed will cause delays in acknowledgment or denial of coverage under the general permit. Payment of the fee may be made by check or money order, payable to TCEQ, or through EPAY (electronic payment through the web).

Mailed Payments:

Use the attached General Permit Payment Submittal Form. The application fee is submitted to a different address than the NOI. Read the General Permit Payment Submittal Form for further instructions.

Where to Send the Payment

BY REGULAR U.S. MAIL:

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC 214
P.O. Box 13088
Austin, Texas 78711-3087

BY OVERNIGHT/EXPRESS MAIL:

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC 214
12100 Park 35 Circle
Austin, TX 78753

ePAY Electronic Payment: <http://www.tceq.texas.gov/epay>

When making the payment you must select Water Quality, and then select the fee category "General Permit MS4 Phase II Stormwater Discharge NOI Application". You must include a copy of the payment voucher with your NOI. Your NOI will not be considered complete without the payment voucher.

Annual Water Quality Fee

This fee is assessed to permittees with an active authorization under the general permit on September 1 of each year. The designated billing contact will receive an invoice for payment of the annual fee in November of each year. The payment will be due 30 days from the invoice.

A 5% penalty will be assessed if the payment is not received by TCEQ by the due date. Annual fee assessments cannot be waived as long as the authorization under the general permit is active on September 1.

It is important for the permittees to submit an NOT when coverage under the general permit is no longer required. An NOT is effective on the postmarked date of mailing the form to TCEQ. If the NOT is mailed it is recommended that the NOT be mailed using a method that documents the date mailed and received by TCEQ.

Mailed Payments:

You must return your payment with the billing coupon provided with the billing statement.

ePAY Electronic Payment: <http://www.tceq.texas.gov/epay>

You must enter your account number provided at the top portion of your billing statement. Payment methods include American Express, MasterCard, Visa, and electronic check payment (ACH).

TCEQ Contact List

| | |
|--|------------------------------|
| Small Business & Local Government Assistance | 800-447-2827 |
| Application - status and form questions: | 512-239-4671 |
| Technical questions: | 512-239-4671 |
| Environmental Law Division: | 512-239-0600 |
| Records Management - obtain copies of forms: | 512-239-0900 |
| Reports from databases (as available): | 512-239-DATA (3282) |
| Cashier's office: | 512-239-0357 or 512-239-0187 |

Notice of Intent Process

When your Core Data Form, NOI, and SWMP are received by the program, the form will be processed as follows:

Administrative Review: Each item on the form will be reviewed for a complete response. In addition, the operator's legal name must be verified with Texas Secretary of State as valid and active (if applicable). The address(s) on the form must be verified with the US Postal service as receiving regular mail delivery. Do not give an overnight/express mailing address.

Notice of Deficiency: If an item is incomplete or not verifiable as indicated above, a notice of deficiency (NOD) will be mailed to the operator. The operator will have 30 days to respond to the NOD. The response will be reviewed for completeness.

Technical Review of SWMP: The NOI and SWMP will be reviewed to verify compliance with the requirements in the general permit. More information may

be requested by phone or technical NOD letter mailed to the SWMP contact. When a determination is made that the SWMP meets the requirements of the general permit, the Executive Director's preliminary determination will be prepared and filed with the TCEQ Office of Chief Clerk (OCC).

Public Participation Process: The OCC will mail the Executive Director's preliminary determination to the public participation contact provided in the NOI. This individual must publish the notice in the newspaper of largest circulation in the county where the small MS4 is located.

The comment period begins on the first date the notice is published and ends 30 days later, unless a public meeting is held. If a public meeting is held, the comment period will end at the closing of the public meeting.

The applicant must submit a copy of the newspaper clipping and an affidavit signed by the newspaper staff to the OCC within 60 days of receiving the written instructions from the OCC.

If significant public interest exists, the executive director will direct the applicant to publish notice of the meeting and to hold the public meeting. The applicant must publish the notice of public meeting at least 30 days prior to the public meeting and hold the meeting in the county where the MS4 is located.

Acknowledgment of Coverage: An Acknowledgment Certificate will be mailed to the operator. This certificate acknowledges coverage under the general permit.

or

Denial of Coverage: Coverage may be denied if the operator fails to respond to the NOD, the response is inadequate, or the NOI and SWMP do not meet the requirements of the general permit. If coverage is denied, the operator will be notified.

General Permit

Coverage under the general permit begins upon approval of the NOI, Core Data Form, and SWMP by TCEQ and after the public notice process has been completed. You should have a copy of your general permit when submitting your application. You may view and print your permit for which you are seeking coverage, at the following website <http://www.tceq.texas.gov>. Search using keyword TXR040000.

General Permit Forms

The Notice of Intent (NOI), Notice of Termination (NOT), Notice of Change (NOC) and Core Data Form (including instructions) are available at the TCEQ web site <http://www.tceq.texas.gov>.

Change in Operator

An authorization under the general permit is not transferable. If the operator changes, the present permittee must submit a Notice of Termination (NOT) and the new operator must submit a Notice of Intent and a Core Data Form. The NOT, NOI and Core Data Form must be submitted no later than 10 days prior to the change in status.

INSTRUCTIONS FOR FILLING OUT THE FORM

Renewal of General Permit: Dischargers holding an active authorizations under the expired General Permit are required to submit a NOI to continue coverage. The existing authorization number is required. If the authorization number is not provided or has been terminated, expired, or denied a new permit number will be issued.

This number will begin with TXR04. Do not use TXR040000, it is *the general permit number not your* authorization number.

Section 1. Operator (Applicant)

a) Customer Number (CN)

TCEQ assigns each customer a number that begins with CN, followed by nine digits. This is not a permit number, registration number, or license number. If the applicant is an existing TCEQ customer, the Customer Number is available at the following website: <http://www15.tceq.texas.gov/crpub/>. If the applicant is not an existing TCEQ customer, leave the space for CN blank.

b) Legal Name of Applicant

Provide the current legal name of the applicant. The name must be provided exactly as filed with the Texas Secretary of State, or on the legal documents forming the entity as filed with the county. If filed in the county, provide a copy of the legal documents showing the legal name.

c) Core Data Form

Complete and attach a Core Data Form (TCEQ-10400) for each customer.

Section 2. Annual Billing Contact

An annual fee is assessed to each operator holding an active authorization under the general permit on September 1 of each year.

Provide the contact name and complete mailing address where the annual fee invoice should be mailed. Verify the address with the USPS. It must be an address for delivery of regular mail, not overnight express mail.

The phone number should provide contact to the individual responsible for paying the annual fee.

The fax number and e-mail address are optional and should correspond to the individual responsible for paying the annual fee.

Section 3. Application Contact

Provide the name, title and contact information of the person that TCEQ can contact for additional information regarding this application. This contact may be a consultant or entity other than the applicant.

Section 4. Regulated Entity (RE) Information For Site

a) Regulated Entity Reference Number (RN)

The RN is issued by TCEQ to sites where an activity is regulated by TCEQ. This is not a permit number, registration number, or license number. Search TCEQ's Central Registry to see if the site has an assigned RN at

<http://www15.tceq.texas.gov/crpub/>. If this regulated entity has not been assigned an RN, leave this space blank.

b) Name of the Project or Site

Provide the name of the site or project as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity name.

c) Name of Urbanized Area

List the formal name of the urbanized area(s) where the MS4 is located using the 2010 U.S. Census maps referenced in Section 5. c) below. For example: Dallas-Fort Worth-Arlington Urbanized area.

d) Describe the boundaries of the regulated portion of the small MS4

Briefly describe the boundaries of the regulated portion of the small MS4.

Section 5. General Characteristics

a) Indian Country Lands

If your site is located on Indian Country Lands, the TCEQ does not have authority to process your application. Do not submit this application form to TCEQ. You must obtain authorization through EPA, Region 6, in Dallas.

b) TCEQ “Designated” Small MS4

A small MS4 that is outside of an urbanized area that is formally “designated” by TCEQ is eligible for coverage under this general permit. The small MS4 Operator must obtain authorization under this general permit or apply for coverage under an individual TPDES stormwater permit within 180 days of notification of their designation. If the small MS4 was already designated, please attach a copy of the documentation sent to the MS4 by TCEQ.

c) MS4 Level

The general permit defines MS4s by four different levels, based on the population served within the 2010 U.S. Census urbanized area (UA). “Population served” means the residential population within the regulated portion of the small MS4 based on the 2010 U.S. Census, except for non-traditional small MS4s that are classified as Level 2.

A reference map identifying the 2010 U.S. Census UAs can be found at www.epa.gov/npdes/urbanized-area-maps-npdes-ms4-phase-ii-stormwater-permits.

Districts that did not have a population during the 2010 U.S. Census, are required to apply when their population exceeds the population threshold for permit coverage.

d) Estimated Population

List the current estimated population served by the MS4. This number will not be used to determine the Levels.

e) Coalitions of MS4 entities

Indicate if the MS4 is part of a coalition that share efforts in meeting any or all of the SWMP requirements.

f) Members of the Coalition

List the name of each member of the coalition *and* their unique Phase II MS4 authorization number.

g) Annual Reporting Year

The annual report must address the previous reporting year. The selected reporting year cannot be changed during the permit term.

- If the MS4 selects the calendar year, then the reporting year is from January 1 through December 31 of each year.
- If the MS4 selects the Phase II MS4 General Permit year, the reporting year is from the effective date of the general permit plus 365 days of each year.
- If the MS4 selects the fiscal year, the reporting year is from the first day of the MS4's fiscal year through the last day of the MS4's fiscal year. Provide the month and last day of the MS4's fiscal year.

h) SWMP

1. Certify, by selecting Yes, that the SWMP has been developed in accordance with the general permit requirements and is attached to this NOI.
2. Certify, by selecting Yes, that the SWMP Cover Sheet has been completed and is attached to the front of the SWMP.
3. If the MS4 was previously authorized under the general permit, the program elements in the previous SWMP must be re-assessed and modified. Additionally, new program elements must be developed. Do not submit the exact same SWMP that was previously submitted. Indicate that you have revised the previous SWMP, or that this is a newly regulated MS4.
4. Indicate if the MS4 is seeking coverage under this general permit for the optional MCM 7 for municipal construction activities where the MS4 meets the definition of "construction site operator".

If Yes, the SWMP must include the geographic area or boundary where MCM 7 will be implemented. If this area extends beyond the geographic area or boundary of the urbanized area, then all MCMs 1-7 must be implemented in the urbanized and non-urbanized areas. The MS4 operator can utilize MCM 7 only in areas that are in compliance with the SWMP's MCMs 1-7. If you do **NOT** incorporate the entire SWMP (MCMs 1-7) in the urbanized and the non-urbanized areas, then the MS4 cannot utilize only MCM 7 outside of the urbanized area.

If No, the MS4 can obtain this coverage at any time during the general permit term by submitting a Notice of Change.

5. Provide the name and contact information of the designated person responsible for implementing or coordinating implementation of the SWMP.

i) Discharge Information

1. Provide the name of all waterbodies that receive discharges from the MS4. The discharge eventually reaches a receiving waterbody such as a local stream or lake, possibly via a drainage ditch or even through another MS4 prior to reaching the waterbody. Please note that this general permit does not grant permission to use another MS4 as a conveyance of stormwater and certain non-storm water discharges along the discharge route.
2. Identify the classified segment number(s) that will eventually receive the

discharge. You can find classified segment numbers in the Atlas of Texas Surface Waters at: www.tceq.texas.gov/publications/gi/gi-316 or the Surface Water Quality (Segments) Viewer at: <https://www.tceq.texas.gov/gis/segments-viewer>

Indicate if the discharge is directly into the classified segment or if it reaches the classified segment after being discharged into another waterbody or MS4.

3. Indicate if any waterbodies receiving discharges are identified as impaired waters (Category 4 or 5) in the *Texas Integrated Report of Surface Water Quality*, which is available at:

http://www.tceq.texas.gov/waterquality/assessment/305_303.html.

If Yes, provide the name(s) of the impaired waterbodies and the pollutants of concern for those waterbodies. The pollutants of concern are the parameters for which the waterbody is impaired.

4. Indicate if the impaired waterbody has a TMDL and list the pollutants with a TMDL (Category 4 waterbody).
5. Indicate if the discharge is into any other MS4 entity's jurisdiction prior to reaching water in the state.
If Yes, provide the name of the MS4 operator that receives the discharge.

6. Edwards Aquifer Rule

Indicate if the discharge or potential discharge is within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer. See maps on the TCEQ website to determine if the site is located within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer at

<https://www.tceq.texas.gov/permitting/eapp/viewer.html>.

If Yes, additional requirements may exist under the Edwards Aquifer Protection Program (30 TAC Chapter 213). For activities regulated under 30 TAC Chapter 213, any required plans must be included in the SWMP.

Compliance with any Edwards Aquifer requirements is in addition to the requirements of this general permit.

j) Public Participation

1. Provide the name and contact information of the person responsible for publishing the public notice in the newspaper.
2. Provide the name and location of a public place where copies of the NOI, SWMP, General Permit, and permit fact sheet will be available to the public for viewing. Examples of public places include public libraries, city hall, municipal buildings, etc.
3. Provide the address for the website where the MS4's SWMP and annual report will be posted. Indicate if the MS4 does not have a website.

Section 6. Certifications

Failure to indicate "Yes" to ALL of the certification items may result in denial of coverage under the general permit. The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code §305.44.

IF YOU ARE A CORPORATION:

The regulation that controls who may sign an application form is 30 Texas Administrative Code §305.44(a), which is provided below. According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a), which is provided below. According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statutes under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a) (3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at 512-239-0600.

30 TEXAS ADMINISTRATIVE CODE §305.44. SIGNATORIES TO APPLICATIONS

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes

the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

SWMP Cover Sheet

The SWMP cover sheet must be completed and placed on the front of the SWMP. Both the SWMP cover sheet and the SWMP must be submitted with the complete NOI.

Provide the name of the MS4 operator.

For each MCM, complete the table by entering the page number (or page number range) where each required program element can be found in the SWMP.

Note: Some program elements are only required for certain MS4 levels. The tables clearly identify these MS4 level specific requirements. If one of these program element does not apply to the MS4 level for this facility, enter NA. Additionally, MCM 7 is optional. If you selected “No” on the NOI Section 5.e.4 question, enter NA on Table 7.

2019 MS4 Permit Renewal Storm Water Management Plan

City of Schertz



Lockwood, Andrews
& Newnam, Inc.
A LEO A DALY COMPANY

TBPE Firm No. 2614

Executive Summary

DRAFT

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1 Definitions and Acronyms

The following definitions of common storm water quality and management terminology have been copied for ease of reference from the TCEQ TPDES General Permit No. TXR040000:

1.1 Definitions

Arid Areas – Areas with an average rainfall of less than ten (10) inches.

Benchmarks – A benchmark pollutant value is a guidance level indicator that helps determine the effectiveness of chosen best management practices (BMPs). This type of monitoring differs from “compliance monitoring” in that exceedances of the indicator or benchmark level are not permit violations, but rather indicators that can help identify problems at the MS4 with exposed or unidentified pollutant sources; or control measures that are either not working correctly, whose effectiveness need to be re-considered, or that need to be supplemented with additional BMP(s).

Best Management Practice (BMPs) – Schedules of activities, prohibitions of practices, maintenance procedures, structural controls, local ordinances, and other management practices

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to prevent or reduce the discharge of pollutants. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spills or leaks, waste disposal, or drainage from raw material storage areas.

Catch Basins – Storm drain inlets and curb inlets to the storm drain system. Catch Basins typically include a grate or curb inlet that may accumulate sediment, debris, and other pollutants.

Classified Segment – refers to a water body this is listed and described in Appendix A or Appendix C of the Texas Surface Water Quality Standards, at 30 Texas Administrative Code (TAC) § 307.10.

Clean Water Act (CWA) – The Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et.seq.

Common Plan of Development or Sale – A construction activity that is completed in separate stages, separate phase, or in combination with other construction activities. A common plan of development or sale is identified by the documentation for the construction project that identifies the scope of the project, and may include plats, blueprints, marketing plans, contracts, building permits, a public notice or hearing, zoning request, or other similar documentation and activities.

Construction Activity – Soil disturbance, including clearing, grading, and excavating; and not including routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (e.g., the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities). Regulated construction activity is defined in terms of small and large construction activity.

Small Construction Activity is construction activity that results in land disturbance of equal to or greater than one (1) acre and less than five (5) acres of land. Small construction activity can also include the disturbance of less than one (1) acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one (1) acre and less than five (5) acres of land.

Large Construction Activity is construction activity that results in land disturbance of equal to or greater than five (5) acres of land. Large construction activity can also include the disturbance of less than five (5) acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than five (5) acres of land.

Construction Site Operator – The entity or entities associated with a small or large construction project that meet(s) either of the following two criteria:

- (a) The entity or entities that have operational control over construction plans and specifications (including approval or revisions) to the extent necessary to meet the requirements and conditions of this general permit; or
- (b) The entity or entities that have day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with a stormwater pollution prevention plan (SWP3) for the site or other permit conditions (for example they are authorized to direct workers at a site to carry out activities required by the SWP3 or comply with other permit conditions).

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Control Measure – Any BMP or other method used to prevent or reduce the discharge of pollutants to water in the state.

Conveyance – Curbs, gutters, man-made channels and ditches, drains, pipes, and other constructed features designed or used for flood control or to otherwise transport stormwater runoff.

Discharge – When used without a qualifier, refers to the discharge of stormwater runoff or certain non-stormwater discharge as allowed under the authorization of this general permit.

Edwards Aquifer – As defined in 30 TAC §213.3 (relating to the Edwards Aquifer), that portion of an arcuate belt of porous, water-bearing, predominantly carbonate rocks known as the Edwards and Associated Limestones in the Balcones Fault Zone trending from west to east to the northeast in Kinney, Uvalde, Medina, Bexar, Comal, Hays, Travis, and Williamson Counties; and composed of the Salmon Peak Limestone, McKnight Formation, West Nueces Formation, Devil's River Limestone, Person Formation, Kainer Formation, Edwards Formation, and Georgetown Formation. The permeable aquifer units generally overlie the less-permeable Glen Rose Formation to the south, overlie the less-permeable Comanche Peak and Walnut Formations north of the Colorado River, and underlie the less-permeable Del Rio Clay regionally.

Edwards Aquifer Recharge Zone – Generally, that area where the stratigraphic units constitute the Edwards Aquifer crop out, including the outcrops of other geologic formations in proximity to the Edwards Aquifer, where caves, sinkholes, faults, fractures, or other permeable features would create a potential for recharge of surface waters into the Edwards Aquifer. The recharge zone is identified as that area designated as such on official maps located in the offices of TCEQ or the TCEQ website.

Final Stabilization – A construction site where any of the following conditions are met:

- (a) All soil disturbing activities at the site have been completed and a uniform (for example, evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area had been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.
- (b) For individual lots in a residential construction site by either:
 - (1) The homebuilder completing final stabilization as specified in condition (a) above; or
 - (2) The homebuilder establishing temporary stabilization for an individual lot prior to the time of transfer of the ownership of the home to the buyer and after informing the homeowner of the need for, and benefits of, final stabilization.
- (c) For construction activities on land used for agricultural purposes (e.g. pipeline across crop or range land), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to a surface water and areas which are not being returned to their preconstruction agricultural use must meet the final stabilization conditions of condition (a) above.
- (d) In arid, semi-arid, and drought-stricken areas only, all soil disturbing activities at the site have been completed and both of the following criteria have been met:

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- (1) Temporary erosion control measures (e.g., degradable rolled erosion control product) are selected, designed, and installed along with an appropriate seed base to provide erosion control for at least three years without active maintenance by the operator, and
- (2) The temporary erosion control measures are selected, designed, and installed to achieve 70 percent vegetative coverage within three years.

General Permit – A permit issued to authorize the discharge of waste into or adjacent to water in the state for one or more categories of waste discharge within the geographical area of the state or the entire state as provided by Texas Water Code (TWC) §26.040.

Groundwater Infiltration – For the purpose of this permit, groundwater that enters a municipal separate storm sewer system (including sewer service connections and foundation drains) through such means as defective pipes, pipe joints, connections, or manholes.

High Priority Facilities – High priority facilities are facilities with a high potential to generate stormwater pollutants. These facilities must include, at a minimum, the MS4 operator's maintenance yards, hazardous waste facilities, fuel storage locations, and other facilities where chemicals or other materials have a high potential to be discharged in stormwater. Among the factors that must be considered when giving a facility a high priority ranking are: the amount of urban pollutants stored at the site, the identification of improperly stored materials, activities that must not be performed outside (for example, changing automotive fluids, vehicle washing), proximity to water bodies, proximity to sensitive aquifer recharge features, poor housekeeping practices, and discharge of pollutant(s) of concern to impaired water(s).

Hyperchlorinated Water – Water resulting from hyperchlorination of waterlines or vessels, with a chlorine concentration greater than 10 milligrams per liter (mg/L).

Illicit Connection – Any man-made conveyance connecting an illicit discharge directly to a municipal separate storm sewer.

Illicit Discharge - Any discharge to a municipal separate storm sewer that is not entirely composed of stormwater, except discharges pursuant to this general permit or a separate authorization and discharges resulting from emergency fire-fighting activities.

Impaired Water – A surface water body that is identified on the latest approved CWA §303(d) list as not meeting applicable state water quality standards. Impaired waters include waters with approved or established total maximum daily loads (TMDLs), and those where a TMDL has been proposed by TCEQ but has not yet been approved or established.

Implementation Plan (I-Plan) – A detailed plan of action that describes the measures or activities necessary to achieve the pollutant reductions identified in the total maximum daily load (TMDL).

Indian Country – Defined in 18 USC Section §1151 as: (a) All land within the limits of any Indian reservation under the jurisdiction of the United State (U.S.) Government, notwithstanding the issuance of any patent, and including rights-of-way running through the reservation; (b) All dependent Indian communities within the borders of the U.S. whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a state; and (c) All Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same. This definition includes all land held in trust for an Indian Tribe.

Indicator Pollutant – An easily measured pollutant, that may or may not impact water quality that indicates the presence of other stormwater pollutants.

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Industrial Activity – Any of the ten (10) categories of industrial activities included in the definition of “stormwater discharges associated with industrial activity” as defined in 40 Code of Federal Regulations (CFR) §122.26(b)(14)(i)-(ix) and (xi).

Maximum Extent Practicable (MEP) – The technology-based discharge standard for municipal separate storm sewer systems to reduce pollutants in stormwater discharges that was established by CWA §402(p). A discussion of MEP at it applies to small MS4s is found at 40 CFR §122.34.

MS4 Operator – For the purpose of this permit, the public entity or the entity contracted by the public entity, responsible for management and operation of the small municipal separate storm sewer system that is subject to the terms of this general permit.

Municipal Separate Storm Sewer System (MS4) - A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

- (a) Owned or operated by the U.S., a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over the disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under the CWA §208 that discharges to surface water in the state
- (b) That is designed or used for collecting or conveying stormwater;
- (c) That is not a combined sewer; and
- (d) That is not part of a publicly owned treatment works (POTW) as defined in 40 CFR §122.2.

Non-traditional Small MS4 – A small MS4 that often cannot pass ordinances and may not have the enforcement authority like a traditional small MS4 would have to enforce the stormwater management program. Examples of non-traditional small MS4s include counties, transportation authorities (including the Texas Department of Transportation), municipal utility districts, drainage districts, military bases, prisons and universities.

Notice of Change (NOC) – Written notification from the permittee to the executive director providing changes to information that was previously provided to the agency in a notice of intent.

Notice of Intent (NOI) – A written submission to the executive director from an applicant requesting coverage under this general permit.

Notice of Termination (NOT) – A written submission to the executive director from a permittee authorized under a general permit requesting termination of coverage under this general permit.

Outfall – A point source at the point where a small MS4 discharges to waters of the U.S. and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels, or other conveyances that connect segments of the same stream or other waters of the U.S. and are used to convey waters of the U.S. For the purpose of this permit, sheet flow leaving a linear transportation system without channelization is not considered an outfall. Point sources such as curb cuts, traffic or right-of-way barriers with drain slots that drain into open culverts, open swales or and adjacent property, or otherwise not actually discharging into waters of the U.S. are not considered an outfall

Permittee – The MS4 operator authorized under this general permit.

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Point Source - (from 40 CFR § 122.22) any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

Pollutant(s) of Concern – For the purpose of this permit, includes biochemical oxygen demand (BOD), sediment or a parameter that addresses sediment (such as total suspended solids (TSS), turbidity or siltation), pathogens, oil and grease, and any pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from an MS4. (Definition from 40 CFR § 122.32(e)(3)).

Redevelopment – Alterations of a property that changed the “footprint” of a site or building in such a way that there is a disturbance or equal to or greater than one (1) acre of land. This term does not include such activities as exterior remodeling, routine maintenance activities, and linear utility installation.

Semiarid Areas - Areas with an average annual rainfall of at least ten (10) inches, but less than 20 inches.

Small Municipal Separate Storm Sewer System (MS4) – A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

- (a) Owned or operated by the U.S., a state, city, town, borough, county, district, association, or other public body (created by or pursuant to State Law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under CWA §208;
- (b) Designed or used for collecting or conveying stormwater;
- (c) Which is not a combined sewer;
- (d) Which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR §122.2; and
- (e) Which was not previously regulated under a National Pollutant Discharge Elimination System (NPDES) or a Texas Pollutant Discharge Elimination System (TPDES) individual permit as a medium or large municipal separate storm system, as defined in 40 CFR §§122.26(b)(4) and (b)(7).

This term includes systems similar to separate storm sewer systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. This term does not include separate storm sewers in very discrete areas, such as individual buildings. For the purpose of this permit, a very discrete system also includes storm drains associated with certain municipal offices and education facilities serving a nonresidential population, where those storm drains do not function as a system, and where the buildings are not physically interconnected to a small MS4 that is also operated by that public entity.

Stormwater and Stormwater Runoff – Rainfall runoff, snow melt runoff, and surface runoff and drainage.

Stormwater Associated with Construction Activity – Stormwater runoff from an area where there is either a large construction or a small construction activity.

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Stormwater Management Program (SWMP) – A comprehensive program to manage the quality of discharges from the municipal separate storm sewer system.

Structural Control (or Practice) – A pollution prevention practice that requires the construction of a device, or the use of a device, to capture or prevent pollution in stormwater runoff. Structural controls and practices may include but are not limited to: wet ponds, bioretention, infiltration basins, stormwater wetlands, silt fences, earthen dikes, drainage swales, vegetative lined ditches, vegetative filter strips, sediment traps, check dams, subsurface drains, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins.

Surface Water in the State – Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHW) out 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all water-courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state; except that waters in treatment systems which are authorized by state or federal law, regulation, or permit, and which are created for the purpose of waste treatment are not considered to be water in the state.

Total Maximum Daily Load (TMDL) – The total amount of a substance that a water body can assimilate and still meet the Texas Surface Water Quality Standards.

Traditional Small MS4 - A small MS4 that can pass ordinances and have the enforcement authority to enforce the stormwater management program. An example of traditional MS4s includes cities.

Urbanized Area (UA) – An area of high population density that may include multiple small MS4s as defined and used by the U.S. Census Bureau in the 2000 and the 2010 decennial census.

Waters of the United States – (According to 40 CFR §122.2) Waters of the United States or waters of the U.S. means:

- (a) All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all water which are subject to the ebb and flow of the tide;
- (b) all interstate waters, including interstate wetlands;
- (c) all other waters such as interstate lakes, rivers, streams (including intermittent stream), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds that the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters:
 - (1) Which are or could be used by interstate or foreign travelers for recreational or other purposes.
 - (2) From which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or
 - (3) Which are used or could be used for industrial purposes by industries in interstate commerce;
- (d) All impoundments of water otherwise defined as waters of the United States under this definition;
- (e) Tributaries of waters identified in paragraphs (a) through (d) of this definition;
- (f) The territorial sea; and

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- (g) Wetlands adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs (a) through (f) of this definition.

Waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of CWA (other than cooling ponds as defined in 40 CFR §423.11(m) which also meet the criteria of this definition) are not waters of the United States. This exclusion applies only to manmade bodies of water which neither were originally created in waters of the U.S. (such as disposal area in wetlands) nor resulted from the impoundment of waters of the U.S. Waters of the U.S. do not include prior converted cropland. Notwithstanding the determination of an area's status as prior converted cropland by any other federal agency, for the purposes of the CWA, the final authority regarding CWA jurisdiction remains with EPA.

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1.2 Commonly Used Acronyms

| | |
|--------------|--|
| BMP | Best Management Practice |
| CFR | Code of Federal Regulations |
| CGP | Construction General Permit, TXR150000 |
| CWS | Clean Water Act |
| DMR | Discharge Monitoring Report |
| EPA | Environmental Protection Agency |
| FR | Federal Register |
| IP | Implementation Procedures |
| MCM | Minimum Control Measure |
| MSGP | Multi-Sector General Permit, TXR050000 |
| MS4 | Municipal Separate Storm Sewer System |
| NOC | Notice of Change |
| NOD | Notice of Deficiency |
| NOI | Notice of Intent |
| NOT | Notice of Termination (to terminate coverage under a general permit) |
| NPDES | National Pollutant Discharge Elimination System |
| SWMP | Stormwater Management Program |
| SW3P, | Stormwater Pollution Prevention Plan |
| SWPPP | |
| TAC | Texas Administrative Code |
| TCEQ | Texas Commission on Environmental Quality |
| TPDES | Texas Pollutant Discharge Elimination System |
| TWC | Texas Water Code |

2 Introduction

2.1 Background

The Clean Water Act (CWA) enacted by the United States Congress in 1972 created the U.S. Environmental Protection Agency (EPA) which enforces the act under which it was created. The EPA is required to protect the water quality for natural waters throughout the United States. The intent of the CWA is to reduce or eliminate pollutants from the waters of the U.S., the EPA established the program known as the National Pollutant Discharge Elimination System (NPDES) to identify water pollution sources and eliminate them.

The EPA delegated responsibility for the NPDES program in Texas to the Texas Commission on Environmental Quality (TCEQ) through the issuance of a series of General Permits. These general permits authorize the TCEQ to discharge treated and non-treated water sources to Waters of the United States from traditional point sources, such as wastewater treatment plants and industry. TCEQ is also responsible for minimizing pollution from non-point sources, such as stormwater runoff from construction sites and municipal storm sewer systems (MS4). The authority to regulate non-point sources of pollution was delegated from TCEQ to operators of storm sewer systems through the general permit TXR040000.

On December 13, 2013, TCEQ issued a renewal to the 2007 General Permit TXR040000. Again, in 2019 TCEQ renewed the 2013 General Permit TXR040000 which became effective on January 24, 2019.

2.2 Requirements

The process of applying for coverage under and maintaining conformance to the General Permit begins with submitting a Notice of Intent (NOI) and an updated SWMP no later than **July 23, 2019**.

Included in the SWMP must be a discussion of the schedule by which the City will undertake required actions, including interim milestones and the frequency of the action throughout the permit term. Any remaining BMPs that were fundamental permit requirements that were not completed under the last permit term must remain and be included in the plan. New elements in the program must be completely implemented within five years following permit issuance.

A detailed, comprehensive schedule for the Implementation Program is provided in Appendix of this document.

The SWMP proposes the means to develop, implement, and enforce strategies which are aimed at reductions in the discharge of pollutants to the MEP. General permit requirements reflect the increasing potential and concentrations of pollutants as the population served by an MS4 increases through use of levels of permit requirements. A summary of the permit levels provided under the general permit are provided in **Table 1. The City of Schertz is a Level 2 permittee for the purposes of the 2019 General Permit TXR040000.**

| Permit Level | Population within UA <i>(based on 2010 US Census)</i> |
|--------------|--|
| Level 1 | Less than 10,000 |
| Level 2 | 10,000 but less than 40,000 |
| Level 3 | 40,000 but less than 100,000 |
| Level 4 | 100,000 or greater |

Table 1--Permit levels by population



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The general permit provides seven Minimum Control Measures (MCMs), one of which is optional, while the others have varying requirements based on the permit level:

1. **Public Education, Outreach, and Involvement** – Distribute educational materials, provide presentations to inform citizens about stormwater pollution and/or provide opportunities for citizens to participate in program development and implementation.
2. **Illicit Discharge Detection and Elimination (IDDE)** – Detect and eliminate illicit discharges to the storm system.
3. **Construction Site Stormwater Runoff Control** – Control erosion and sediment in non-municipal construction activities.
4. **Post-Construction Stormwater Management in New Development and Redevelopment** – Control pollutant discharges from new development and redevelopment areas.
5. **Pollution Prevention and Good Housekeeping for Municipal Operations** – Prevent or reduce pollutant runoff from municipal operations.
6. **Industrial Stormwater Sources** – Monitor and regulate as needed pollutants from industrial or commercial sites. **The City of Schertz is not a Level 4 permittee and is not required to include this MCM in the SWMP.**
7. **Authorization for Construction Activities where the Small MS4 is the Site Operator (Optional)** – Allows MS4 operator to seek coverage under TPDES CGP TXR150000 for construction projects. **The City of Schertz will not be seeking approval for this MCM in this permit.**

The City of Schertz must provide a description of the BMPs being used to meet the MCM requirements above. Each BMP must have measurable goals which are clear, specific, and measurable. Where appropriate, BMPs must include a schedule for implementation of the actions described. Further, activities which have a periodic component must also include a frequency of the action to be performed. Compliance with these requirements can be found in **Section 0 Requirement: If** the permittee determines that the small MS4 may discharge the pollutant(s) of concern to an impaired water body without an approved TMDL, the permittee shall ensure that the SWMP includes focused BMPs, along with corresponding measurable goals, that the permittee will implement, to reduce, the discharge of pollutant(s) of concern that contribute to the impairment of the water body.

Recommended Strategy: The City does not currently have a baseline for water quality data. In an effort to provide defensible data on its discharges, the City will seek to comply with this requirement after enough data over varying times of year, wet-dry cycles, and rainfall depths have been collected to make the determination.

Phased Implementation: After obtaining the water quality data, the City will begin determining likely sources and strategies in year 5 of the permit.

Schedule: In year 5 the City will assess which outfalls are sources of the highest discharges of E. Coli in preparation for the next MS4 permitting cycle.

2.2.1 Part II D.4. (b)(1)c.

Requirement: The permittee shall submit an NOC to amend the SWMP in accordance with Part II.E.6 to include any additional BMPs to

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address the pollutant(s) of concern. This requirement does not apply to BMPs implemented to address impaired waters that are listed after permit authorization pursuant to Part II.D.4.

Recommended Strategy: The City does not currently have a baseline for water quality data. In an effort to provide defensible data on its discharges, the City will seek to comply with this requirement after enough data over varying times of year, wet-dry cycles, and rainfall depths have been collected to make the determination.

Phased Implementation: After obtaining the water quality data, the City will begin determining likely sources and strategies in year 5 of the permit.

Schedule: In year 5 the City will assess which outfalls are sources of the highest discharges of E. Coli in preparation for the next MS4 permitting cycle.

2.2.2 Part II D.4. (b)(2)

Requirement: Where the impairment is for bacteria, the permittee shall identify potential significant sources and develop and implement focused BMPs for those sources. The permittee may implement the BMPs listed in Part II.D.4(a)(5) or proposed alternative BMPs as appropriate.

Recommended Strategy: The City will aim to reduce discharges of bacteria through the BMPs listed in this SWMP.

Schedule: Refer to each BMP for the schedule of implementation.

In addition to those requirements set forth above, the City of Schertz drains to impaired stream segments listed in the 2012 Texas Integrated Report Index of Water Quality Impairments (State WQ Report). The stream segments listed in the State WQ Report which receive runoff from the MS4 are: Mid Cibolo Creek (1913), Lower Cibolo Creek (1902), and the Dry Comal Creek (1811A). The Dry Comal is the only stream segment which is in the process of establishing a TMDL iPlan. Compliance with the general permit requirements for stream segments which will have an approved iPlan and those without an approved iPlan can be found in **Section 4 Discharges Directly to Water Quality Impaired Water Bodies with an Approved TMDL (II.D.4.(a))** and **Section Error! Reference source not found. Error! Reference source not found.**, respectively. A map of the cities outfalls, city boundary, watersheds, and 2012 State WQ Report can be found in .

A small portion of the northwest limits of the City of Schertz are within the Transition Zone of the Edwards Aquifer. Though no regulated activities within city limits are expected, the City acknowledges that all Construction Activity that discharges or may potentially discharge from the MS4 within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer must include a Water Pollution Abatement Plan (WPAP) required by Edwards Aquifer Rule (30 TAC Chapter 213) to be included or referenced on all construction stormwater pollution prevention plans.

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2.3 Existing Authority Affecting Permit

The City of Schertz is a chartered home-rule municipality which consists of a Mayor and seven at-large Councilmembers, elected by the people and responsible to the people, and a City Manager, appointed by and responsible to the City Council for proper administration of the affairs of the City. The Mayor and Council enact local legislation, adopt budgets and determine policies. There are various ordinances and codes which support aspects of the SWMP a brief summary of those are found in **Table 2**.

| City of Schertz Codes | | | |
|-----------------------|---------|------------|---------|
| Article | Section | Subsection | Subject |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Table 2--Codes and Ordinances Affecting SWMP

As required by general permit Part III A.3.(a), the City will review existing ordinances and Unified Development Code (UDC) and consider additional ordinances as described in the SWMP.

2.4 Recordkeeping

The City must maintain records which demonstrate compliance with the methods described in the SWMP. This documentation goes beyond that which is required to be submitted in the annual report due each December to the TCEQ, more on the annual report can be found in Section . A brief summary of the documentation required to be maintained is provided below:

- Retain all records, a copy of the TCEQ general permit, and records of all data used to complete the NOI for a period of three years or for the term of the TCEQ permit, whichever is longer;
- Retain a copy of the SWMP and all supporting documentation at a single location accessible to the TCEQ and the public;
- Make the records, including the Notice of Intent (NOI) and SWMP, available to the public if requested to do so in writing. The SWMP must be made available within ten (10) working days following a written request. Other records must be provided in accordance with the Texas Public Information Act;
- The period during which records are required to be kept shall be automatically extended to the date of the final disposition of any administrative or judicial enforcement action that may be instituted against the permittee.

2.5 Notice of Non-Compliance

Any discharge of pollutants which enters the City which may endanger human health or safety, or the environment, in accordance with 30 TAC Chapter 305.125(9), must be reported by the City to the TCEQ. Oral or written notification of the event must be made within 24 hours of the City becoming aware of the issue. A written report must be provided to the TCEQ within five working days. Additionally, the MS4 must promptly submit to TCEQ any facts or information relevant to an NOI, NOT, NOC, or any permit required reporting related to the entity responsible for the discharge.

2.6 Annual Report

The City will submit an annual report to the TCEQ within 90 days of the end of each reporting year which coincides with the last day of the City's fiscal year which is September 30. Therefore, each annual report will be due on December 29 which is the 90th day following September 30. The annual report must address the progress made in the prior year toward implementation of the BMPs which are detailed in this SWMP.

The annual report will include:

1. The annual reporting form which is updated from time-to-time by the TCEQ. The latest form is available at: <https://www.tceq.texas.gov/assistance/water/stormwater/sw-ms4.html>;
2. The status of the compliance with permit conditions, an assessment of the appropriateness of the identified BMPs, progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals. For convenience tables have been provided in Appendix [REDACTED] for ease of reporting;
3. A summary of the results of information collected and analyzed during the reporting period including monitoring data used to assess the success of the program at reducing the discharge of pollutants to the MEP. For convenience tables have been provided in Appendix [REDACTED] for ease of reporting;
4. A summary of the stormwater activities the MS4 operator plans to undertake during the next reporting year;
5. Proposed changes to the SWMP including changes to any BMPs or any identified measurable goals that apply to the program elements. Note, any proposed changes will require a NOC.

2.7 SWMP Changes

The City may desire to modify or change BMPs from time-to-time to reflect the changing conditions under which this permit is managed. Those changes should be made to enhance activities conducted by the City to reduce pollutant discharges. As a result, the general permit makes allowance for these changes through the NOC process.

When considering eliminating a BMP, the list of BMPs by Regulatory Requirement presented in Appendix [REDACTED] must be reviewed to ensure that removal of the BMP will not result in noncompliance for any of the minimum control measures. If the BMP to be eliminated is the only BMP that provides compliance for a specific permit provision, then a new BMP that continues to meet the relevant permit requirement must be added to the SWMP.

A Notice of Change (NOC) must be submitted to the TCEQ for review and approval when changing the SWMP to replace an unsuccessful BMP with an alternative BMP (e.g. replacing a structural BMP with a non-structural BMP). An NOC and TCEQ approval are not required for:

- Adding BMPs
- Replacing a BMP with a BMP that is substantially similar in nature to the BMP
- Making non-substantive changes, such as minor clarifications to the SWMP (for example, updating for department reorganization, minor clarifications of BMPs, or correction of typographical errors)
- Adding or subtracting areas such as by annexation or de-annexation (**DISCLAIMER:** *regardless of requirements to submit an NOC the City should determine if annexation will*

result in a change in permit level through the addition of residents TXR040000 Part II, Section A.5. Additional requirements may apply to satisfy the increase in permit level.)

Specific requirements for SWMP changes and documentation of plan updates involving changes in BMPs, measurable goals, or the implementation schedule can be found in the general permit contained in Appendix .

3 Development of SWMP

City staff from Development Services, Engineering, Public Works, and Administration met in June 2019 to discuss and evaluate the BMPs included in the 2014 SWMP. The first of three meetings was used to evaluate the performance of the BMPs in three specific areas: 1) effectiveness at reducing pollutant discharges; 2) ability to maintain clear documentation toward demonstrating the measurable goal criteria; 3) assessing level of completeness of the BMP. Results of this evaluation can be found on the following pages. The second of the three meetings was used to rank and evaluate the BMPs in an effort to determine if other BMPs would better meet the operating conditions of the City of Schertz. The last meeting was used to finalize the BMPs which became a part of this SWMP and determine a timeline for implementation.

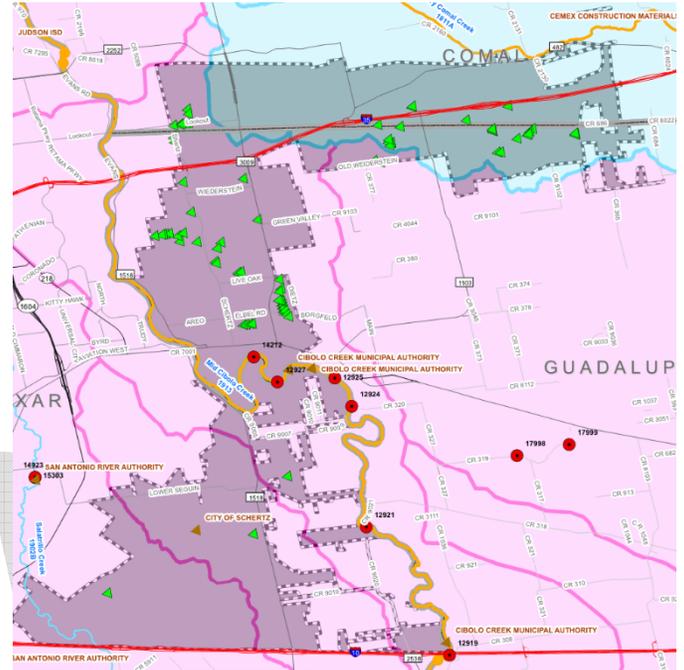
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| BMP | | Status | Evaluation | Include in Proposed Changes | |
|---|---|---------------|--|-----------------------------|---|
| ID | BMP | | | SWMP | and Justification |
| MCM 1 Public Education, Outreach, and Involvement | | | | | |
| 1.1 | Brochures and Fact Sheets | On-going | Difficult to maintain an accurate count of the number of brochures or fact sheets. There are other programs in the City that may be more effective. | NO | Replace BMP to utilize existing PR channels which City has invested in. Namely, Schertz Magazine and utilize utility billing inserts in both electronic and print formats. The audience is wider and the documentation to demonstrate measurable goal criteria is more easily obtained. |
| 1.2 | Speakers to Address Public Groups | On-going | Very time intensive for staff to organize speakers to attend events and public meetings. Additionally, there has been very minimal interest by citizens to attend same. | NO | Remove from SWMP. Eliminate BMP in new SWMP. City will focus the attention on providing greater numbers of presentations to school groups. |
| 1.3 | School Educational Program and Public Service Announcement Planning | On-going | There was limited success with this BMP in the last permit cycle. The feedback was good. | YES | Will look for greater opportunities to give presentations to school groups and increase attendance at those events. |
| 1.4 | Drain Marking | Completed | All existing drains within the City limits have been marked. | NO | Replace BMP to reflect that existing drains have been marked and focus will be on maintaining current stormwater details which include "drains to stream" logo. |
| 1.5 | Questionnaires | Not Completed | The City conducts other city-wide surveys and receives a relatively low percentage of responses. There was limited interest by staff to invest in additional surveys with the suspicion that minimal feedback would be received. | NO | Remove from SWMP. Minimal feedback from other surveys, the financial cost of providing, and administrative burden of preparing surveys is not reflected in a measurable impact in pollutant discharge. |
| 1.6 | NOI and NOC Public Comment | Completed | The City conducted the public hearing and notices as required and had no NOCs. | NO | Remove from SWMP. The public hearing is a requirement and no NOCs are proposed. There are other proposed BMPs which will solicit feedback for changes. |
| 1.7 | Recurring Public Comment | On-going | A copy of the SWMP has been kept at City Hall, The Visitor's Center, Public Works, and the Library. Although we do not receive Public comment we do have it available at our Council meetings. | NO | Change BMP to maintain a copy at the Public Library and start a forum on the City website to solicit review and comment by citizens. Current BMP isn't effective, thought is that by adding electronic comment may gain greater interest. |
| 1.8 | Volunteer Projects | Not Completed | Volunteer organizations did not express an interest in conducting stormwater activities. | NO | Remove from SWMP. |
| MCM 2 Illicit Discharge Detection and Elimination (IDDE) | | | | | |
| 2.1 | Storm Sewer Map | On-going | Current BMP was used to complete mapping of storm sewer system. | YES | Change BMP to reflect the complete existing mapping is complete and that the focus is now on maintaining the map and inventory. |
| 2.2 | Illicit Discharge Detection Plan | On-going | Staff has responded to 311 complaints however, has had difficulty establishing routine inspections. | YES | Change BMP to establish a percentage of the system which will be monitored in a given year. Sampling will be reserved for source tracking if ID are suspected. |
| 2.3 | Illicit Discharge Ordinance | Completed | City adopted ordinances which prohibit illicit discharges. | YES | Change BMP to reflect that staff is establishing a BMP to complete a bi-annual code and ordinance review. IDDE will be a part of the review. |
| 2.4 | Illicit Discharge and Dumping Hotline | On-going | City maintains a 311 hotline for reporting various storm water complaints and concerns. | YES | City will modify evaluation criteria to better depict the documentation which is kept to demonstrate compliance. |

| BMP ID | BMP | Status | Evaluation | Include in SWMP | Proposed Changes and Justification |
|---|--|---------------|---|-----------------|--|
| MCM 3 Construction Site Stormwater Runoff Control | | | | | |
| 3.1 | Technical Manual for Construction Runoff | Completed | Public Works Specifications Manual maintains standard notes and details for storm water pollution prevention. | NO | Change BMP to reflect that criteria has been established. Focus will be on reviewing criteria to make improvements to address issues with current criteria or non-compliance noted during the prior plan year. |
| 3.2 | Site Plan Review Program | Completed | A program for review of erosion control plans as a part of the site permit process has been established. | YES | City will modify evaluation criteria to better depict the documentation which is kept to demonstrate compliance. |
| 3.3 | Construction Site Inspection Program | On-going | Staff have been assigned for completing storm water inspections. | YES | No changes proposed. |
| 3.4 | Construction Stormwater Management Ordinance | Completed | City adopted ordinances which prohibit storm water discharges which include pollutants associated with construction. | YES | Change BMP to reflect that staff is establishing a BMP to complete a bi-annual code and ordinance review. Construction storm water discharges will be a part of the review. |
| 3.5 | Construction Runoff Hotline | On-going | City maintains a 311 hotline for reporting various storm water complaints and concerns. | YES | City will modify evaluation criteria to better depict the documentation which is kept to demonstrate compliance. |
| MCM 4 Post-Construction Stormwater Management in New Development and Redevelopment | | | | | |
| 4.1 | Technical Manual for Post-Construction Runoff | Not Completed | Criteria for post-construction WQ BMPs has not been established. | NO | Remove from SWMP. Eliminate BMP in new SWMP. City will evaluate adoption of additional criteria for certain discharges which contribute to discharges of bacteria and allow or incentivize Low Impact Development (LID) or other forms of Green Infrastructure (GI). |
| 4.2 | Site Review Program for Post-Construction Runoff | Not Completed | Prior SWMP text was duplicative of construction site stormwater BMP 3.2. | YES | Will focus efforts on site plan reviews to incorporate criteria established by BMP 4.1 as appropriate. |
| 4.3 | Long-Term Inspection and Maintenance Plan for Post-Construction Runoff | On-going | | YES | Staff will develop and maintain a list of permitted BMPs and develop a process for inspection following installation. |
| 4.4 | Post-Construction Stormwater Management Ordinance | Completed | City passed ordinance to modify UDC Chapter 13.5 which is called Control of Storm Water Runoff. | YES | Change BMP to reflect that staff is establishing a BMP to complete a bi-annual code and ordinance review. Post-construction storm water discharges will be a part of the review. |
| MCM 5 Pollution Prevention and Good Housekeeping for Municipal Operations | | | | | |
| 5.1 | Municipal Employee Pollution Prevention Manuals | On-going | Public works has developed SOPs for managing discharges of pollutants. Staff is working with other City departments | YES | |
| 5.2 | Municipal Employee Training | In-Process | Public works staff have attended training and been certified however, other department trainings have not yet been conducted. | YES | City will modify evaluation criteria to better depict the documentation which is kept to demonstrate compliance. |
| 5.3 | Sediment Trap Planning | Not Completed | | NO | Remove from SWMP. The investment in providing criteria and the administrative burden of compliance does not result in a measurable impact in pollutant discharge. |
| 5.4 | Trash Trap Planning | Not Completed | | NO | Remove from SWMP. The investment in providing criteria and the administrative burden of compliance does not result in a measurable impact in pollutant discharge. |
| 5.5 | Street Sweeping | On-going | City routinely conducts street sweeping activities. | YES | City will modify evaluation criteria to better depict the documentation which is kept to demonstrate compliance. |

4 Discharges Directly to Water Quality Impaired Water Bodies with an Approved TMDL (II.D.4.(a))

Part II D.4.(b) of the General Permit provides additional permittee requirements for discharges to water quality impaired water bodies without an approved TMDL. Each of the additional requirements are aimed at determining if the discharges from the City are a source of the impairment. Compliance with these requirements can only be completed through obtaining water quality sampling at the outfalls from the City into the impaired stream segments. Those segments are listed below and the watersheds, outfalls, along with the regulated industrial and wastewater point sources are shown in Figure [redacted].



{Insert table of creek segments and impairment}

The City has participated in the planning processes for Watershed Protection Plans (WPP) for both the Cibolo Creek and Dry Comal. The WPP for Cibolo Creek is in draft form and is anticipated to be submitted to TCEQ on _____ and approved by the EPA after comments are addressed on _____. WPPs are developed through input by stakeholders-who represent landowners, businesses, municipalities, elected officials, and residents who live and work within the watershed area. These stakeholder driven processes are used to develop strategies that make sense for the community to identify sources of and reduce pollutant discharges.

WPP Program elements are very similar to that of the MS4 program however are typically combined with more qualitative assessment of WQ either through added sampling or modeling or both. Results of these early qualitative assessments are used to identify potential sources of pollutant loads, then BMPs are identified to target those sources. Those BMPs are discussed in a public form to solicit stakeholder feedback on their appropriateness. Load reduction curves are applied to WQ models to simulate the anticipated reductions in pollutant loading to arrive at an anticipated impact on overall stream health.

WPP participation is voluntary however, it is a method of maintaining local control of the water quality BMPs used to reduce pollutant loads with the goal of delisting an impaired stream. By participating in the WPP BMP strategies a community could avoid the requirements that come with an approved TMDL i-Plan.

| Stream Segment | Listed Impairment |
|------------------------------|-------------------------------------|
| Mid Cibolo (1913_02) | Depressed dissolved oxygen |
| Lower Cibolo Creek (1902_01) | Bacteria |
| Lower Cibolo Creek (1902_02) | Bacteria Impaired fish community |
| Lower Cibolo Creek (1902_03) | Bacteria |
| Dry Comal Creek (1811A_01) | Bacteria |

Table 3--Stream impairments by segment

This SWMP was developed with the intent to comply with the BMPs identified in both WPP's which are appropriate to

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the suburban nature of the City. A summary of the BMPs identified which are appropriate to the City are included in the following sections. Additionally, recommendation

4.1 Dry Comal Creek and Comal River WPP

The WPP for the Dry Comal Creek was approved by the EPA in September 2018. Many of the BMPs are reflective of the rural nature of much of the watershed for the Dry Comal. The few BMP's which are appropriate to the suburban nature of the City follow in Table [redacted]. Note that funding and technical assistance can be provided for these BMPs within the limits of the Dry Comal watershed:

| BMP | Description |
|--|--|
| OSSF | |
| OSSF Education and Assistance Programs | Watershed Partnership will provide education and assistance programs on proper operation and maintenance of OSSFs. |
| Mandatory OSSF Inspection and Maintenance Program | Comal County will be expanding its inspection and identification programs. |
| Stormwater | |
| Stormwater Outreach and Education | Watershed Partnership will educate on FOG and bacteria education through outreach and educational activities targeted to businesses and HOA's. |
| Engineering Analysis of Opportunities for Structural Stormwater BMPs | Retrofitting existing developments with WQ BMPs, stream restoration, and LID projects. |
| Pet Waste | |
| Pet Owner Outreach and Education | Provide education at pet vaccination and adoption centers. Focuses on pet waste as a source of bacteria. |
| Pet Waste Stations | Installation of pet waste stations, limited to City of New Braunfels only. |
| Pet Code Enforcement | Enforcement of existing ordinances which limit pet populations and require owners to collect and dispose of waste, limited to City of New Braunfels. |
| Tailored Pet Solutions | Provisions for adding pet waste stations at private locations where high density pet populations exist (e.g. apartment complex), limited to City of New Braunfels. |

Table 4--Dry Comal WPP BMPs applicable to Schertz

4.1.1 Cibolo Creek Watershed WPP

The WPP for Cibolo Creek is still in development, the information provided within this section was taken from a draft of the WPP dated March 22, 2019. The identification of pollutant sources was completed in 2018 which confirmed that the upstream limits of the Mid Cibolo are the predominate sources of the bacteriological impairment. Much of the focus of the stakeholder meetings was placed on identifying strategies to mitigate the impacts of the urbanization of this portion of the watershed. The strategies developed, though not finalized, follow in Table [redacted]. Note that funding and technical assistance can be provided for these BMPs within the limits of the Dry Comal watershed:

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| BMP | Description |
|--|--|
| Management Measure 3—Identify and repair or replace failing OSSFs | |
| OSSF Education and Assistance Programs | SARA, AgriLife, TWRI will conduct education, training, and training for installers and homeowners. |
| Mandatory OSSF Inspection and Maintenance Program | County's will identify, inspect, and repair OSSF's as funding allows. |
| Feasibility/Programming Extension of Gravity Sewer Service | Municipalities, SARA, and utility districts will identify possibilities for extending gravity sewer service. |
| Management Measure 4—Increase proper pet waste management | |
| Pet Spay/Neuter Subsidies | Municipalities will allow dog and cat owners to have pets spayed or neutered at low or no cost. |
| Pet Code Enforcement | Enforcement of existing ordinances which limit pet populations and require owners to collect and dispose of waste. |
| Pet Waste Stations | Municipalities and HOA's will obtain maintenance, supplies, and pet waste stations (50 stations). |
| Pet Owner Outreach and Education | Provide education on pet waste as a source of bacteria. |
| Management Measure 5—Implement and expand urban and impervious surface stormwater runoff management | |
| Permanent Stormwater BMPs | Identify and install stormwater BMPs as funding becomes available. |
| Green Infrastructure Education | AgriLife/TWRI will deliver education and outreach. |
| Management Measure 6—Manage SSOs and Unauthorized Discharges | |
| Identify sources of SSOs | AgriLife/TWRI and municipalities will develop programs to identify and program replacement of limited capacity and poor condition sanitary sewer collection systems. |
| SSO Outreach and Education | Municipalities and AgriLife/TWRI will provide education on fats, oils, and grease (FOG) disposable wipes, and the causes of SSOs to citizens. |
| Management Measure 7—Planning and Implementation of Wastewater Reuse | |
| Extend Recycled Water | SARA and CCMA will identify and prioritize sites for extension of recycled water service. |
| Management Measure 8—Illicit & Illegal Dumping | |
| Illicit Dumping Education | Counties will develop and deliver education and outreach materials to residents. |

Table 5--Cibolo Creek WPP BMPs applicable to Schertz

4.2 Recommendations to Meet Permit Requirements

4.2.1 Part II D.4. (b)(1)a.

Requirement: Permittee shall determine whether the small MS4 may be source of the pollutant of concern by determining if discharges from MS4 would be likely to contain pollutant of concern at levels of concern.

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Recommended Strategy: The City should begin planning for baseline water quality sampling at regular intervals to determine significant areas or sources of bacteria which is the cause of impairment in both the Dry Comal and the Cibolo Creek.

Phased Implementation: The City will complete an assessment of the locations and frequencies of sampling. Once completed the City will contract with either GBRA or SARA to perform either or both sampling and testing. The results will be logged once the sampling phase has begun and will be reported in the MS4 annual report.

Schedule: Years 1 and 2 of the permit the City will undertake the planning, budgeting, and manpower estimating required to meet this requirement. Years 3 and 4 will be used to catalog the results of the sampling. In year 5 the City will assess which outfalls are sources of the highest discharges of E. Coli in preparation for the next MS4 permitting cycle.

Evaluation:

1. Maintain a copy of the planning and programming report or memorandum (years 1 & 2);
2. Produce a map of testing locations with naming or numbering nomenclature (years 3 through 5);
3. Maintain results of water quality samples indicating location, date, time, temperature, rainfall received, time delivered to testing facility, refrigerated or non, and results in cfu/100 mL (years 3 through 5);
4. Evaluate sample results to determine if the MS4 is a source at a level of concern for further development of BMPs in next annual permitting cycle;

4.2.2 Part II D.4. (b)(1)b.

Requirement: If the permittee determines that the small MS4 may discharge the pollutant(s) of concern to an impaired water body without an approved TMDL, the permittee shall ensure that the SWMP includes focused BMPs, along with corresponding measurable goals, that the permittee will implement, to reduce, the discharge of pollutant(s) of concern that contribute to the impairment of the water body.

Recommended Strategy: The City does not currently have a baseline for water quality data. In an effort to provide defensible data on its discharges, the City will seek to comply with this requirement after enough data over varying times of year, wet-dry cycles, and rainfall depths have been collected to make the determination.

Phased Implementation: After obtaining the water quality data, the City will begin determining likely sources and strategies in year 5 of the permit.

Schedule: In year 5 the City will assess which outfalls are sources of the highest discharges of E. Coli in preparation for the next MS4 permitting cycle.

4.2.3 Part II D.4. (b)(1)c.

Requirement: The permittee shall submit an NOC to amend the SWMP in accordance with Part II.E.6 to include any additional BMPs to address the pollutant(s) of concern. This requirement does not apply to BMPs implemented to address impaired waters that are listed after permit authorization pursuant to Part II.D.4.

Recommended Strategy: The City does not currently have a baseline for water quality data. In an effort to provide defensible data on its discharges, the City will seek to comply with this requirement after enough data over varying times of year, wet-dry cycles, and rainfall depths have been collected to make the determination.

Phased Implementation: After obtaining the water quality data, the City will begin determining likely sources and strategies in year 5 of the permit.

Schedule: In year 5 the City will assess which outfalls are sources of the highest discharges of E. Coli in preparation for the next MS4 permitting cycle.

4.2.4 Part II D.4. (b)(2)

Requirement: Where the impairment is for bacteria, the permittee shall identify potential significant sources and develop and implement focused BMPs for those sources. The permittee may implement the BMPs listed in Part II.D.4(a)(5) or proposed alternative BMPs as appropriate.

Recommended Strategy: The City will aim to reduce discharges of bacteria through the BMPs listed in this SWMP.

Schedule: Refer to each BMP for the schedule of implementation.

5 Minimum Control Measure No. 1 – Public Education, Outreach, and Involvement

All permittees shall develop, implement, and maintain a comprehensive stormwater education and outreach program to educate public employees, businesses, and the general public of hazards associated with the illegal discharges and improper disposal of waste and about the impact that stormwater discharges can have on local waterways, as well as the steps that the public can take to reduce pollutants in stormwater. (Part III B.1.)

5.1 Brochures and Fact Sheets Schertz Magazine & Water Utility Billing

The City produces a magazine, Schertz Magazine, which is sent monthly directly to all residents of Schertz in addition to local businesses. The City will develop various educational and informative articles and/or infographics to illustrate various topics in stormwater. Periodically the articles will focus on sources of bacteria and household and business best practices which reduce those discharges. Some of the information that may be used may come from partnerships with the Dry Comal Watershed Partnership and/or Texas AgriLife, SARA, or Texas Water Resources Institute (TWRI). Additionally, the City will utilize maintain a website for the storm water utility

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operations and post similar articles to those in print. Periodically the City will utilize utility bill inserts in both electronic and paper forms.

Measurable Goals:

1. Schertz Magazine—Monthly article publication
2. Storm Water Website—Annual updates to website with links to EPA resources for homeowners and businesses
3. Utility Billing Inserts—Quarterly

Evaluation:

- Copy of each article published in Schertz Magazine
- Screen capture of the website showing links available
- Copy of utility billing inserts

5.2 School Educational Program

The City will coordinate with the Schertz-Cibolo-Universal City Independent School District to implement an educational program, targeting 4th and 5th grade students. This program will utilize assemblies with targeted information related to the water cycle, sources of pollution, and the consequences of this pollution.

Measurable Goals:

- Develop and distribute outreach materials for 4th and 5th grade students.

Evaluation:

- Track and report the school location, number of students in attendance, and a copy of the presentations given.

5.3 Drain Marking

The City will require new construction to include the storm drain manhole covers with a message such as “No Dumping – Drains to Creek” in the construction process. Additional EPA styled “drains to stream” buttons may be added by a community outreach activity with volunteers and organizations, such as HOAs and student groups. The signage and manhole covers remind the public of the connection between the drain and local waterways. Rainfall runoff can wash soil, yard waste, fertilizer, motor oil, and other contaminants into waterways.

Measurable Goals:

- Use combination of City staff and volunteer organizations to place placards on all inlets installed in the prior year.
- Require contractors to install “drains to stream” logo manholes in new development.

Evaluation:

Record the location, date, existence of plaque, and activity pertaining to each inlet in the document file. {Utilize GIS inventory of accepted infrastructure for installed date as record of drains marked, modify details to meet criteria “drains to stream”}

5.4 Household Hazardous & Bulk Waste Days

The City will coordinate with their solid waste services provider to implement and hold a bi-annual hazardous waste day where residents can drop off household hazardous waste for

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disposal. This can include automotive supplies, paints & solvents, motor oil, unrestricted pesticides, hobby supplies, and household cleaners. Additionally, the City will host a bi-annual bulk waste day to collect items which may otherwise be dumped.

Measurable Goals:

- Collect Household Hazardous Waste on designated dates and report amount of waste collected.
- Collect bulk wastes on designated dates and report amount of waste collected.

Evaluation:

- Track and report the quantity of HHW collected during events.
- Track and report the quantity of bulk waste collected during events.

5.5 Maintain Stormwater Page on City Website

The City will host a storm water focused page on the City website. The SWMP will be posted along with a public comment forum. Additionally, the website will offer an online “report a concern” forum. Where appropriate, updates to the information contained on this site will be made a part of City-wide social media postings.

Measurable Goals:

- Maintain a storm water page on the City website;
- Create an online forum for feedback on SWMP and programs associated with the MS4 permit;
- Utilize social media to post updates on SWMP and programs associated with the MS4 program.

Evaluation:

- Maintain a copy of comments received related to items posted;
- Maintain a memorandum of updates to website made each permit year;
- Maintain a copy of comment received from social media posts, if any;

5.6 Public Notice for Stormwater Management Program Development

Staff will conduct a bi-annual review meeting on various MS4 permitted activities. Any proposed changes or revisions will be brought before a board, commission, or Council as appropriate. A summary of all the public participation activities will be included in an annual report. This will also include any updates or revisions to the SWMP.

Measurable Goals:

- Publish the annual report on the storm water website for review and comment.
- Make annual report available to citizens at the Public Library.
- Post public notice for public meetings related to SWMP activities

Evaluation:

- Maintain minutes from bi-annual staff workshop on SWMP activities;
- Maintain copies of public notices;
- Maintain a record of public comments received.

6 Minimum Control Measure No. 2 – Illicit Discharge Detection and Elimination (IDDE)

All permittees shall develop, implement, and enforce a program to detect, investigate, and eliminate illicit discharges into the small MS4. The program must include a plan to detect and address non-stormwater discharges, including illegal dumping to the MS4 system. (Part III B.2.)

6.1 Storm Sewer Map

The City has completed its inventory of the MS4 outfalls. The current map has been provided in Appendix [REDACTED]. The City will continue to make updates to the map to include other improvements to mapping and inventory in support of other BMPs and the WQ monitoring recommended. The City will evaluate making the mapping available to the public through ArcGIS online.

Measurable Goals:

- Geolocate and inventory inlets and outfalls added through public and private construction each year;
- Evaluate the cost and administrative burden related to providing public access to mapping through ArcGIS online.

Evaluation:

- Maintain log of items added to storm water GIS layers to include location and date added;
- Maintain documentation related to evaluation of ArcGIS online. If not posted online during permit, maintain a current copy of the map at the end of each permit year.

6.2 Field Staff Training

The City will develop a program for informing and training employees in recognizing and reporting illicit discharges and connections to the MS4. The training will include the requirements developed for internal processes in other IDDE BMPs.

Measurable Goals:

- Develop a list of employee positions to be trained on the identification and reporting of illicit discharges and other reporting requirements of the SWMP.
- Develop a training program, including materials and internal reporting forms and procedures.
- Develop a training schedule and conduct training of identified personnel 2 times per year.
- Conduct training for new and additional employees.

Evaluation:

- Maintain a list of dates of training and the names of employees in attendance. The sign-in sheet used for the event satisfies this requirement;
- Maintain a copy of the training materials used during the training event;
- If outside training events are used to satisfy this requirement a completion certificate indicating the name of the event, employee trained, and date of the event for each employee trained in the permit year will satisfy this requirement.

6.3 IDDE Source Tracking SOP

The City will develop a standard of practice (SOP) for the procedures to be used by field staff in determining the source of an illicit discharge. The SOP will identify the authority granted by ordinance to conduct surveys and inspections related to this effort. Additionally, the SOP will identify the contracts or accounting procedures required to obtain WQ samples if required to conduct proper source tracking. SOP procedures could include contact information for support agencies which provide source tracking support. Additionally, the SOP will identify when reporting to TCEQ is required and times limits for reporting. If forms are developed to aid in the process these will be made a part of the SOP.

Measurable Goals:

- Complete an SOP using internal workshops to gain consensus from the MS4 responsible party and the field staff responsible with execution;
- Complete a review of the document with the City Attorney;
- Post the SOP and any formwork developed in the Public Works breakroom;

Evaluation:

- Maintain a current copy of the SOP at the end of each permit year.

6.4 IDDE Source Removal SOP

The City will develop a SOP to remove sources of illicit discharge once sources are identified. The SOP will identify the authority granted by ordinance for removals including procedures for documenting that authority with the property owner. In addition to authority, the schedule for removal from time of source identification will be provided in the SOP. After removal notification requirements and those responsible within the City for performing these tasks will be identified. Further, any documentation requirements before, during, and after source removal will be identified and any formwork developed will be attached to the SOP.

In the event the source is an SSO, a CIP adopted by a board, commission, or authority will satisfy this requirement.

Measurable Goals:

- Complete an SOP using internal workshops to gain consensus from the MS4 responsible party and the field staff responsible with execution;
- Complete a review of the document with the City Attorney;
- Post the SOP and any formwork developed in the Public Works breakroom;

Evaluation:

- Maintain a current copy of the SOP at the end of each permit year.

6.5 OSSF Inspection and Maintenance Program

The City currently contracts with the counties for OSSF approval. The City will review the interlocal agreement in-place with the counties to determine if OSSF inspection and maintenance programs can be developed with the counties. If a program cannot be developed through the county, the City will evaluate developing its own inspection and maintenance program requirements to reduce the potential of discharges of untreated waste to receiving streams.

Measurable Goals:

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- Review ILA with counties to determine if program support for inspections can be added to avoid need for financial or resource impacts to City;
- If necessary, develop an inspection program to include identifying OSSFs within MS4, establishment of fees to cover cost of program, implementation timeframe, needed ordinance authority, and other program execution requirements;

Evaluation:

- Maintain a copy of the current ILA with counties or, as necessary, City policies for OSSF inspections;
- Maintain a copy of inspection reports conducted by permit year within city limits;
- Maintain a copy of re-inspection reports if deficiencies are noted;

6.6 Illicit Discharge Ordinance

The City will review, revise and pass any changes to the ordinance which, to the extent allowable under state and local law, will further identify illicit discharges, prohibit illicit discharges, and establish enforcement procedures for removing the sources of illicit discharges.

Measurable Goals:

- Utilize the Building and Standards Commission to review authorization and code annually;
- Conduct review with City Attorney to monitor compliance with other legislation which may impact authority provided.

Evaluation:

- Maintain any redlines of and adopted resolutions which alter existing authority.

6.7 Illicit Discharge and Dumping Hotline

The City utilizes the “311” system to obtain citizen reporting of community concerns. Currently the “311” staff are trained to enter storm water complaints into the work order tracking system used throughout the City. The City will continue to use this process and maintain documentation of inspections and follow-up inspections to address the concerns received through this system.

Measurable Goals:

- Maintain internal procedures and training for 311 and storm water staff related to documenting concerns received through the hotline, follow-up, and documentation requirements.

Evaluation:

- Maintain a log of the concerns received and the documentation related to inspections performed, follow-up completed, and disposition of the concern (i.e. closed, open, etc.) by permit year.

7 Minimum Control Measure No. 3 – Construction Site Stormwater Runoff Control

All permittees shall develop, implement, and enforce a program requiring operators of small and large construction activities, as defined in Part I of this general permit, to select, install, implement, and maintain stormwater control measures that prevent illicit discharges to the MEP. The program must include the development and implementation of an ordinance or other regulatory

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mechanism, as well as sanctions to ensure compliance to the extent allowable under state, federal, and local law, to require erosion and sediment control. (Part III B.3.)

7.1 Review and Update Criteria for Construction Runoff

The City has developed requirements which are documented in the Public Works Specifications. In conjunction with the bi-annual review of all MS4 programs and requirements staff will review by internal staff to address concerns noted in field.

Measurable Goals:

- Conduct review of criteria on bi-annual basis to ensure criteria results in elimination of construction site pollutant discharges.

Evaluation:

- Maintain copy of minutes from review meetings and a redlined copy of criteria along with adopted revisions by permit year.

7.2 Construction Plan Review Procedures

The City has established criteria for review and permitting of construction activities. As a part of those reviews the permittee is required to submit temporary and permanent erosion control plans (often landscape plans) in order to obtain permit approval. In conjunction with the bi-annual review of all MS4 programs and requirements staff will review by internal staff to address routine comments made during the permit review process.

Measurable Goals:

- Conduct review of criteria on bi-annual basis to ensure criteria results in elimination of construction site pollutant discharges.

Evaluation:

- Maintain copy of minutes from review meetings and a redlined copy of criteria along with adopted revisions by permit year.

7.3 Construction Site Inspection and Enforcement Procedures

The City will develop and implement updated written procedures outlining the inspection and enforcement policies that have been adopted by the Council. The procedures for inspection and enforcement will be developed along with the MS4 responsible party and the field staff responsible for enforcement. The policies will be posted in the Public Works breakroom for review. The field staff assigned to construction site inspection and enforcement compliance will maintain a written record of the time, date, location, and deficiencies noted during inspection. Follow-up inspections will be conducted when deficiencies are noted and written records will be maintained for those inspections as well.

Measurable Goals:

- Update and implement written procedures for inspecting construction sites and enforcement requirements;
- Review ordinances, codes, and regulations in development of policies. If necessary, recommend updates;
- Complete written documentation of inspections and re-inspections, as necessary;

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- Conduct annual training of field staff on policies, procedures, regulations, and authority granted by Council;

Evaluation:

- Maintain a copy of written policies and procedures;
- Maintain a sign-in sheet and a copy of training materials used in annual training;

7.4 Construction Site Inspection and Enforcement Program

The City will conduct inspections of construction sites to determine if there are any conditions which are a threat to water quality, such as: soil erosion potential; site slope; project size and type; sensitivity of receiving waterbodies; proximity to receiving waterbodies; non-stormwater discharges; and past record of non-compliance by the operators of the construction site.

Measurable Goals:

- Conduct inspections of construction sites on a weekly basis and post-rain events;
- Conduct re-inspections of non-compliant construction sites within one week of the note non-compliance;

Evaluation:

- Maintain a copy of inspection reports conducted in each permit year;
- Maintain a copy of re-inspection reports conducted in each permit year;

7.4.1 BMP 3.4: Construction Stormwater Management Ordinance

The City will review, revise and pass any changes to the ordinance which, to the extent allowable under state and local law, will further prohibit construction pollution discharges, and establish enforcement procedures for remedying same discharges.

Measurable Goals:

- Conduct review with City Attorney to monitor compliance with other legislation which may impact authority provided.

Evaluation:

- Maintain any redlines of and adopted resolutions which alter existing authority.

7.5 Construction Runoff Hotline

The City utilizes the “311” system to obtain citizen reporting of community concerns. Currently the “311” staff are trained to enter storm water complaints into the work order tracking system used throughout the City. The City will continue to use this process and maintain documentation of inspections and follow-up inspections to address the concerns received through this system.

Measurable Goals:

- Maintain internal procedures and training for 311 and storm water staff related to documenting concerns received through the hotline, follow-up, and documentation requirements.

Evaluation:

- Maintain a log of the concerns received and the documentation related to inspections performed, follow-up completed, and disposition of the concern (i.e. closed, open, etc.) by permit year.

8 Minimum Control Measure No. 4 – Post-Construction Stormwater Management in New Development and Redevelopment

All permittees shall use, to the extent allowable under state, federal, and local law and local development standards, an ordinance or other regulatory mechanism to address post-construction runoff from new development and redevelopment projects. The permittees shall establish, implement, and enforce a requirement that owners or operators of new development and redeveloped sites design, install, implement, and maintain a combination of structural and non-structural BMPs appropriate for the community and that protects water quality. If the construction of permanent structures is not feasible due to space limitations, health and safety concerns, cost effectiveness, or highway construction codes, the permittee may propose an alternative approach to TCEQ. **(Part III B.4.)**

8.1 Evaluate adoption of Low Impact Development (LID)/Green Infrastructure (GI)

The City will conduct a public comment period via the UDC amendment/update process, conduct internal criteria and financial impact assessment, and provide a memo to the City Manager's office for review. The purpose of this BMP is to begin the process of implementing post-construction BMPs which will limit the discharge of E. Coli and potentially reduce storm water runoff discharge temperatures to address impairments in the Cibolo and Dry Comal Creeks.

Measurable Goals:

- Work internally with staff to develop recommendations and potential implementation strategies in the first year of the permit;
- Present a potential strategy for implementation of LID/GI to Planning & Zoning and Council;
- Based on the feedback received, adjust the implementation and prepare a budgetary and staff impact analysis for submittal to the City Manager by the second year of the permit;
- Submit an NOC for any strategies added and adjust evaluation criteria for success in related categories.

Evaluation:

- Maintain minutes of internal work group meetings related to LID/GI;
- Maintain a copy of the memo provided to the City Manager with recommendations by Staff clearly noted;
- Maintain copy of NOC.

8.2 Post-Construction BMP Permitting & Inspections Criteria Development

The City does not currently have requirements for post-construction BMPs which limit the discharge of E. Coli or TSS. As additional criteria are developed, the City will develop a permitting process for each BMP installed and begin inspecting BMP performance. The City will establish the process and permitting methods and potential penalties for non-compliance.

Measurable Goals:

- Develop permitting methods using modifications to existing permits issued;
- Develop inspection criteria using other field staff inspection criteria and frequencies as a guide;

Evaluation

- Maintain a copy of the permit process developed;
- Maintain a copy of the SOP developed for post-construction BMP inspections.

8.3 Post-Construction Stormwater Management Ordinance

The City will review, revise and pass any changes to the ordinance which, to the extent allowable under state and local law, will further limit post-construction discharges of E. Coli and TSS and establish criteria, procedures, and penalties for remedying same discharges.

Measurable Goals:

- Conduct review with City Attorney to monitor compliance with other legislation which may impact authority provided.

Evaluation:

- Maintain any redlines of and adopted resolutions which alter existing authority.

9 Minimum Control Measure No. 5 – Pollution Prevention and Good Housekeeping for Municipal Operations

All permittees shall develop and implement an operation and maintenance program, including an employee training component that has the ultimate goal of preventing or reducing pollutant runoff from municipal activities and municipally owned areas including but not limited to park and open space maintenance; street, road, or highway maintenance; fleet and building maintenance; stormwater system maintenance; new construction and land disturbances; municipal parking lots; vehicle and equipment maintenance and storage yards; waste transfer stations; and salt/sand storage locations.

9.1 Municipal Facilities and Stormwater Control Inventory

The city will inventory and map city-owned and operated facilities and stormwater controls. The pollutant discharge potential of each facility will be assessed as a part of this inventory.

Measurable Goals:

- Inventory all municipal facilities and stormwater controls.
- Map municipal facilities and stormwater controls inventoried.
- Assess the pollutant discharge potential of each facility.
- Document the results of the assessment.

Evaluation:

- Maintain either through ArcGIS Online or a physical map of municipal facilities and stormwater controls.

9.2 Training and Education

The City will develop and implement an employee training program that addresses stormwater quality issues, pollution prevention, and good housekeeping procedures for city operations.

Measurable Goals:

- Develop a list of departments/divisions and employee positions to be trained in implementing pollution prevention and good housekeeping practices.
- Develop a training program, including materials and internal reporting forms and procedures.
- Develop a training schedule and conduct training of identified personnel.
- Conduct training for new and additional employees.

Evaluation:

- Maintain a sign-in sheet and a copy of training materials used in annual training.

9.3 Contractor Requirements and Oversight

The city will initiate contractual requirements in contracts that require vendors to comply with Pollution Prevention & Good Housekeeping BMPs adopted by the city while working within city limits.

Measurable Goals:

- Work with Purchasing to draft contract provisions that establish contractual requirements for compliance with Pollution Prevention and Good Housekeeping practices and facility-specific stormwater management operating procedures;
- Review requirements with City Attorney;
- Implement contract requirements in new contracts and by amendment to existing contracts.

Evaluation:

- Maintain a copy of the current vendor contract.

9.4 City Operations Assessment

Evaluate operations and maintenance (O&M) activities for potential to discharge pollutants.

Measurable Goals:

- Evaluate pavement repair and maintenance operations.
- Develop procedures and documentation for inspection of pollution prevention measures at city-owned facilities.
- Perform inspections of pollution prevention measures at city owned and operated facilities.

Evaluation:

- Maintain a copy of SOPs developed to prevent discharge of pollutants from hazardous materials. When MSDS sheets include spill prevention or containment procedures, these may be used in lieu of specific SOP development.

9.5 Provide City Vehicle Washing Areas that are Served by Appropriate BMPs

The City generates several sources of potentially highly polluted discharges which include: emergency response vehicle washing, vacuum truck cleaning, and street sweeping waste. These discharges should be directed into a grit and oil water separator before being discharged to the sanitary sewer for treatment. The City will evaluate the ability to utilize regionalized facilities with other entities, construction of City only facilities, or a combination of smaller facilities combined with commercial vehicle washing solutions for emergency vehicles. The financial impact and amount of waste generated will be assessed.

Measurable Goals:

- Develop a list of departments which require a facility;
- Work with surrounding public entities to see if shared facilities would be possible;
- Determine cost and location of facilities;
- Enter into agreements, where appropriate, for commercial washing services.

Evaluation:

- Maintain a copy of the programming report developed which addresses need, cost, location, and alternatives with associated costs. The programming report must contain a recommendation for compliance with this requirement.

9.6 Street Sweeping

The city presently operates a program of street sweeping for streets of each classification. The city will continue the street sweeping program to reduce accumulations of sediment and litter on city streets.

Measurable Goals:

- Continue sweeping up to all public streets each year.

Evaluation:

- Maintain mileage logs showing odometer readings, street segments, dates, and times for the permit year.

10 Minimum Control Measure No. 6 – Industrial Stormwater Sources

This MCM would identify and control pollutants in stormwater discharges to the small MS4 from the landfills; other treatment, storage, or disposal facilities for municipal waste (for example transfers stations and incinerators); hazardous waste treatment, storage, disposal, and recovery facilities and facilities that are subject to Emergency Planning and Community Right-to-Know Act (EPCRA) Title III, Section 313; and any other industrial or commercial discharge the permittee determines are contributing a substantial pollutant load to the small MS4. However, this MCM is not required for a Level 2 small MS4 and **the city has elected not to use this MCM**. The City does have in place ordinances that allow for the enforcement of monitoring on all sites discharging to the small MS4 and ability to reasonably inspect these same sites.

If the City elects to implement this MCM in the future a NOC would have to be submitted notifying the executive director of the change. Since the city elects no to implement this

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MCM, no documentation will be retained unless required under MCM No. 2: Illicit Discharge Detection and Elimination (IDDE).

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Appendix A—Implementation Schedule

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Appendix B—Implementation Schedule

DRAFT

Headquarters

2925 Briarpark Drive
Suite 400
Houston, TX 77042
713.266.6900

Info@lan-inc.com

Texas

Austin
College Station
Corpus Christi
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Houston
San Antonio
San Marcos
Waco

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CITY COUNCIL MEMORANDUM

City Council Meeting: July 9, 2019

Department: Planning & Community Development

Subject: Ordinance No. 19-S-15 - Conduct a public hearing and consideration and/or action approving an Ordinance to approve a Specific Use Permit to allow an Automobile Repair, Major land use on approximately 1.5 acres of land generally located 1500 feet south of the intersection between IH-35 and FM 1103, more specifically described as 5702 FM 1103, City of Schertz, Guadalupe County, Texas. (B. James/L. Woods/N. Koplyay) *First Reading*

BACKGROUND

The proposed Mark Roberts Subdivision IV Lot 1, Block 1 is a 1.5 acre tract of land that is currently undeveloped, and the applicant is proposing to utilize this portion of the property as an automotive repair commercial business by requesting this Specific Use Permit. The remainder of the approximately 3 acre tract of land, the proposed Mark Roberts Subdivision IV Lot 2, Block 1, is already developed as a retail commercial business. The entire 3 acre property is currently zoned General Business District (GB).

The public hearing notice was published in the San Antonio Express News on June 19, 2019. Twenty-five (25) public hearing notices were mailed to surrounding property owners within two hundred (200) feet of the subject property on May 31, 2019 in preparation of the Planning & Zoning Commission meeting that took place on June 12, 2019. At the time of this report, Staff has received one response neutral to, one response in favor of, and five responses opposed to the project. The residents in opposition of the project have cited concerns regarding potential noise, increased traffic, and reduction of the natural green space surrounding their properties due to this development.

The following representatives were in attendance at the June 12, 2019 Planning and Zoning Commission Public Hearing:

- Mark Roberts, Roberts Properties, Inc., Applicant

GOAL

The proposed Specific Use Permit is to allow an Automobile Repair, Major land use on approximately 1.5 acres of land, located at 5702 FM 1103.

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

Impact on Adjacent Development:

The Schertz Comprehensive Land Use Plan, via the Future Land Use Map, identifies this area as single-family residential. This land use designation is intended to have a mix of residential uses, as well as limited commercial development that would support the daily activities of the adjacent residential areas. An automotive repair major land use would be classified as a commercial business that would

help serve the surrounding residential neighborhoods, and therefore the proposed Automotive Repair, Major land use is in general conformance with the Comprehensive Plan.

The proposed Automotive Repair, Major land use is also conformance with the existing conditions of the area due to the subject property's access to a principal arterial roadway and the commercial zoning designation of the adjacent properties. The subject property is currently surrounded by a retail commercial business, a principal arterial roadway, and a vacant single-family residence. Even though there are single-family residential neighborhoods in the surrounding areas, all the properties directly adjacent to the subject property are zoned General Business District (GB). The subject property is also located on FM 1103, which is classified as a principal arterial roadway by the Schertz Master Thoroughfare Plan (MTP). Principal arterial roadways provide the predominant passageways through the urbanized portions of the community and connect to the regional freeway network; the primary function of the principal arterial roadways is throughput, rather than individual access, and they are built to accommodate higher volumes and levels of mobility. The subject property's access onto a principal arterial roadway is germane to the development of the site, because principal arterials are not designed to provide direct, individual access to single-family residences; the subject property's proximity to a principal arterial indicates that the development of the property as a commercial business is appropriate.

Due to the subject property's location on a principal arterial roadway designated for high traffic, and the commercial zoning classification of all adjacent properties, the proposed Specific Use Permit to allow an Automotive Repair, Major land use would not have a major adverse impact on the adjacent development.

Conceptual Site Plan:

The applicant is proposing to construct an approximately 9,000 square foot building to utilize as an automobile repair commercial business on the approximately 1.5 acre tract of land.

- **Architectural Standards:** Schertz Unified Development Code (UDC) Sec. 21.9.5 Exterior Construction and Design Standards requires all non-residential buildings to comply with the exterior building material requirements, glazing requirements, and architectural feature requirements. The proposed automotive repair commercial business elevations meet all of these regulations; the building will be constructed with a combination of stone, stucco, and tile that consists of at least 80% of each façade excluding doors and windows, the eastern façade will include at least 30% glass doors and windows, and the building also complies with the minimum required horizontal and vertical articulations.
- **Parking:** The proposed parking areas meet all current regulations within UDC Article 10 Parking Standards. The site will provide forty-three (43) parking spaces sized ten feet (10') x twenty feet (20'), of which two (2) will be designated as handicapped parking only.
- **Screening requirements:** The site has satisfied the minimum screening requirements for the location of the subject property, including vehicular use area screening and trash receptacle screening. The masonry wall required for commercial properties adjacent to residential properties is not applicable along the southern border of the property because the adjacent property is no longer a single-family residence. The adjacent property is zoned General Business District (GB), which resulted in the single-family residence as a legal, nonconforming land use; however, the residence has been vacant for longer than six months. According to UDC Article 7, Nonconforming Uses, Lots, and Structures, a nonconforming use or structure shall be deemed abandoned if the use ceases to operate or the structure remains vacant for a continuous period of 180 calendar days. The adjacent property no longer has the ability to legally remain a single-family residence, therefore the screening requirement for commercial properties adjacent to residential properties does not apply in this specific case.
- **Lighting and glare standards:** The applicant will be responsible for complying with UDC Sec.

21.9.11 Lighting and Glare Standards at the time of building permits.

- Landscaping: The proposed site plan meets all requirements outlined in UDC Sec. 21.9.7 Landscaping. The proposed total landscaped area on the subject property is 39% and the applicant is proposing to plant 18 total trees, which meets the minimum requirements outlined in UDC Sec. 21.9.7.E Landscape Installation Required. The submitted tree preservation and mitigation plan shows that the applicant meets all requirements outlined in UDC Sec. 21.9.9.C.3 Minimum Preservation. The applicant is proposing to plant seven (7) trees along FM 1103, which complies with the requirement of 1 tree planted per twenty linear feet (20') of street frontage along principal and secondary arterials, outlined in UDC Sec. 21.14.3 Additional Design Requirements. The applicant will also fully comply with UDC Sec. 21.9.7.H Parking Area Landscaping by planting one tree every twelve (12) parking spaces and at the terminus of all rows of parking.
- Access and circulation: The site will be provided access through an existing driveway on FM 1103. A variable width ingress/egress easement will be established via platting so that both lots in the proposed Mark Roberts Subdivision IV will have access to the shared driveway.

Conditions of the Requested Specific Use Permit:

The proposed Automotive Repair, Major land use will be subject to provisions of the Unified Development Code (Ordinance 11-S-15, as amended). Additionally, the Specific Use Permit will be conditioned upon the following occurring:

- a. A building permit is approved within one year of the adoption of the SUP ordinance; and
- b. The use begins operation within two years of the issuance of the necessary building permit(s); and
- c. The Texas Department of Transportation (TxDOT) approves the Storm Water Management Plan.

A Specific Use Permit allows for discretionary City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this UDC. Approval of a specific use permit authorizes a property owner to submit subsequent development applications consistent with the approved Specific Use Permit.

FISCAL IMPACT

None

RECOMMENDATION

The Planning and Zoning Commission conducted a public hearing on June 12, 2019 and offered a recommendation of approval by unanimous vote. Due to the subject property's location on a principal arterial roadway designated for high traffic, and the commercial zoning classification of all adjacent properties, the proposed Specific Use Permit to allow an Automotive Repair, Major land use would not have a major adverse impact on the adjacent development. Therefore, Staff recommends approval of the requested Specific Use Permit to allow an Automotive Repair, Major land use with the above outlined conditions.

Attachments

Ordinance 19-S-15

Ordinance 19-S-15 Exhibit A

Aerial Map

Public Hearing Notice Map

Citizen Responses

SUP Exhibit

ORDINANCE NO. 19-S-15

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOTIVE REPAIR, MAJOR LAND USE ON APPROXIMATELY 1.5 ACRES OF LAND GENERALLY LOCATED 1500 FEET SOUTH OF THE INTERSECTION BETWEEN IH-35 AND FM 1103, MORE SPECIFICALLY DESCRIBED AS 5702 FM 1103, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application for Specific Use Permit to allow an *Automotive Repair, Major* land use at 5702 FM 1103, more particularly described in Exhibit A attached hereto and incorporated herein by reference, (hereinafter, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.5.11.E. provides for certain conditions to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on a requested specific use permit (the “Conditions”); and

WHEREAS, on June 12, 2019, the Planning and Zoning Commission conducted a public hearing and, after considering the Conditions, hereby makes a recommendation of approval of a Specific Use Permit for an *Automotive Repair, Major* land use; and

WHEREAS, on July 9, 2019, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested Specific Use Permit be approved as provided for herein.

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

Section 1. A Specific Use Permit for 5702 FM 1103, more particularly described in the attached Exhibit A, is hereby approved to allow an *Automotive Repair, Major* land use conditioned upon the following occurring:

- a) A building permit is approved within one year of the adoption of this ordinance; and
- b) The use begins operation within two years of the issuance of the necessary building permit(s).
- c) The Texas Department of Transportation (TxDOT) approves the Storm Water Management Plan.

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

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

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

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

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

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

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

Approved on first reading the 9th day of July, 2019.

PASSED, APPROVED AND ADOPTED on final reading the 23th day of July, 2019.

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)

Exhibit A "The Property"

LOT 1
RV PARK
ZONING: GB
PROPERTY ID #37970
RANCHO VISTA
CAMPGROUND
SUBDIVISION
BSHJ, LLC
F.M. 1103
5/11-A P.R. (DOC #2016018712 O.P.R.)
(2,000 ACRES)

RV PARK
ZONING: GB
PROPERTY ID #21092
BSHJ, LLC
F.M. 1103
(DOC #2016018712 O.P.R.)
(2,000 ACRES)

LOT 31
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #130475
WENDY NICOLE TAURIN JEROD MOSBY
741 HOLLOW RIDGE
2808/0987 O.P.R.

LOT 32
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #130476
STEPHEN J. DIMANDO, JR.
737 HOLLOW RIDGE
2828/472 O.P.R.

LOT 33
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #130477
ROY & PATTI RAGSDALE
733 HOLLOW RIDGE
DOC. #2015017602 O.P.R.

LOT 34
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #130478
VALERIE CHAPMAN & ALBERT J.
ARRIAGA
729 HOLLOW RIDGE
2842/719 O.P.R.

LOT 35
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #130479
RUSTY E. & TERRI L. CHRISTON
725 HOLLOW RIDGE
DOC. #2017019834 O.P.R.

LOT 36
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #130480
ALFRED & KELLY E. KRUEGER
721 HOLLOW RIDGE
2864/676 O.P.R.

LOT 37
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #130481
PAUL A. KILGALLON
717 HOLLOW RIDGE
2840/795 O.P.R.

RETAIL
ZONING: GB
PROPERTY ID #63866
D. & K. PROPERTIES, LTD.
5710 F.M. 1103
(1489/643 O.P.R.)
(1.377 ACRES)

2.944 ACRES
OUT OF A
2.996 ACRE TRACT 1489/643 O.P.R.
SAVE AND EXCEPT
0.058 ACRE
DOC. NO. 2017020183 COUNTY
CLERKS OFFICE

VACANT LAND
ZONING: GB
PROPERTY ID #63868
D. & K. PROPERTIES, LTD.
5702 F.M. 1103
(1489/643 O.P.R.)
(1.567 ACRES)

EXISTING ZONING
GROSS ACREAGE=1.567
NET ACREAGE=1.567

PROPOSED LAND USE: AUTOMOTIVE REPAIR, MAJOR

SINGLE FAMILY RESIDENCE
ZONING: GB
PROPERTY ID #63858
MICKEY RAMEY BOUBEL
5648 F.M. 1103
(4212/106 O.P.R.)
(3,000 ACRES)

LOT 1
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #126059
HESKETH L. & CONSTANCE P. BROWNE
5101 TIMBER SPRINGS
DOC. #2015013094 O.P.R.

LOT 2
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #126060
JACOB & DOLORES V. GUTTIER
5105 TIMBER SPRINGS
3105/283 O.P.R.

LOT 3
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #126061
MICHAEL & ESTER A. MARTINEZ
5109 TIMBER SPRINGS
3160/681 O.P.R.

LOT 4
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #126062
CARLOS M. & DIANA MARTINEZ
5113 TIMBER SPRINGS
3166/723 O.P.R.

LOT 5
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #126063
CHRISTINE M. WHITE
5117 TIMBER SPRINGS
3151/981 O.P.R.

LOT 6
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #126064
JERRY & GALE CARTER
5121 TIMBER SPRINGS
DOC. #2015011235 O.P.R.

LOT 7
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #126065
PATRICIA F. HEIL
5125 TIMBER SPRINGS
DOC. #2015011401 O.P.R.

LOT 8
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #129171
HERBERT D. MURPHY
5129 TIMBER SPRINGS
DOC. #2015010247 O.P.R.

LOT 9
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #129172
DANIEL J. & JANICE PRATHER
5133 TIMBER SPRINGS
4240/497 O.P.R.



OWNER:
D. & K. PROPERTIES, LTD.
5710 F.M. 1103
CIBOLO, TEXAS 78108
PHONE NO. (210) 945-4575

APPLICANT:
ROBERTS PROPERTIES, INC.
1000 F.M. 3009
SCHERTZ, TEXAS 78154
(120) 316-2573



SCALE: 1" = 30'

NOTE:
BEARINGS SHOWN ARE BASED ON THE DEED OF A
0.058 ACRE TRACT RECORDED IN DOCUMENT NO.
2017020183 OF THE OFFICIAL PUBLIC RECORDS OF
GUADALUPE COUNTY, TEXAS

LEGEND

123/123 VOLUME/PAGE
P.R. PLAT RECORDS OF
GUADALUPE COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF
GUADALUPE COUNTY, TEXAS

FLOODPLAIN NOTE:
ACCORDING TO FLOOD INSURANCE RATE MAP,
PANEL 48187C-0230E, DATED NOVEMBER 2, 2007,
THE PROPERTY IS LOCATED IN ZONE "X" AND IS
NOT WITHIN THE 100-YEAR FLOODPLAIN.

5702 F.M. 1103
SCHERTZ, TEXAS 78154
1.567 ACRES

BEING 1.567 ACRES OF LAND SITUATED
IN THE RAFAEL GARZA SURVEY NO. 98,
CITY OF SCHERTZ, GUADALUPE COUNTY,
TEXAS, AND BEING OUT OF A 2.996
ACRE TRACT RECORDED IN VOLUME 1489,
PAGE 643, OFFICIAL PUBLIC RECORDS OF
GUADALUPE COUNTY, TEXAS; SAVE &
EXCEPT A 0.058 ACRE TRACT OF LAND
CONVEYED TO THE STATE OF TEXAS BY
DEED RECORDED IN DOCUMENT NO.
2017020183, OFFICIAL PUBLIC RECORDS
OF GUADALUPE COUNTY, TEXAS

REVISED: 3/4/19

| NO | DATE | COMMENTS |
|----|------|----------|
| | | |
| | | |
| | | |
| | | |

DYE ENTERPRISES
ENGINEERS - SURVEYORS - PLANNERS
STATE REGISTRATION #00857500
TX-PL-10000000000000000000
4047 STAHL ROAD, SUITE #3
SAN ANTONIO, TEXAS 78217
FAX (210) 598-4191

TOTAL TRUE AUTOMOTIVE #2
SPECIFIC USE PERMIT EXHIBIT
CITY OF SCHERTZ, COUNTY OF GUADALUPE, STATE OF TEXAS

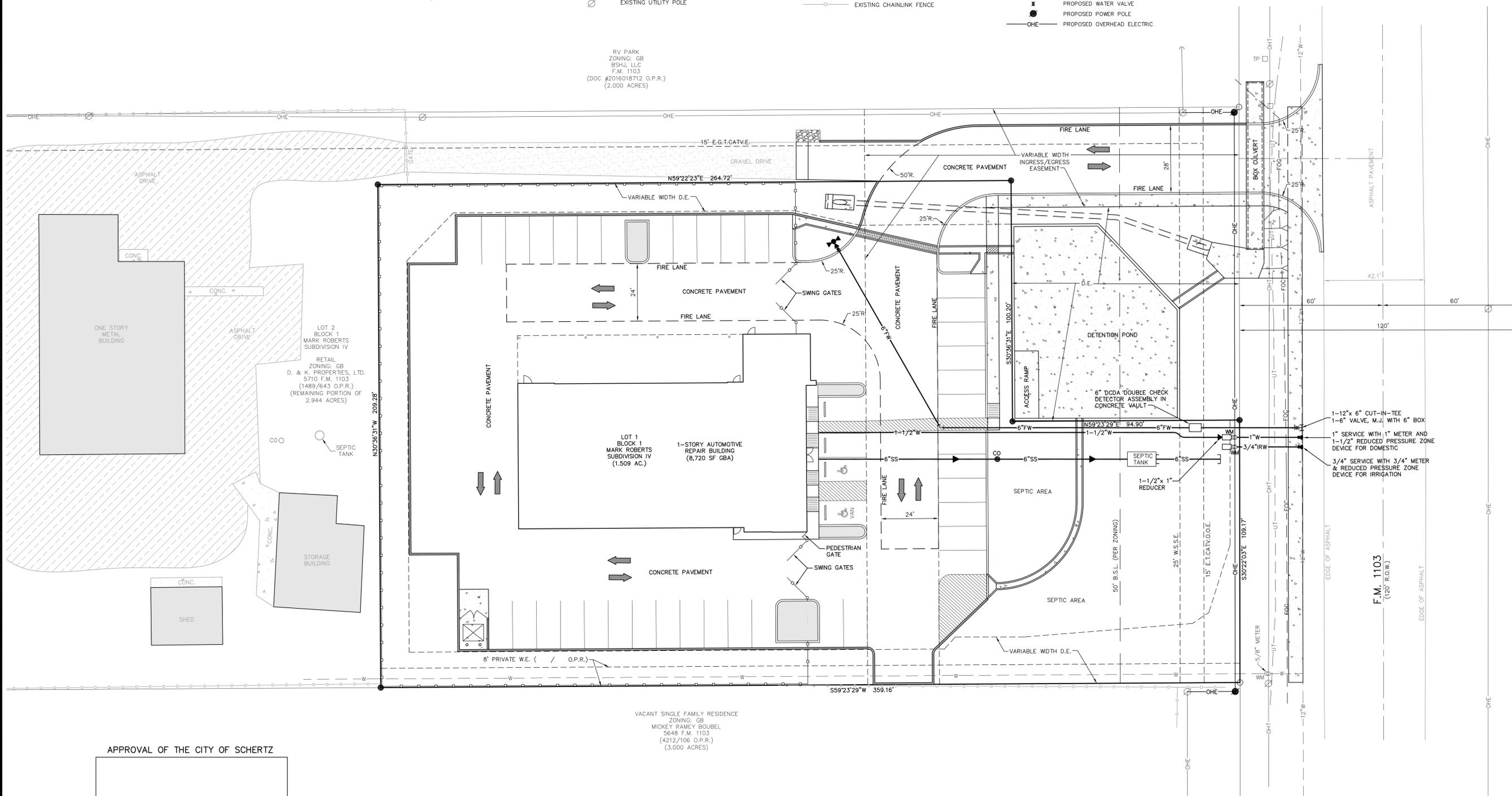
DRAWN BY: D.S.D./M.J.W.
CHECKED BY: D.S.D.
DATE: 10-12-2018
PROJECT NO: 180009-05



NOTE:
BEARINGS SHOWN ARE BASED ON THE DEED OF A
0.058 ACRE TRACT RECORDED IN DOCUMENT NO.
2017020183 OF THE OFFICIAL PUBLIC RECORDS OF
GUADALUPE COUNTY, TEXAS

- LEGEND**
- SET 1/2" STEEL REBAR WITH YELLOW CAP MARKED "DYE ENT SATX"
 - FOUND 1/2" STEEL REBAR W/CAP MARKED "RPLS 4020" (UNLESS OTHERWISE NOTED)
 - 8600/24 VOLUME/PAGE
 - P.R. PLAT RECORDS OF GUADALUPE COUNTY
 - O.P.R. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY
 - D.E. DRAINAGE EASEMENT
 - W.E. WATER EASEMENT
 - W.S.S.E. WATER & SANITARY SEWER EASEMENT
 - E.T.CATV.E. ELECTRIC, TELEPHONE, & CABLE T.V. EASEMENT
 - E.T.CATV.O.O.E. ELECTRIC, TELEPHONE, & CABLE T.V. OVERHANG ONLY EASEMENT
 - EXISTING UTILITY POLE
 - EXISTING GUYWIRE
 - OHE— EXISTING OVERHEAD ELECTRIC
 - OHT— EXISTING OVERHEAD TELEPHONE LINE
 - UT— EXISTING UNDERGROUND TELEPHONE LINE
 - FOC— EXISTING UNDERGROUND FIBER OPTIC LINE
 - SS— EXISTING SEPTIC LINE
 - W— EXISTING WATER LINE
 - ⊗ EXISTING FIRE HYDRANT
 - WV ⊗ EXISTING WATER VALVE
 - WM ⊗ EXISTING WATER METER
 - CO ○ EXISTING SANITARY SEWER CLEANOUT
 - TP □ EXISTING TELEPHONE PEDESTAL
 - EXISTING CHAINLINK FENCE
 - EXISTING SMOOTH WIRE FENCE
 - EXISTING WOOD FENCE
 - TRAFFIC FLOW ARROW
 - ▭ PROPOSED CONCRETE
 - ▬ PROPOSED CONCRETE CURB
 - ▬ PROPOSED CONCRETE WHEEL STOP
 - SS— PROPOSED SANITARY SEWER LINE
 - FW— PROPOSED FIRE WATER LINE
 - W— PROPOSED POTABLE WATER LINE
 - IRW— PROPOSED IRRIGATION WATER LINE
 - WM ⊗ PROPOSED WATER METER
 - ⊗ PROPOSED FIRE HYDRANT
 - ⊗ PROPOSED WATER VALVE
 - ⊗ PROPOSED POWER POLE
 - OHE— PROPOSED OVERHEAD ELECTRIC

R.V. PARK
ZONING: GB
BSHU, LLC
F.M. 1103
(DOC #2016018712 O.P.R.)
(2.000 ACRES)



LOT 2
BLOCK 1
MARK ROBERTS
SUBDIVISION IV
RETAIL
ZONING: GB
D. & K. PROPERTIES, LTD.
5710 F.M. 1103
(1489/643 O.P.R.)
(REMAINING PORTION OF
2.944 ACRES)

LOT 1
BLOCK 1
MARK ROBERTS
SUBDIVISION IV
(1.509 AC.)
1-STORY AUTOMOTIVE
REPAIR BUILDING
(8,720 SF GBA)

VACANT SINGLE FAMILY RESIDENCE
ZONING: GB
MICKEY RAMEY BOUBEL
5648 F.M. 1103
(4212/106 O.P.R.)
(3.000 ACRES)

F.M. 1103
(120' R.O.W.)

APPROVAL OF THE CITY OF SCHERTZ



5702 F.M. 1103
SCHERTZ, TEXAS 78154
MARK ROBERTS
SUBDIVISION IV
LOT 1, BLOCK 1
1.509 ACRES/65,732 S.F.

DYE ENTERPRISES
ENGINEERS - SURVEYORS - PLANNERS
STATE REGISTRATION #00857500
TOP SURVEYING REGISTRATION #00857500
4047 STAHL ROAD, SUITE #3
SAN ANTONIO, TEXAS 78217
PHONE: (210) 598-4191
FAX: (210) 598-4191
WWW.DYE-ENTR.COM

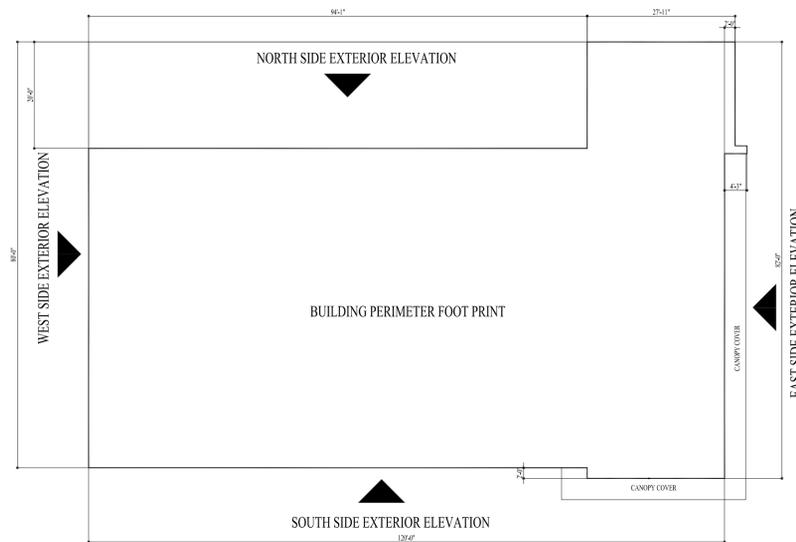
TOTAL TRUE AUTOMOTIVE #2 - 5702 F.M. 1103
MARK ROBERTS SUBDIVISION IV - LOT 1
UTILITY PLAN

CITY OF SCHERTZ, COUNTY OF GUADALUPE, STATE OF TEXAS

DRAWN BY: D.S.D./M.J.W.
CHECKED BY: D.S.D.
DATE: 05-17-2019
PROJECT NO: 180009-04

SHEET
2 of 6

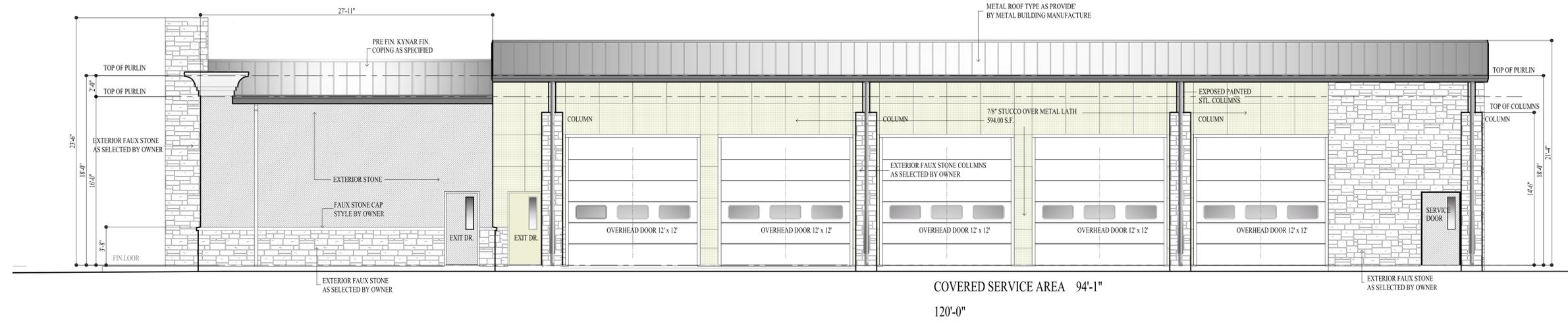
| NO. | DATE | COMMENTS |
|-----|------|----------|
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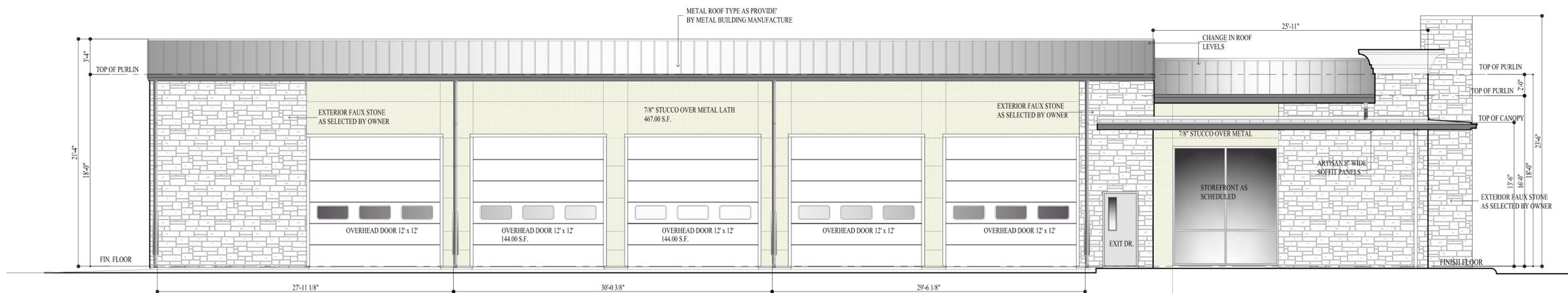
| BUILDING DESIGN CATEGORY | | COMMERCIAL |
|--|--|--|
| TOTAL BUILDING FACADE | | 8,173 S.F. |
| ELEVATION FACADE AREA | | North 2,386 S.F. South 2,357 S.F. East 2,152 S.F. West 1,278 S.F. |
| AREA OF WINDOWS & GLASS DOORS | | North 0 S.F. South 112 S.F. East 582 S.F. West 0 S.F. |
| ELEVATION FACADE AREA EXCLUDING WINDOWS AND GLASS DOORS | | North 1,619 S.F. South 1,504 S.F. East 1,270 S.F. West 1,278 S.F. |
| TOTAL SQUARE FOOTAGE OF EACH BUILDING MATERIAL | | Stone 2,191 S.F. Stucco 2,303 S.F. Tile 1,070 S.F. Other 107 S.F. |
| LIST AND PROVIDE THE SQUARE FOOTAGE OF EACH MATERIAL OF EACH ELEVATION | | SEE CHART |

| | TOTAL | STONE | STUCCO | TILE | OTHER | DOORS | GLAZING |
|---|------------|----------|----------|----------|---------|----------|----------------|
| NORTH FACADE | 2,386 S.F. | 564 S.F. | 572 S.F. | 483 S.F. | ---- | 767 S.F. | ---- |
| TOTAL MATERIAL EXCLUDING DOOR AND WINDOWS | | | | | | | |
| 1,619 S.F. = 68% | | | | | | | |
| SOUTH FACADE | 2,357 S.F. | 773 S.F. | 688 S.F. | ---- | 43 S.F. | 741 S.F. | 112 S.F. |
| TOTAL MATERIAL EXCLUDING DOOR AND WINDOWS | | | | | | | |
| 1,504 S.F. = 63% | | | | | | | |
| EAST FACADE | 2,152 S.F. | 442 S.F. | 534 S.F. | 230 S.F. | 64 S.F. | ---- | 582 S.F. = 27% |
| TOTAL MATERIAL EXCLUDING DOOR AND WINDOWS | | | | | | | |
| 1,270 S.F. = 59% | | | | | | | |
| WEST FACADE | 1,278 S.F. | 412 S.F. | 509 S.F. | 357 S.F. | ---- | ---- | ---- |
| TOTAL MATERIAL EXCLUDING DOOR AND WINDOWS | | | | | | | |
| 1,278 S.F. = 100% | | | | | | | |

3 KEY PLAN
SCALE: 1/16" = 1'-0"



2 NORTH SIDE EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



1 SOUTH SIDE EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"

405 N. ST. MARY'S ST.
SUITE 105
SAN ANTONIO, TEXAS 78205
(210) 824-1435 / fax 826-7454

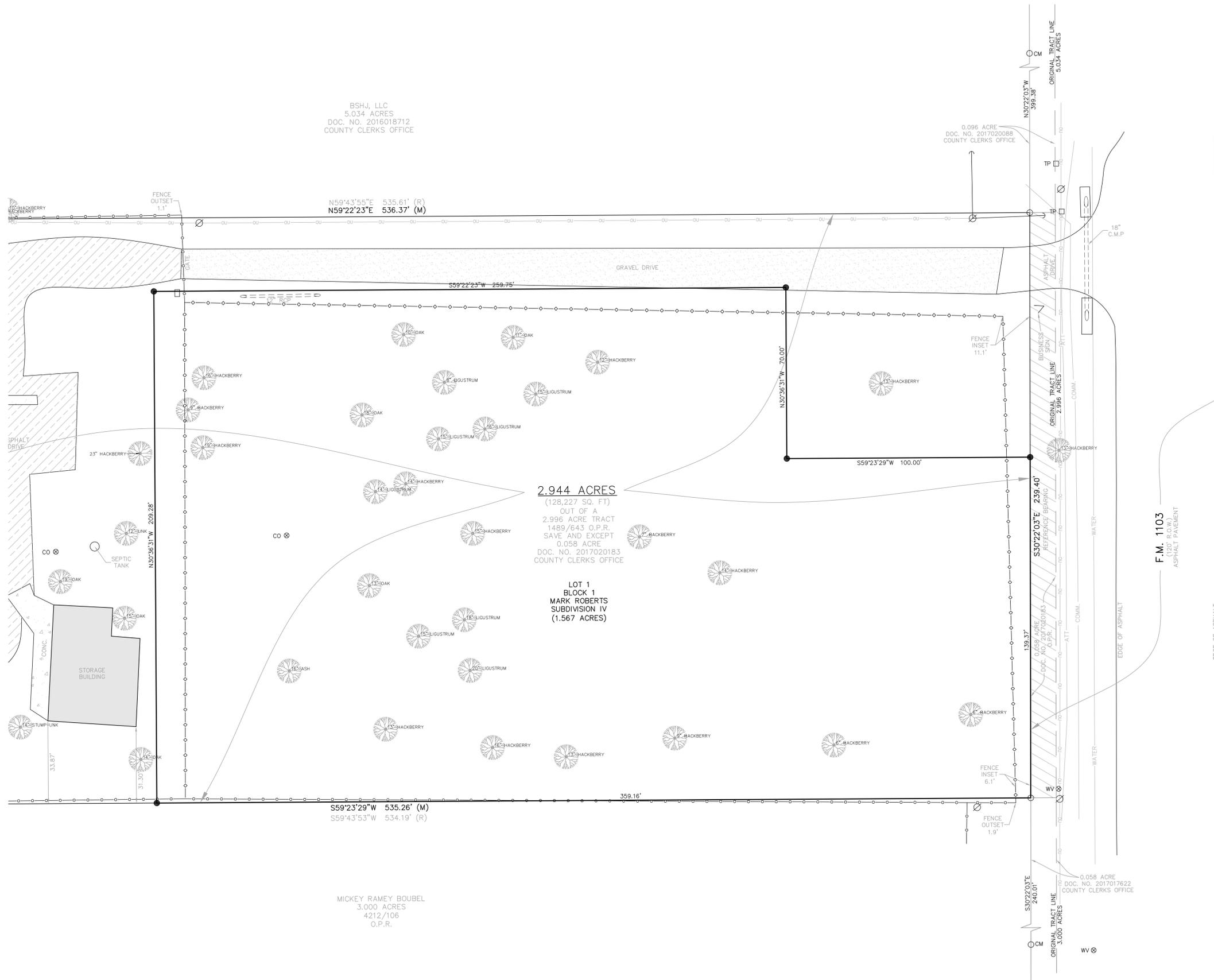
Addendum:

Project: NEW PROJECT FOR:
TOTAL TRUE AUTOMOTIVE #2
5702 F.M. 1103
SCHERTZ,
TEXAS 78154

Date: 4/22/2019

Sheet No.

A- 4 OF 6



BSHJ, LLC
5.034 ACRES
DOC. NO. 2016018712
COUNTY CLERKS OFFICE

0.096 ACRE
DOC. NO. 2017020088
COUNTY CLERKS OFFICE

N30°22'03\"/>

N59°43'55\"/>

S59°22'23\"/>

N30°36'37\"/>

S59°23'29\"/>

2.944 ACRES
(128,227 SQ. FT.)
OUT OF A
2.996 ACRE TRACT
1489/643 O.P.R.
SAVE AND EXCEPT
0.058 ACRE
DOC. NO. 2017020183
COUNTY CLERKS OFFICE

LOT 1
BLOCK 1
MARK ROBERTS
SUBDIVISION IV
(1.567 ACRES)

S59°22'03\"/>

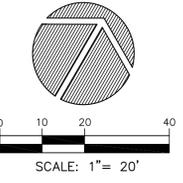
S59°23'29\"/>

MICKY RAMEY BOUBEL
3.000 ACRES
4212/106
O.P.R.

0.058 ACRE
DOC. NO. 2017017622
COUNTY CLERKS OFFICE

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE DEED OF A 0.058 ACRE TRACT RECORDED IN DOCUMENT NO. 2017020183 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.
2. A LEGAL DESCRIPTION WAS PREPARED THIS SAME DATE AND IS A PART OF THIS SURVEY.
3. VERTICAL DATA IS BASED ON NAVD88



LEGEND:

- FOUND 1/2" STEEL REBAR W/CAP MARKED "RPLS 4020" (UNLESS OTHERWISE NOTED)
- (R) RECORD
- (M) MEASURED
- 123/123 VOLUME/PAGE
- O.P.R. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
- UTILITY POLE
- SERVICE POLE
- GUYWIRE
- OVERHEAD UTILITIES
- CHAINLINK FENCE
- SMOOTH WIRE FENCE
- WOOD FENCE
- FIRE HYDRANT
- WV ○ WATER VALVE
- CO ○ SANITARY SEWER CLEANOUT
- TP □ TELEPHONE PEDESTAL

F.M. 1103
(120' R.O.W.)
ASPHALT PAVEMENT

5702 F.M. 1103
SCHERTZ, TEXAS 78154
MARK ROBERTS
SUBDIVISION IV
LOT 1, BLOCK 1
1.567 ACRES/68,267 S.F.

| NO | DATE | COMMENTS |
|----|------|----------|
| | | |
| | | |
| | | |
| | | |

DYE ENTERPRISES
ENGINEERS - SURVEYORS - PLANNERS

STATE REGISTRATION #00857500
TSP #0000000000
4047 STAHL ROAD, SUITE #3
SAN ANTONIO, TEXAS 78217
TEL: (210) 598-4191
FAX: (210) 598-4191
WWW.DYEENTERPRISES.COM

TOTAL TRUE AUTOMOTIVE #2 - 5702 FM-1103
MARK ROBERTS SUBDIVISION IV - LOT 1
TREE SURVEY
CITY OF SCHERTZ, COUNTY OF GUADALUPE, STATE OF TEXAS

DRAWN BY: D.S.D./M.J.W.
CHECKED BY: D.S.D.
DATE: 04-19-2019
PROJECT NO: 180009-04

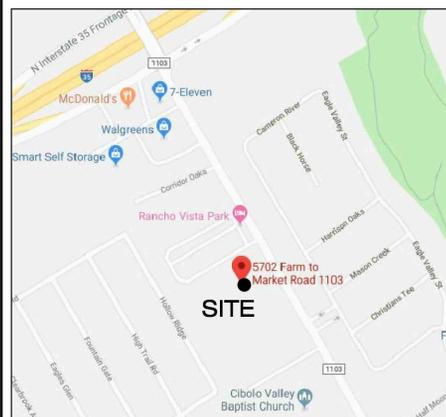
SHEET
5 of 6

LANDSCAPE ORDINANCE COMPLIANCE

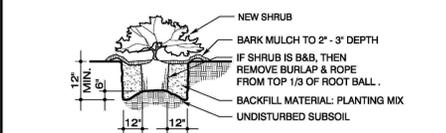


- LANDSCAPING REQUIRED**
TOTAL SITE AREA: 68,266 SF
20% TOTAL LANDSCAPE REQUIRED: 13,653 SF LANDSCAPING REQUIRED
TOTAL LANDSCAPING PROVIDED: 26,876 SF (39.3%) LANDSCAPING PROVIDED
TOTAL TREES REQUIRED: 18 TREES REQUIRED (9) TREES PER ACRE (43,560 SF)
TOTAL TREES PROVIDED ON SITE: 18 TREES PROVIDED
- LANDSCAPING IN FRONT YARD**
LANDSCAPING IN FRONT YARD REQUIRED: 13,653 SF x 40%: 5461 SF
LANDSCAPING IN FRONT YARD PROVIDED: 14,439 SF (100%) PROVIDED
- PARKING LOT LANDSCAPING**
TOTAL PARKING LOT AREA: 19,482 SF x 10%: 1948 SF PARKING LOT LANDSCAPING REQUIRED
TOTAL PARKING LOT LANDSCAPING PROVIDED: 1953 SF (10.0%) PROVIDED
TREES REQUIRED PER PARKING LOT: 1948 SF / 400 SF: 5 PARKING LOT TREES REQUIRED
TREE PROVIDED IN PARKING LOT: 5 PARKING LOT TREES PROVIDED
- PARKING LOT SCREENING**
PROVIDED AS REQUIRED.
- PERIMETER LANDSCAPING**
LF ALONG FM 1103: 140 LF / 20 LF: 7 TREES REQUIRED
TOTAL TREES PROVIDED ALONG FM 1103: 7 TREES PROVIDED
- MULTI-FAMILY / RESIDENTIAL BUFFER**
NOT APPLICABLE.
- IRRIGATION**
ALL NEW LANDSCAPE WILL BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.

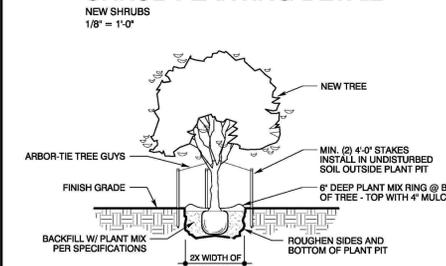
TREE MITIGATION SUMMARY
MITIGATION REQUIRED PER TREE INVENTORY: 55 Cal. Inches
MITIGATION OWED TO THE CITY: 55 Cal. Inches
AMOUNT OWED TO THE CITY: \$100 PER CAL. INCH:
\$5500



VICINITY MAP (N.T.S.)



SHRUB PLANTING DETAIL



TREE PLANTING DETAIL

EXISTING PROTECTED TREE INVENTORY (1996 Schertz Ordinance)

| TAG# | SPECIES | SIZE | PROTECTED PRESERVED | PROTECTED REMOVED | HERITAGE PRESERVED | HERITAGE REMOVED (3:1) | EXEMPT | COMMENTS | |
|--------|-----------|------|---------------------|-------------------|--------------------|------------------------|--------|-----------------------|-----------------------|
| 1001 | Hackberry | 13 | | | | | 13 | Undersirable; Removed | |
| 1002 | Hackberry | 13 | | | | | 13 | Undersirable; Removed | |
| 1003 | Hackberry | 6 | | | | | 6 | Undersirable; Removed | |
| 1004 | Hackberry | 6 | | | | | 6 | Undersirable; Removed | |
| 1005 | Hackberry | 14 | | | | | 14 | Undersirable; Removed | |
| 1006 | Hackberry | 7 | | | | | 7 | Undersirable; Removed | |
| 1007 | Hackberry | 9 | | | | | 9 | Undersirable; Removed | |
| 1008 | Hackberry | 13 | | | | | 13 | Undersirable; Removed | |
| 1009 | Hackberry | 13 | | | | | 13 | Undersirable; Removed | |
| 1010 | Ligustrum | 20 | | | | | 20 | Undersirable; Removed | |
| 1011 | Hackberry | 16 | | | | | 16 | Undersirable; Removed | |
| 1012 | Ash | 16 | | 16 | | | | | |
| 1013 | Ligustrum | 15 | | | | | 15 | Undersirable; Removed | |
| 1014 | Ligustrum | 18 | | | | | 18 | Undersirable; Removed | |
| 1015 | Oak | 13 | | | | | 13 | | |
| 1016 | Hackberry | 15 | | 13 | | | | | |
| 1017 | Ligustrum | 14 | | | | | 15 | Undersirable; Removed | |
| 1018 | Hackberry | 14 | | | | | 14 | Undersirable; Removed | |
| 1019 | Ligustrum | 15 | | | | | 15 | Undersirable; Removed | |
| 1020 | Ligustrum | 16 | | | | | 16 | Undersirable; Removed | |
| 1021 | Ligustrum | 8 | | | | | 8 | Undersirable; Removed | |
| 1022 | Ligustrum | 15 | | | | | 15 | Undersirable; Removed | |
| 1023 | Hackberry | 12 | | | | | 12 | Undersirable; Removed | |
| 1024 | Oak | 11 | 11 | | | | | | |
| 1025 | Oak | 10 | 10 | | | | | | |
| 1026 | Oak | 18 | | 18 | | | | | |
| 1027 | Hackberry | 16 | | | | | 16 | Undersirable; Removed | |
| 1028 | Hackberry | 9 | | | | | 9 | Undersirable; Removed | |
| 1029 | Hackberry | 19 | | | | | 19 | Undersirable; Removed | |
| TOTALS | | | 384 | 21 | 47 | 0 | 0 | 329 | Undersirable; Removed |

TREE PRESERVATION SUMMARY

| | |
|---------------------------------------|-------|
| TOTAL CAL. INCHES ON-SITE: | 384 |
| TOTAL EXEMPT CAL. INCHES ON-SITE: | 329 |
| PROTECTED CAL. INCHES ON-SITE: | 55 |
| Protected Cal. Inches Preserved: | 0 |
| Protected Cal. Inches Removed: | 55 |
| Protected Class Mitigation Due (1:1): | 55.0 |
| HERITAGE CAL. INCHES ON-SITE: | 0 |
| Heritage Cal. Inches Preserved: | 0 |
| Heritage Cal. Inches Removed: | 0 |
| Heritage Class Mitigation Due (3:1): | 0.0 |
| Overall Preservation Ratio: | 0.00% |
| Required Overall Preservation Ratio: | 25% |
| TOTAL MITIGATION DUE: | 55 |

GENERAL NOTES:

- REFER TO SPECIFICATIONS FOR ALL CONTRACT PLANTING.
- INSTALL APPROVED IMPORTED PLANTING MIX TO MIN. DEPTH OF 6" IN ALL AREAS SCHEDULED AS LANDSCAPE PLANTING AREAS.
- INSTALL APPROVED IMPORTED TOPSOIL TO 4" DEPTH IN ALL TURFGRASS AREAS.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES IN THE FIELD PRIOR TO INSTALLATION AND MUST REPORT ANY DEVIATION IN SITE CONDITIONS TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK IN THE AFFECTED AREA.
- WHERE SHOWN ON THESE PLANS, UTILITY INFORMATION IS PROVIDED FOR REFERENCE ONLY. REF. CIVIL AND MEP PLANS FOR ALL UTILITY INFORMATION.
- VERIFY LOCATION AND DEPTH OF ALL EXISTING AND PROPOSED UTILITIES PRIOR TO ANY EXCAVATION. IN THE EVENT POTENTIAL CONFLICT(S) OCCUR BETWEEN UTILITIES AND LANDSCAPE IMPROVEMENTS, IMMEDIATELY CEASE WORK IN THE AFFECTED AREA, REPORT THE CONFLICT(S) TO THE OWNER'S REPRESENTATIVE, AND DO NOT PROCEED UNTIL RECEIPT OF SPECIFIC WRITTEN DIRECTION.

URBAN DEER NOTES:

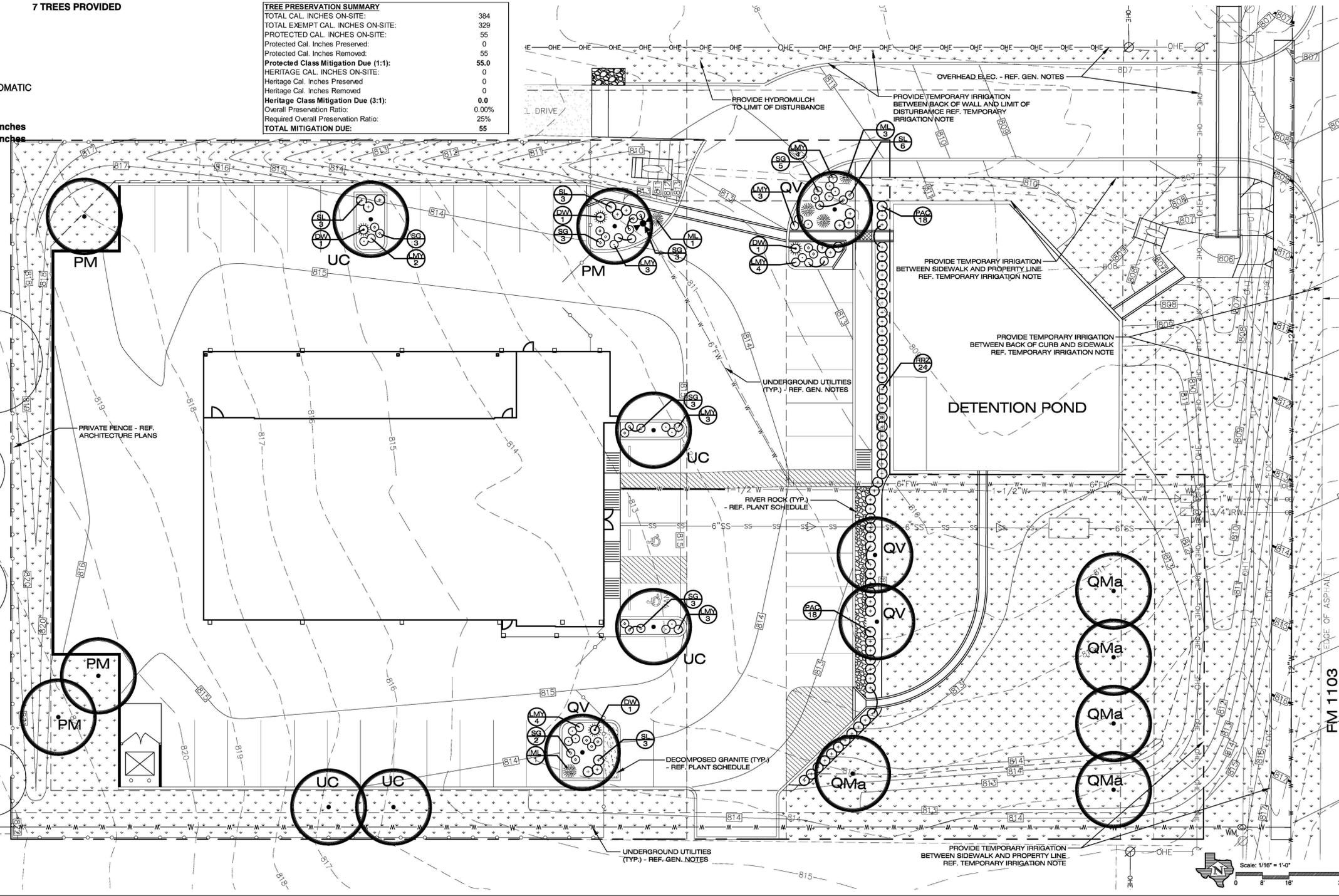
- AT THE TIME THESE DOCUMENTS WERE PREPARED THE LANDSCAPE ARCHITECT WAS NOT AWARE OF A LOCAL URBAN DEER POPULATION.
- IN THE EVENT AN URBAN DEER POPULATION IS DISCOVERED, CONTRACTOR IS SOLELY RESPONSIBLE FOR PROTECTING ALL NEWLY-INSTALLED PLANTS THROUGH THE 30-DAY MAINTENANCE PERIOD.
- APPLY "LIQUID FENCE" (OR APPROVED EQUAL) TO ALL PLANTS AS NEEDED TO DISCOURAGE BROWSING BY DEER.
- ANY NEWLY-INSTALLED PLANTS EATEN OR BROWSED BY DEER PRIOR TO THE EXPIRATION OF THE 30-DAY MAINTENANCE PERIOD SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.

OVERHEAD ELECTRIC NOTES:

- ALL PROPOSED LARGE SPECIES TREES (AS DEFINED BY THE UNIFIED DEVELOPMENT CODE IN EFFECT HEREOF) SHALL BE PLANTED NO CLOSER THAN 20' TO ALL OVERHEAD ELECTRIC UTILITY LINES.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD LOCATING ALL OVERHEAD ELECTRIC UTILITY LINES AND ENSURING THAT NO LARGE SPECIES TREES ARE PLANTED WITHIN 20' OF ANY OVERHEAD ELECTRIC UTILITY LINES.
- WHERE CITY INSPECTORS FIND ANY PROPOSED LARGE SPECIES TREES TO BE IN VIOLATION OF PROXIMITY TO OVERHEAD ELECTRIC UTILITY LINES, THE CONTRACTOR SHALL RELOCATE TREES AT NO ADDITIONAL COST TO THE OWNER.

TEMPORARY IRRIGATION NOTES:

- PROVIDE TEMPORARY IRRIGATION TO SODDED OR SEEDED AREAS WHERE SHOWN ON PLAN AND NOT SCHEDULED TO RECEIVE PERMANENT IRRIGATION.
- WHERE TEMPORARY IRRIGATION IS REQUIRED, PROVIDE TEMPORARY IRRIGATION FOR A MIN. PERIOD OF 60 DAYS OR UNTIL A GRASS STAND IS FULLY ESTABLISHED (AS DETERMINED SOLELY BY THE OWNER'S REPRESENTATIVE).



5/17/19
The user of this file agrees to assume all responsibility for any modifications to or use of this drawing file that is inconsistent with the requirements of the Rules and Regulations of the Texas Board of Architectural Examiners. No person may make any modifications to this electronic drawing file without the Landscape Architect's express written permission.

OWNER
Schertz Auto Service

1000 FM 3009
Schertz, TX 78154

PROJECT
True Automotive No.2
Schertz, Tx

5702 FM 1103
Schertz, TX 78108

REVISIONS
1. City Comments 5/17/19

PROJECT NUMBER
2019-074

Drawn By: jv
Checked By: jr

Sheet Title:
LANDSCAPE PLANTING PLAN

Sheet Number:

6 of 6

Issue Date:
May 6, 2019

PART 1 - GENERAL

- 1.1 Work Included
A. Place and spread topsoil and planting mix.
B. Install edging at planter areas.
C. Excavate and prepare plant pits.
D. Place plants in pits and backfill with planting mix.
E. Prune plants.
F. Apply mulch to planter areas.
G. Install solid sod, hydromulch, or seed mix.
H. Guarantee plants.
I. Inspect plants during the Guarantee Period.

- 1.2 Reference Standards
A. Nomenclature and size. All plants must be true to name and size in conformance with the following standards:
B. American Joint Committee on Horticultural Nomenclature, 1942 ed. of Standardized Plant Names (Mount Pleasant Press, J. Horace McFarland Co., Harrisburg PA)
C. American Standard of Nursery Stock, 1973 ed. (American Association of Nurserymen, Inc., Washington DC)

- 1.3 Submittals
A. Submit weed control program in accordance with Sec. 01300
1. Indicate chemicals to be employed, manufacturer's printed instructions as to dilution and application, solution strength, application method, rates, and frequency, and frequency of manual weeding.
2. Submit chemical manufacturer's written certificate that material proposed for use meets local, state, and federal regulations for the type of material proposed and that the material is not toxic to humans and animals if applied per the manufacturer's written instructions.
B. Submit topsoil sample (min. 1-gal. bag) in accordance with Sec. 01300
1. Indicate topsoil supplier source.
2. Provide laboratory test results indicating compliance w/ topsoil composition requirements.

- C. Submit planting mix sample (min. 1-gal. bag) in accordance with Sec. 01300
1. Indicate planting mix supplier source.
2. Provide laboratory test results indicating compliance w/ planting mix composition requirements
D. Submit bark mulch sample (min. 1-gal. bag) in accordance with Sec. 01300
1. Indicate bark mulch supplier source.
E. Submit decomposed granite sample (min. 1-gal. bag) in accordance with Sec. 01300
1. Indicate decomposed granite supplier source.
F. Submit irrigation system product data in accordance with Sec. 01300.
1. Provide manufacturer's cut sheets indicating compliance with all equipment specified in the Irrigation Plans

- 1.4 Product Delivery, Storage, and Handling
D. Handle and store all materials in such a manner as to prevent damage.

- 1.5 Existing Conditions
A. Prior to commencement of work, investigate the site, locate and identify all existing underground utilities that may conflict with the installation of the work described in the contract documents, and notify the Landscape Architect of the conflict and do not proceed with construction in the affected area without specific direction.
B. Protect identified utilities from damage during installation.

- 1.6 Guarantee
A. All plants will be guaranteed against defects, including death and unsatisfactory growth, for a period of 12 months following the date of Substantial Completion. If replacement plants are installed, they will be guaranteed for an additional 12 months following their installation.

- 1.7 Responsibilities of Owner and Contractor
A. The Contractor will provide monthly inspections of the project during construction and the guarantee period and immediately provide to the Owner and the Landscape Architect a written report identifying any irregularities which affect the guarantee.
B. The Contractor will monitor any construction, whether conducted by other trades or the Owner's employees, adjacent to new and existing plants. The Contractor will identify and document any damage to the plants and immediately notify the Landscape Architect of same. The Contractor will replace any damaged plants at no expense to the Owner. Any reimbursement from other trades or contractors shall be the sole responsibility of the Contractor.
C. The Contractor will remove and replace all dead plants.
D. The Contractor will ensure all plants are installed in an upright position and to proper finish grade and will reset any plants not installed accordingly.
E. The Contractor will have the sole responsibility for ensuring that all plants are maintained and watered adequately.

- 1.8 Final Inspection
A. At the conclusion of the guarantee period, the Landscape Architect will inspect the planting to assess the final acceptance of the installation. Only plants that are alive and healthy will be accepted. The Contractor will replace any plants that are dead or, in the sole opinion of the Landscape Architect, in an unhealthy or unsightly condition or have lost their natural form due to dead or removed branches. The Contractor will bear the cost of replacing any plants.

- 1.9 Quality Assurance
A. Before entering into a contract with any subcontractor, the General Contractor will investigate the proposed subcontractor's reputation and ability to perform the work and determine whether the subcontractor is stable, reputable, and skilled in this area of work. The General Contractor will require and review a minimum of the following submittals:
1. Experience. The subcontractor will be a single firm specializing in landscape installation with a minimum 5 years documented experience. Documentation will demonstrate a minimum 10 installations of equal or greater size. The subcontractor will furnish the name, address, and telephone number for both the General Contractor and Owner on these projects, as well as the contract price, the company name under which the work was performed, and completion date.
2. Personnel. The subcontractor will provide a list of the project manager and foreman proposed to complete the work, their years of experience in the industry, any formal training, and years of service with the current company. If a separate irrigation subcontractor is to be used, the same information will be provided.
3. Business Expertise. The subcontractor will submit a current audited financial statement, current insurance certificate, contact information for their insurance company, bonding capacity and bonding company, and contact information for their bonding company.
B. Should the subcontractor selected by the General Contractor default on the contract, fail to complete the work in conformance with the Contract Documents, or enter into bankruptcy, the Owner will pay the Landscape Architect as an additional service for any additional work occasioned by the subcontractor's default.

PART 2 - PRODUCTS

- 2.1 Materials
A. Topsoil. Provided by the landscape subcontractor from local sources, sandy loam which is fertile, friable, surface soil. Topsoil will be free of rocks, stones, subsoil, building debris, weeds, grass, clay lumps, and other materials which would be detrimental to turfgrass growth. Topsoil composition will be not less than 7% nor more than 12% clay and not more than 12% silt.
B. Planting Mix. Plant mix composition will be 35% compost, 33% red sand, 16% composted topsoil, and 16% pine bark mulch.
C. Commercial Fertilizer. Complete fertilizer of neutral character, with some elements derived from organic sources and containing available plant nutrients in the following percentages:
1. For trees and shrubs - Woodace Top Dress Special (20-4-11, 8 - 9 month formula) at a rate of 5 to 10 lbs. per 100 SF
2. For lawns - Min. 1 lb. of actual nitrogen per 100 SF of lawn area, min. 4% phosphoric acid, and min. 2% potassium. Provide nitrogen in a form that will be available to turfgrass during the initial period of growth and in a minimum 50% organic form.

- 2.2 Plant Materials
A. The drawings contain a complete list of plant species, quantities, sizes, and other requirements. In the event that discrepancies occur between the quantities of plants indicated on the plant list and as indicated on the drawings, the plant quantities shown on the drawings will be given precedence.
B. No substitutions of plants will be permitted without express prior written authorization by the Landscape Architect.
C. All plants will comply with state and federal inspection and diseases infestation laws.
D. All plants will be typical of their species or variety, with normal, well-developed branches and vigorous root systems.
E. All plants will be healthy and vigorous, free from defects, disfigurement, knots, abrasions, sunscald, diseases, insect eggs or larvae, borers, and all other forms of diseases or infestations.
F. All plants will be nursery stock. Any plants gathered from native stands must be kept under nursery conditions for a minimum of 1 full growing season, must be free from all foreign plants and weeds, and must meet all other requirements of the Contract Documents.
G. Container-grown plants must exhibit development of fibrous roots and have a root mass that will retain its shape when removed from the container. Plants grown in smaller containers must have root growth sufficient to reach the sides of the container. Root-bound container-grown plants will be rejected.
H. Container sizes of a large grade than listed in the American Standard for Nursery Stock (ASNS) shall be determined by the volume of the root ball specified in the ASNS for plants of the same size.
I. All bare root plants must have a heavy, fibrous root system and dormant buds at the time of planting.
J. All plants must have adequate height and spread proportions and branching habit in accordance with the appropriate sections of the ASNS.
K. All plants which have girdled roots, stem, or major branch, have deformities of the stem or major branch, lack symmetrical growth habits, have dead or defoliated portions, or have any defect, injury, or conditions which in the sole opinion of the Landscape Architect renders them unsuitable, will be rejected.

- L. Balled and burlapped plants must have a solid ball of earth of minimum specified size held securely in place by burlap and stoul rope. Oversized or exceptionally heavy plants will be accepted provided the size of the root ball or spread of the roots is increased proportionally. Root balls must be tight, unbroken, and free of weed or foreign plant growth. Root balls shall have the following depth-to-diameter ratios: root ball diameters of less than 20" = minimum depth of 75% of the diameter; root ball diameters of 20" to 30" = minimum depth of 2/3 of the diameter; root ball diameters over 30" = minimum depth of 60% of the diameter.
M. Plants delivered as a single unit of 25 or less of the same size, species, and variety must be clearly marked and tagged. Plants delivered in large quantities of more than 25 must be segregated as to variety, grade, and size, and 1 plant in each 25 plants, or fraction thereof, of each size, species, and variety, must be tagged.
N. Plants stored under temporary conditions will be the responsibility of the Contractor and must be protected at all times from extreme weather conditions by insulating the root balls with sawdust, soil, mulch, or other approved measure. Plants stored on paved areas must be separated from the pavement with an insulating layer.
O. Protecting stored plants from theft or vandalism will be the sole responsibility of the Contractor. Any stolen plants will be replaced at no cost to the Owner.

- 2.3 Miscellaneous Materials
A. Mulch. Shredded native mulch applied to a depth of 4" beneath all new trees and 4" beneath all shrubs.
B. Stakes. Sound new hardwood, treated softwood, or redwood stakes, free of knot holes and other defects, or metal stakes. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire, minimum 12-gauge, with zinc-coated turnbuckles. Provide minimum 1/2" diameter rubber or plastic hose, cut to required lengths and of uniform color, material, and size, to protect tree trunks and branches from damage by wires. All new trees are to be staked.
C. Anti-Dessicant. Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's full identified containers and mix in accordance with manufacturer's instructions.
D. Plastic trunk protectors: Provide ArborGuard+, AG 9-4+ by Deep Root Partners, L.P. (or equal), (1-800-458-7958) to protect new trees from damage by string trimmers and mowers.

PART 3 - EXECUTION

- 3.1 Inspection
A. Inspect existing site conditions and progress of other trades before commencing landscape installation.
B. Verify that construction has progressed to a point at which the landscape will not be adversely affected by subsequent construction and that existing conditions are acceptable for landscape installation.
C. Report adverse conditions to the Landscape Architect and do not proceed with the work until adverse conditions have been rectified.
D. Commencement of the landscape installation will constitute acceptance of the site conditions without qualification.

- 3.2 Preparation of Subsoil
A. Inspect subsoil for the presence of objectionable materials such as rocks (2" diameter and greater), concrete waste, building debris, weeds, grass, and other material that would be detrimental to the growth of plants and turfgrass. Protect existing underground improvements from damage.
B. Cultivate the subsoil to a depth of 3" or, if the subsoil is compacted due to heavy equipment traffic or storage, cultivate to a depth of 6".

- 3.3 Spreading Topsoil
A. See lawn installation for topsoil spreading procedures in turfgrass areas.
B. Spread topsoil and planting mix to required finish grades. Fill turfgrass areas with topsoil to a minimum depth of 4"
C. Cultivate with a mechanical tiller to break up clods and cultivate by hand in inaccessible areas. Rake until the surface is smooth.
D. Remove from the site any foreign or objectionable material collected during cultivation.
E. Grade to eliminate rough spots and low spots where ponding may occur, maintaining smooth and uniform grades that will encourage positive drainage. Continue to grade the topsoil until it is firm and settled with a smooth surface, watering, drying, and re-grading as necessary.
F. The landscape Contractor is solely responsible for ensuring positive drainage regardless of the condition of the subgrade. If extreme poor objectionable conditions exist, notify the Landscape Architect before proceeding.
G. Mix the specified soil amendments and fertilizers with topsoil at the specified rates. Do not mix fertilizers unless planting will follow the spreading of topsoil or planting mix within 48 hours.
H. All planting areas must be prepared so that they remain free of debris and weeds until planting occurs.
I. Weed control in the planting areas will consist of killing all weeds and maintaining a weed-free condition in accordance with the weed control program until completion of the project.
J. Protect adjacent plants from damage due to overspray of weed control chemicals.

- 3.4 Planting
A. The Contractor will begin planting when other work divisions such as topsoil spreading have progressed sufficiently to permit planting.
B. Planting will occur where it is shown on the Contract Documents unless obstruction overhead or underground are encountered or where changes in construction have been made. Prior to the excavation of shrub or tree pits, the Contractor will locate and identify all underground utility lines, electrical cables, irrigation lines, and conduits. If such obstructions are found, promptly notify the Landscape Architect and do not proceed without clear direction.
C. No planting pits will be excavated until the proposed locations and plant sizes have been reviewed and approved by the Landscape Architect. Each plant will be planted in an individual pit dug with straight vertical sides. All plants will be set such that their original soil level is equal to the ultimate finish grade. No filling will be done around the trunks and stems. All ropes, wires, slaves, etc., will be removed from the sides and top of the root ball and removed from the pit before filling. Burlap will be properly cut and removed from the sides of the root ball. When a depth is specified for the plant pit, it will be construed as the depth below adjacent finish grade. Excess excavation from plant pits shall be either used elsewhere or removed from the site entirely.
D. The Landscape Architect will review and approve the location and orientation of all plants prior to excavation of their pits. All trees will be planted in pits a minimum 24" greater in diameter than the container size or spread of their roots. In the event that solid rock is encountered in the bottom of the pit, break up and loosen the sides and bottom of the pit so that water will drain effectively. The pit will be a minimum of 6" deeper than the depth of the root ball and will have a crown from the middle to the sides in order to direct drainage away from the root ball. Place planting mix in the bottom of the pit and tamp down to prevent settling. Backfill the pits with planting mix in layers no greater than 9" and tamp down to avoid settling. Provide enough planting mix to bring to finish grade and form a saucer with a minimum 4" lip around the perimeter of the tree's root ball so water will pond and soak into the root ball.
E. Slate trees immediately after planting, then remove the stakes after one (1) year.
F. If deciduous trees are planted in full-leaf, spray with anti-dessicant to provide an adequate film over the trunk, branches, stems, and foliage.
G. Shrubs will be planted in pits a minimum of 12" greater in width than the diameter of the root ball or container. In the event that solid rock is encountered in the bottom of the pit, break up and loosen the sides and bottom of the pit so that water will drain effectively. The depth of the pit will be sufficient to accommodate the root ball and to set the plant at finish grade. Backfill the pit with planting mix, tamp down and settle thoroughly, bring to finish grade, and form a slight saucer to hold additional water and soak the root ball. After planting has been approved, apply bark mulch to a depth of 2" around all plants in the planting area.
H. All ground cover material will be planted as follows:
1. One gallon material will be planted the same as one gallon shrubs.
2. 4" pot material will be planted in pits the same size as or larger than the root system, then firmly tamped by hand and watered in using a fine spray.
3. Where settlement occurs, backfill with additional planting mix to cover exposed roots and to bring to finish grade.
4. After planting has been reviewed and approved, apply decomposed granite to a compacted depth of 2".
5. Thoroughly water each plant using a root stimulator solution (Green Light or equal) mixed according to the manufacturer's recommendations.
6. Neatly prune and/or clip each plant as necessary to preserve the natural character. Conduct all pruning with sharp, clean tools and clip bruised or broken branches with a clean cut. Paint pruning cuts 2" in diameter and larger with an approved tree wound paint.
7. Apply water as required to keep the mulch damp at all times during germination and initial growth period or as directed by the Landscape Architect.

- 3.5 Lawn Installation
A. Do not commence lawn installation until after the irrigation system has been completely installed and is operational.
B. Do not commence any lawn installation until the Landscape Architect has reviewed and approved all areas prepared for seeding.

- 3.7 Hydromulch
A. Seed
1. Fresh, clean, new-crop seed, meeting USDA rules and regulations under the Federal Seed Act and Texas Seed Law for purity and germination.
2. Free of objectionable foreign material.
3. Treated with approved fungicide by a commercial or state laboratory not more than 6 months prior to the date of planting.
4. Wet, moldy, or damaged seed will not be accepted.
5. Seed Mixture:
5.1. If planting occurs between May 15 and September 1, provide Sultan bermudagrass seed at 12 lbs. PLS per 1000 SF of seeded area.
5.2. If planting occurs between September 2 and May 14, provide Gulf annual ryegrass seed at 8 lbs. PLS per 1000 SF of seeded area. Return to jobsite between May 15 and May 30 after all ryegrass has died, till the hydromulch area, and re-apply the hydromulch with Sultan bermudagrass seed at 2 lbs. PLS per 1000 SF of seeded area.
5.3. If planting in shaded areas between September 2 and May 14, provide Hound Dog Fescue seed at 3 lbs. PLS per 1000 SF of seeded area.

- B. Accessories
1. Fertilizer: Commercial lawn fertilizer, water soluble, 50% slow release.
2. Water. Clean, fresh, and free from foreign substances or material.
3. Glue agent: Contractor's standard type, non-detrimental to seed.
4. Wood mulching agent: Contractor's standard type, non-detrimental to seed.
5. Stakes: Softwood lumber, chisel pointed.
6. String: Organic fiber.
C. Hydromulching Slurry Mix
1. Mix specified seed, fertilizer, and wood mulching agent in water, using equipment specifically designed for hydrosseed application. Continue mixing until blended uniformly into a homogeneous slurry suitable for hydraulic application.
2. Proportion slurry mix as follows:
2.1. Wood mulching agent: 45 lbs. per 1000 SF of seeded area
2.2. Water soluble fertilizer: 5 lbs. per 1000 of seeded area
2.3. Glue agent 1 lb. per 1000 SF of seeded area
2.4. Seed

- D. Subsoil Preparation
1. Remove from subsoil all objectionable material such as concrete waste, building debris, rubbish, weeds, grass, stumps, and rocks greater than 1" in diameter.
2. Protect existing underground improvements.
3. Cultivate to a depth of 3" in areas to receive topsoil. If subsoil is compacted due to equipment traffic or storage, cultivate to a depth of 6".
E. Topsoil Spreading
1. Spread topsoil at minimum specified depth to required finish grades. In areas inaccessible by tiller, cultivate by hand.
2. Rake until topsoil surface is smooth
3. Remove from the site any objectionable materials collected during cultivation.
4. Fine grade to eliminate rough and low spots where ponding or marcelling would occur.
5. Maintain smooth, uniform grades, working topsoil, watering, drying, and re-grading as necessary to produce a firm, smooth, and settled soil profile.
6. The landscape subcontractor shall be responsible for assuring positive drainage regardless of the subgrade condition. If extreme or objectionable subgrade conditions exist, notify the Landscape Architect prior to spreading topsoil.
7. Mix the specified soil amendments and fertilizer with topsoil at rates specified. Do not mix fertilizers if hydromulch will not be applied within 3 days.
8. Maintain all prepared planting areas free of weeds and debris.
9. Planting area weed control shall consist of removing all existing weeds and maintaining a weed-free condition in accordance with the approved weed control plan until project completion.
10. Protect adjacent vegetation from damage due to overspray or misplaced application of weed control chemicals. Replace all plants mistakenly treated with weed control chemicals at no cost to the Owner.

- F. Hydrosseeding
1. Examination
1.1. Verify that the topsoil profile has been prepared in accordance with this Section and is ready to receive the planting.
1.2. Apply seeded slurry with a hydraulic seeder evenly in 2 intersecting directions.
1.3. Identify seeded areas with stakes and string around the entire perimeter. Space stakes at max. 15 feet O.C. and set string height to 12" above adjacent finish grade.
G. Cleaning
1. Maintain the construction, storage, and planting areas free from the accumulation of waste materials and debris.
2. Clean all paved areas that become soiled during landscape installation. Remove dirt, planting materials, and debris.
3. Clean in accordance with Sections 01500 and 01700.

- 3.8 CULTIVATION AND CLEANUP
A. Upon completion of the planting, all excess material shall be removed and disposed of at a location off-site. Bring the finish grade in planter areas to a uniform grade, 1-1/2" below all adjacent paving or hard surfaces. Loosen the soil surrounding each individual plant to a distance of three (3) feet around each new tree and large shrub and 12" around each new small shrub and ground cover.

- 3.9 MAINTENANCE AND RESTORATION
A. The Contractor will ensure adequate and proper care of all plants and work done on this project until final acceptance, but in no case less than 30 days following Substantial Completion. This will include keeping all plants in a healthy growing condition by watering, cultivating, pruning, and spraying, keeping the planting areas free from insect infestation, weeds and grass, litter, and debris, and retaining the finish grade in a neat and uniform manner. Plant crowns, runners, and branches will be kept free of mulch at all times.
B. Protect all lawn areas from vehicle and pedestrian traffic.
C. Repair all sod areas damaged by any cause prior to final acceptance.
D. The lawn establishment period will begin immediately after the lawn planting area has been accepted by the Landscape Architect, will extend for a minimum of 30 days or until the end of the contract, and will consist of caring for all lawn areas within the project limits of work.
E. During the lawn establishment period, the Contractor will be responsible for ensuring healthy growth of the turfgrass. This responsibility includes all labor and materials necessary keep the project in a presentable condition, including, but not limited to, litter removal, mowing, trimming, weed control, removal of grass clipping, edging, and any necessary re-sodding and repair.
F. During the lawn establishment period the Contractor will as often as conditions dictate mow the turfgrass to a cutting height of 1-1/2". The turfgrass shall never exceed 3" in height and all clipping will be removed from the site.
G. During the months of March through September, the Contractor will edge at least once every month or as directed by the Landscape Architect.
H. During the months of March through September, the Contractor will apply water to sodded areas at an even rate of 1" of water per week, although the Landscape Architect may change this rate as conditions warrant.
I. Final acceptance of the lawn areas will be based on the presence of a uniform stand of grass at a uniform grade at the time of final inspection. Areas 24" square and large that are bare, have a poor stand of grass, or have a finish grade that is not uniform will be at the Contractor's expense re-graded, re-sodded, and fertilized as specified herein.
J. Upon completion of the initial planting, the Landscape Architect will make an inspection of all plantings and notify the Contractor in writing of any replacements or corrective actions necessary to meet the provisions of the Contract Documents. The Contract will then replace all the rejected or missing plants and perform the specified corrective measures.
K. All replacement plants will be of the same species, size, and quality. All rejected plants will be replaced within 30 days of notification.

- 3.10 ACCEPTANCE
A. Upon receipt of a written request from the Contractor at least seven (7) prior, the Landscape Architect will inspect the planting and maintenance to determine its completion and the beginning of the guarantee period. All plants must be alive and healthy in order for the installation to be considered complete. Where inspected work does not comply with the requirements of the Contract Documents, replace rejected work and continue to perform the specified maintenance until the Landscape Architect re-inspects the work and finds it acceptable. Remove rejected plants and materials from the site.

- 3.11 Cultivation and Cleanup
A. Upon completion of the planting, all excess material shall be removed and disposed of at a location off-site. Bring the finish grade in planter areas to a uniform grade, 1-1/2" below all adjacent paving or hard surfaces. Loosen the soil surrounding each individual plant to a distance of three (3) feet around each new tree and large shrub and 12" around each new small shrub and ground cover.

- 3.12 Maintenance and Restoration
A. The Contractor will ensure adequate and proper care of all plants and work done on this project until final acceptance, but in no case less than 30 days following Substantial Completion. This will include keeping all plants in a healthy growing condition by watering, cultivating, pruning, and spraying, keeping the planting areas free from insect infestation, weeds and grass, litter, and debris, and retaining the finish grade in a neat and uniform manner. Plant crowns, runners, and branches will be kept free of mulch at all times.
B. Protect all lawn areas from vehicle and pedestrian traffic.
C. Repair all sod areas damaged by any cause prior to final acceptance.
D. The lawn establishment period will begin immediately after the lawn planting area has been accepted by the Landscape Architect, will extend for a minimum of 30 days or until the end of the contract, and will consist of caring for all lawn areas within the project limits of work.
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H. During the months of March through September, the Contractor will apply water to sodded areas at an even rate of 1" of water per week, although the Landscape Architect may change this rate as conditions warrant.
I. Final acceptance of the lawn areas will be based on the presence of a uniform stand of grass at a uniform grade at the time of final inspection. Areas 24" square and large that are bare, have a poor stand of grass, or have a finish grade that is not uniform will be at the Contractor's expense re-graded, re-sodded, and fertilized as specified herein.
J. Upon completion of the initial planting, the Landscape Architect will make an inspection of all plantings and notify the Contractor in writing of any replacements or corrective actions necessary to meet the provisions of the Contract Documents. The Contract will then replace all the rejected or missing plants and perform the specified corrective measures.
K. All replacement plants will be of the same species, size, and quality. All rejected plants will be replaced within 30 days of notification.

- 3.13 Acceptance
A. Upon receipt of a written request from the Contractor at least seven (7) prior, the Landscape Architect will inspect the planting and maintenance to determine its completion and the beginning of the guarantee period. All plants must be alive and healthy in order for the installation to be considered complete. Where inspected work does not comply with the requirements of the Contract Documents, replace rejected work and continue to perform the specified maintenance until the Landscape Architect re-inspects the work and finds it acceptable. Remove rejected plants and materials from the site.

END OF SECTION

Table with 7 columns: SYM., SCIENTIFIC NAME, COMMON NAME, HGT., SIZE, CONDITION, REMARKS. Sections include TREES (PM, QV, QS, UC), SHRUBS (DW, LMY, ML, PAC, RRZ, SG, SL), and GROUNDCOVERS AND GRASSES (Cynodon dactylon, DECOMPOSED GRANITE, 3" - 4" TEXAS BLEND RIVER ROCK).



5/7/19
The user of this file agrees to assume all responsibility for any modifications to or use of this drawing file that is inconsistent with the requirements of the Rules and Regulations of the Texas Board of Architectural Examiners. No person may make any modifications to this electronic drawing file without the Landscape Architect's express written permission.

OWNER
Schertz Auto Service

1000 FM 3009
Schertz, TX 78154

PROJECT
True Automotive No.2
Schertz, Tx

5702 FM 1103
Schertz, Texas 78108

REVISIONS
1. City Comments 5/7/19

PROJECT NUMBER
2019-074

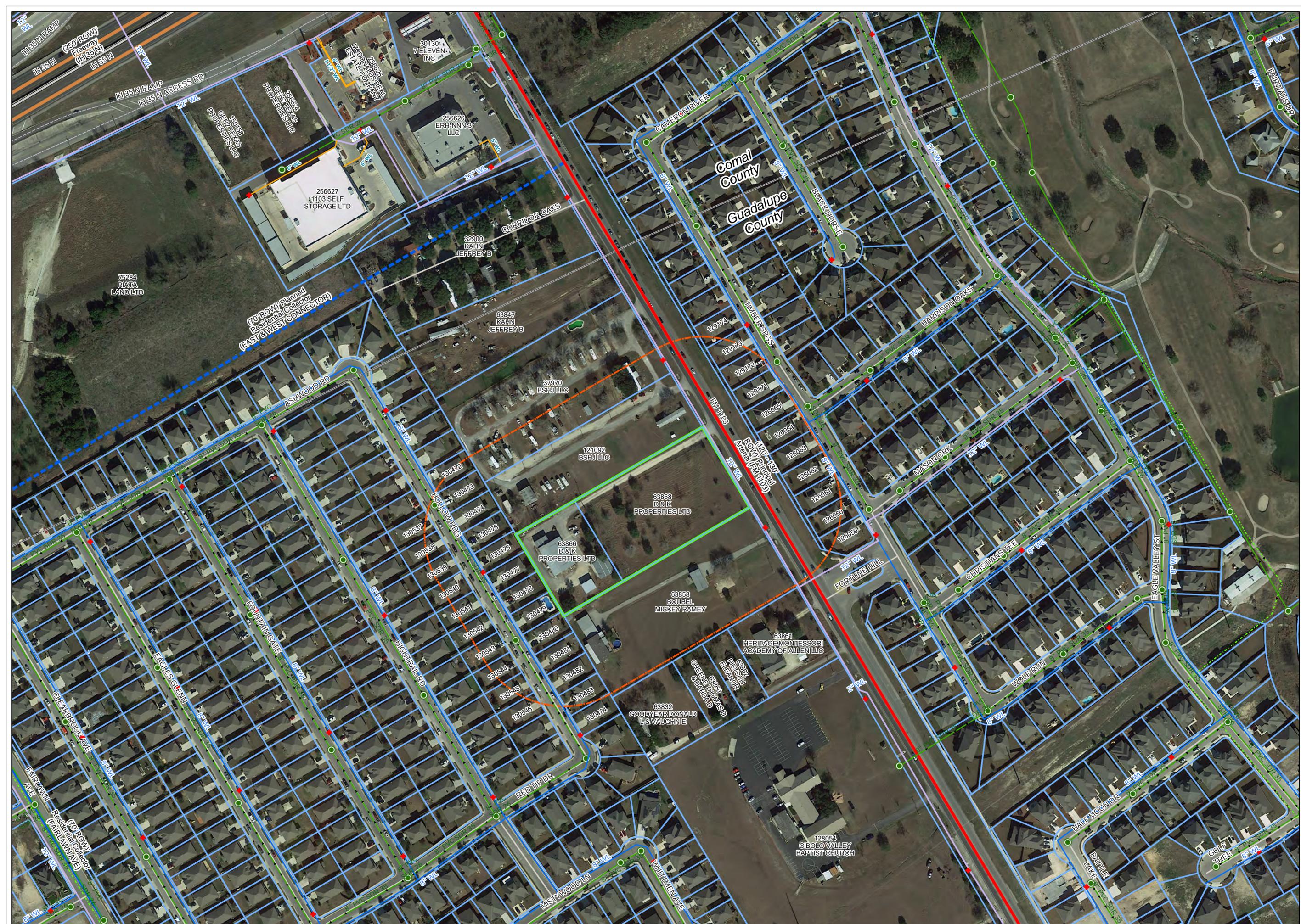
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Checked By: jr

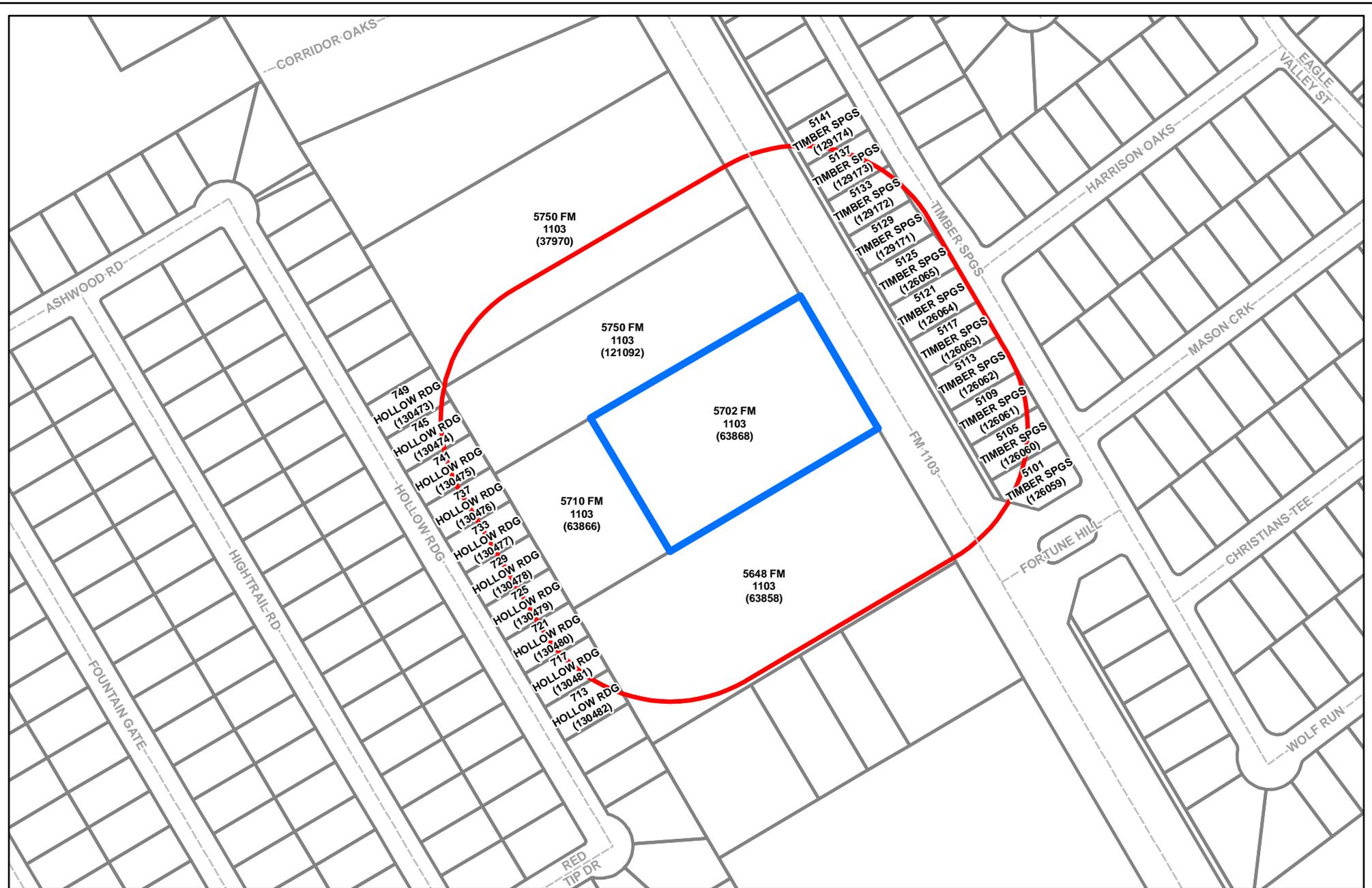
Sheet Title:
LANDSCAPE SPECIFICATIONS

Sheet Number:

6a of 6

Issue Date:
May 6, 2019





SCHERTZ
 COMMUNITY • SERVICE • OPPORTUNITY

Last Update: May 31, 2019

City of Schertz, GIS Specialist: Bill Gardner, gis@schertz.com (210) 619-1185

The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall The City of Schertz be liable for any special, indirect or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be made and information may be added to the information herein. The City of Schertz may make improvements and/or changes in the products described herein at any time.

City of Schertz
 Mark Roberts
 Subdivision IV

 200' Notification Buffer

 Parcel Boundaries





PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

May 31, 2019

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on Wednesday, June 12, 2019 at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

SUP2019-002 – A request for a Specific Use Permit to allow an Automobile Repair, Major land use on approximately 3 acres of land generally located 1500 feet south of the intersection between IH-35 and FM 1103, more specifically described as 5702 FM 1103, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Nick Kopyay, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail nkopyay@schertz.com. If you have any questions please feel free to call Nick Kopyay, Planner directly at (210) 619-1782.

Sincerely,

Nick Kopyay

Nick Kopyay
Planner

Reply Form

I am: in favor of opposed to neutral to the request for SUP2019-002

COMMENTS: *Way too many businesses have taken over the serenity and comfort of our neighborhoods.*

NAME: *Stanley & Cleida Solomon* SIGNATURE *Stanley Solomon*
(PLEASE PRINT)

STREET ADDRESS: *745 Hollow Ridge [redacted], Schertz, TX*

DATE: *10 Jun 19*

Traffic, pollution and congestion has invaded our peaceful communities. I get it - the area is growing, but these are our communities and we are watching the beauty of nature disappear! Enough is enough. This is in my back yard!

NOTICE OF PUBLIC HEARING

May 31, 2019

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SUP2019-002 - A request for a Specific-Use Permit to allow an Automobile Repair, Major land use on approximately 3 acres of land generally located 1500 feet south of the intersection between IH-35 and FM 1103, more specifically described as 5702 FM 1103, City of Schertz, Guadalupe County, Texas.

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Sincerely,

Nick Kopyay

Nick Kopyay
Planner

Reply Form

I am: in favor of [] opposed to [x] neutral to [] the request for SUP2019-002

COMMENTS: we are concerned about the potential noise and traffic on this property affecting ours

NAME: Roy Rasdale (PLEASE PRINT) SIGNATURE Roy Rasdale

STREET ADDRESS: 733 Hollow Ridge Schertz 78103

DATE: 6-4-19

Reply Form

I am: in favor of opposed to neutral to the request for SUP2019-002

COMMENTS: *Not only are we dealing with the widening of 1103 +
express traffic, we do not want additional business across the street
for more traffic + eyesores.*

NAME: JERRY A. CARDELL SIGNATURE *Jerry A. Cardell*
(PLEASE PRINT)

STREET ADDRESS: 5121 Tim Burt Spgs - SCHERTZ, TX 78108

DATE: 6-4-19

Reply Form

I am: in favor of opposed to neutral to the request for SUP2019-002

COMMENTS: Residential area only

NAME: Patricia F. Heil SIGNATURE Patricia F. Heil
(PLEASE PRINT)

STREET ADDRESS: 5125 Timber Springs, Schertz, TX 78108

DATE: June 4, 2019

NOTICE OF PUBLIC HEARING

May 31, 2019

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on Wednesday, June 12, 2019 at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

SUP2019-002 – A request for a Specific Use Permit to allow an Automobile Repair, Major land use on approximately 3 acres of land generally located 1500 feet south of the intersection between IH-35 and FM 1103, more specifically described as 5702 FM 1103, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. This form is used to calculate the percentage of landowners that support and oppose the request. You may return the reply form below prior to the first public hearing date by mail or personal delivery to Nick Kopyay, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail nkopyay@schertz.com. If you have any questions please feel free to call Nick Kopyay, Planner directly at (210) 619-1782.

Sincerely,

Nick Kopyay
Nick Kopyay
Planner

Reply Form

I am: in favor of [checked] opposed to [] neutral to [] the request for SUP2019-002

COMMENTS: Great improvement to 1103

NAME: DAVID BRADSHAW (PLEASE PRINT) SIGNATURE [Signature]

STREET ADDRESS: 5710 FM 1103

DATE: 6-5-19

Reply Form

I am: in favor of opposed to neutral to the request for **SUP2019-002**

COMMENTS: No.

NAME: Carlos Diana Martinez SIGNATURE Carlos M Martinez
(PLEASE PRINT) Diana M Martinez

STREET ADDRESS: 5113 Tim ber Springs Schertz TX 78108

DATE: 12 June 2019

Nick Kopyay

From: David Murphy <hdmurp2@hotmail.com>
Sent: Sunday, June 16, 2019 10:56 AM
To: Nick Kopyay
Subject: Request for SUP2019-002

Follow Up Flag: Follow up
Flag Status: Flagged

Nick,

I've been out of town for work so I'm emailing this to you. In regards to the public notice you sent me for request SUP2019-002 I am neutral.

Herbert D Murphy
5129 Timber Springs
Schertz, TX 78108

LOT 1
RV PARK
ZONING: GB
PROPERTY ID #37970
RANCHO VISTA
CAMPGROUND
SUBDIVISION
BSHJ, LLC
F.M. 1103
5/11-A P.R. (DOC #2016018712 O.P.R.)
(2,000 ACRES)

RV PARK
ZONING: GB
PROPERTY ID #21092
BSHJ, LLC
F.M. 1103
(DOC #2016018712 O.P.R.)
(2,000 ACRES)

LOT 31
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #130475
WENDY NICOLE TAURIN JEROD MOSBY
741 HOLLOW RIDGE
2808/0987 O.P.R.

LOT 32
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #130476
STEPHEN J. DIMANDO, JR.
737 HOLLOW RIDGE
2828/472 O.P.R.

LOT 33
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #130477
ROY & PATTI RAGSDALE
733 HOLLOW RIDGE
DOC. #2015017602 O.P.R.

LOT 34
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #130478
VALERIE CHAPMAN & ALBERT J.
ARRIAGA
729 HOLLOW RIDGE
2842/719 O.P.R.

LOT 35
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #130479
RUSTY E. & TERRI L. CHRISTON
725 HOLLOW RIDGE
DOC. #2017019834 O.P.R.

LOT 36
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #130480
ALFRED & KELLY E. KRUEGER
721 HOLLOW RIDGE
2864/676 O.P.R.

LOT 37
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #130481
PAUL A. KILGALLON
717 HOLLOW RIDGE
2840/795 O.P.R.

RETAIL
ZONING: GB
PROPERTY ID #63866
D. & K. PROPERTIES, LTD.
5710 F.M. 1103
(1489/643 O.P.R.)
(1.377 ACRES)

2.944 ACRES
OUT OF A
2.996 ACRE TRACT 1489/643 O.P.R.
SAVE AND EXCEPT
0.058 ACRE
DOC. NO. 2017020183 COUNTY
CLERKS OFFICE

VACANT LAND
ZONING: GB
PROPERTY ID #63868
D. & K. PROPERTIES, LTD.
5702 F.M. 1103
(1489/643 O.P.R.)
(1.567 ACRES)

EXISTING ZONING
GROSS ACREAGE=1.567
NET ACREAGE=1.567

PROPOSED LAND USE: AUTOMOTIVE REPAIR, MAJOR

SINGLE FAMILY RESIDENCE
ZONING: GB
PROPERTY ID #63858
MICKEY RAMEY BOUBEL
5648 F.M. 1103
(4212/106 O.P.R.)
(3,000 ACRES)

LOT 9
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #129172
DANIEL J. & JANICE PRATHER
5133 TIMBER SPRINGS
4240/497 O.P.R.

LOT 8
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #129171
HERBERT D. MURPHY
5129 TIMBER SPRINGS
DOC. #2015010247 O.P.R.

LOT 7
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #126065
PATRICIA F. HEIL
5125 TIMBER SPRINGS
DOC. #2015011401 O.P.R.

LOT 6
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #126064
JERRY & GALE CARDER
5121 TIMBER SPRINGS
DOC. #2015011235 O.P.R.

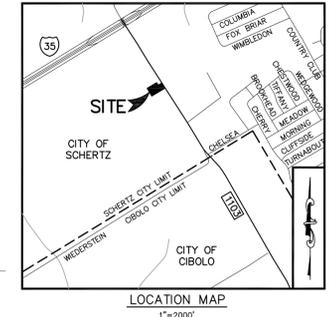
LOT 5
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #126063
CHRISTINE M. WHITE
5117 TIMBER SPRINGS
3151/981 O.P.R.

LOT 4
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #126062
CARLOS M. & DIANA MARTINEZ
5113 TIMBER SPRINGS
3166/723 O.P.R.

LOT 3
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #126061
MICHAEL & ESTER A. MARTINEZ
5109 TIMBER SPRINGS
3160/681 O.P.R.

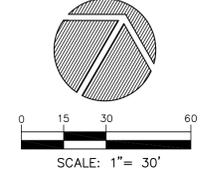
LOT 2
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #126060
JACOB & DOLORES V. GUTTIER
5105 TIMBER SPRINGS
3105/283 O.P.R.

LOT 1
SINGLE FAMILY RESIDENCE
ZONING: R-7
PROPERTY ID #126059
HESKETH L. & CONSTANCE P. BROWNE
5101 TIMBER SPRINGS
DOC. #2015013094 O.P.R.



OWNER:
D. & K. PROPERTIES, LTD.
5710 F.M. 1103
CIBOLO, TEXAS 78108
PHONE NO. (210) 945-4575

APPLICANT:
ROBERTS PROPERTIES, INC.
1000 F.M. 3009
SCHERTZ, TEXAS 78154
(120) 316-2573



NOTE:
BEARINGS SHOWN ARE BASED ON THE DEED OF A
0.058 ACRE TRACT RECORDED IN DOCUMENT NO.
2017020183 OF THE OFFICIAL PUBLIC RECORDS OF
GUADALUPE COUNTY, TEXAS

LEGEND
123/123 VOLUME/PAGE
P.R. PLAT RECORDS OF
GUADALUPE COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF
GUADALUPE COUNTY, TEXAS

FLOODPLAIN NOTE:
ACCORDING TO FLOOD INSURANCE RATE MAP,
PANEL 48187C-0230E, DATED NOVEMBER 2, 2007,
THE PROPERTY IS LOCATED IN ZONE "X" AND IS
NOT WITHIN THE 100-YEAR FLOODPLAIN.

5702 F.M. 1103
SCHERTZ, TEXAS 78154
1.567 ACRES

BEING 1.567 ACRES OF LAND SITUATED
IN THE RAFAEL GARZA SURVEY NO. 98,
CITY OF SCHERTZ, GUADALUPE COUNTY,
TEXAS, AND BEING OUT OF A 2.996
ACRE TRACT RECORDED IN VOLUME 1489,
PAGE 643, OFFICIAL PUBLIC RECORDS OF
GUADALUPE COUNTY, TEXAS; SAVE &
EXCEPT A 0.058 ACRE TRACT OF LAND
CONVEYED TO THE STATE OF TEXAS BY
DEED RECORDED IN DOCUMENT NO.
2017020183, OFFICIAL PUBLIC RECORDS
OF GUADALUPE COUNTY, TEXAS

REVISED: 3/4/19

| NO | DATE | COMMENTS |
|----|------|----------|
| | | |
| | | |
| | | |

DYE ENTERPRISES
ENGINEERS - SURVEYORS - PLANNERS
STATE REGISTRATION #00857500
TX-PL-10000000000000000000
4047 STAHL ROAD, SUITE #3
SAN ANTONIO, TEXAS 78217
TEL: (210) 598-4191
FAX: (210) 598-4191
WWW.DYE-ENTR.COM

TOTAL TRUE AUTOMOTIVE #2
SPECIFIC USE PERMIT EXHIBIT
CITY OF SCHERTZ, COUNTY OF GUADALUPE, STATE OF TEXAS

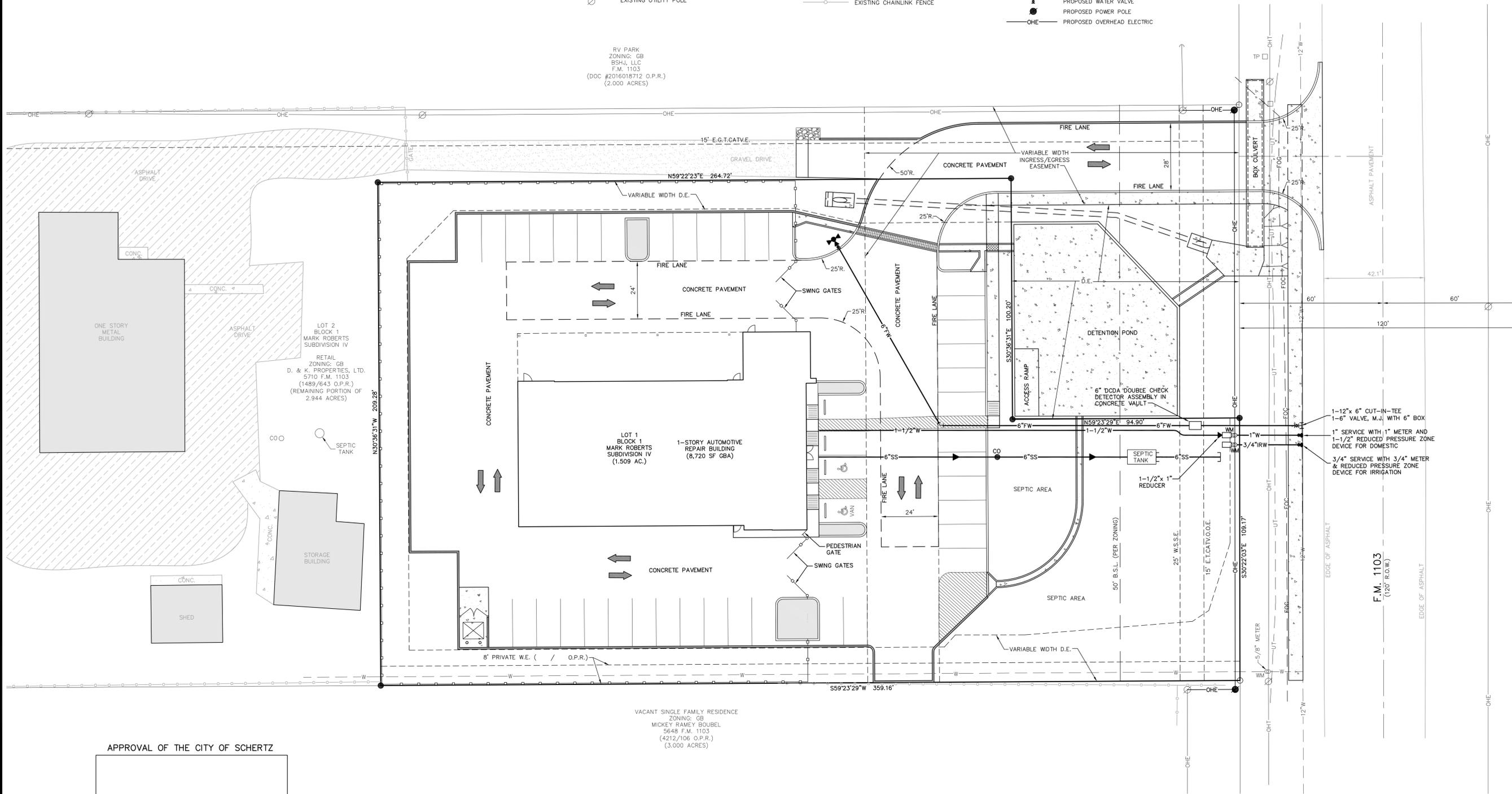
DRAWN BY: D.S.D./M.J.W.
CHECKED BY: D.S.D.
DATE: 10-12-2018
PROJECT NO: 180009-05



NOTE:
BEARINGS SHOWN ARE BASED ON THE DEED OF A
0.058 ACRE TRACT RECORDED IN DOCUMENT NO.
2017020183 OF THE OFFICIAL PUBLIC RECORDS OF
GUADALUPE COUNTY, TEXAS

- LEGEND**
- SET 1/2" STEEL REBAR WITH YELLOW CAP MARKED "DYE ENT SATX"
 - FOUND 1/2" STEEL REBAR W/CAP MARKED "RPLS 4020" (UNLESS OTHERWISE NOTED)
 - 8600/24 VOLUME/PAGE
 - P.R. PLAT RECORDS OF GUADALUPE COUNTY
 - O.P.R. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY
 - D.E. DRAINAGE EASEMENT
 - W.E. WATER EASEMENT
 - W.S.S.E. WATER & SANITARY SEWER EASEMENT
 - E.T.CATV.E. ELECTRIC, TELEPHONE, & CABLE T.V. EASEMENT
 - E.T.CATV.O.O.E. ELECTRIC, TELEPHONE, & CABLE T.V. OVERHANG ONLY EASEMENT
 - EXISTING UTILITY POLE
 - EXISTING GUYWIRE
 - OHE— EXISTING OVERHEAD ELECTRIC
 - OHT— EXISTING OVERHEAD TELEPHONE LINE
 - UT— EXISTING UNDERGROUND TELEPHONE LINE
 - FOC— EXISTING UNDERGROUND FIBER OPTIC LINE
 - SS— EXISTING SEPTIC LINE
 - W— EXISTING WATER LINE
 - ⊗ EXISTING FIRE HYDRANT
 - WV ⊗ EXISTING WATER VALVE
 - WM ⊗ EXISTING WATER METER
 - CO ○ EXISTING SANITARY SEWER CLEANOUT
 - TP □ EXISTING TELEPHONE PEDESTAL
 - EXISTING CHAINLINK FENCE
 - EXISTING SMOOTH WIRE FENCE
 - EXISTING WOOD FENCE
 - TRAFFIC FLOW ARROW
 - ▭ PROPOSED CONCRETE
 - ▬ PROPOSED CONCRETE CURB
 - ▬ PROPOSED CONCRETE WHEEL STOP
 - SS— PROPOSED SANITARY SEWER LINE
 - FW— PROPOSED FIRE WATER LINE
 - W— PROPOSED POTABLE WATER LINE
 - IRW— PROPOSED IRRIGATION WATER LINE
 - WM ⊗ PROPOSED WATER METER
 - ⊗ PROPOSED FIRE HYDRANT
 - ⊗ PROPOSED WATER VALVE
 - PROPOSED POWER POLE
 - OHE— PROPOSED OVERHEAD ELECTRIC

R.V. PARK
ZONING: GB
BSHU, LLC
F.M. 1103
(DOC #2016018712 O.P.R.)
(2.000 ACRES)



VACANT SINGLE FAMILY RESIDENCE
ZONING: GB
MICKEY RAMEY BOUBEL
5648 F.M. 1103
(4212/106 O.P.R.)
(3.000 ACRES)

F.M. 1103
(120' R.O.W.)

APPROVAL OF THE CITY OF SCHERTZ



5702 F.M. 1103
SCHERTZ, TEXAS 78154
MARK ROBERTS
SUBDIVISION IV
LOT 1, BLOCK 1
1.509 ACRES/65,732 S.F.

DYE ENTERPRISES
ENGINEERS - SURVEYORS - PLANNERS

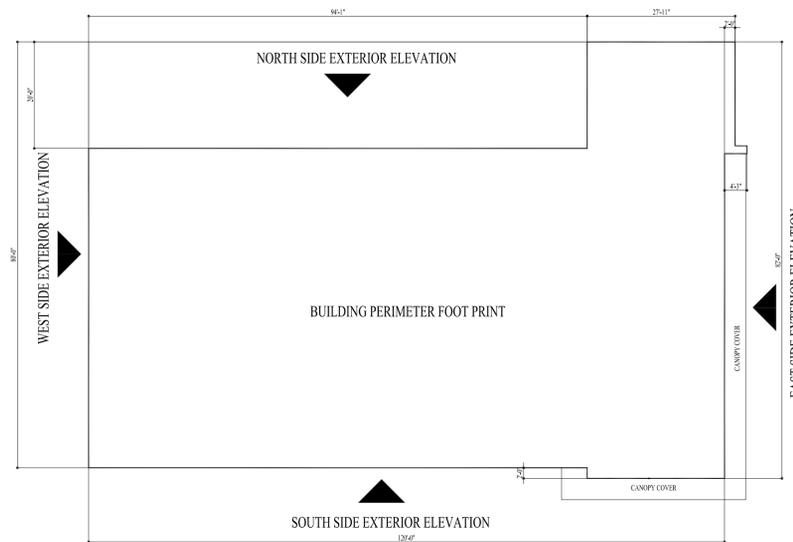
TYPE: FIRM REGISTRATION #00857500
TSP: FIRM REGISTRATION #00857500
4047 STAHL ROAD, SUITE #3
SAN ANTONIO, TEXAS 78217
TEL: (210) 598-4191
FAX: (210) 598-4191

TOTAL TRUE AUTOMOTIVE #2 - 5702 F.M. 1103
MARK ROBERTS SUBDIVISION IV - LOT 1
UTILITY PLAN

DRAWN BY: D.S.D./M.J.W.
CHECKED BY: D.S.D.
DATE: 05-17-2019
PROJECT NO: 180009-04

SHEET
2 of 6

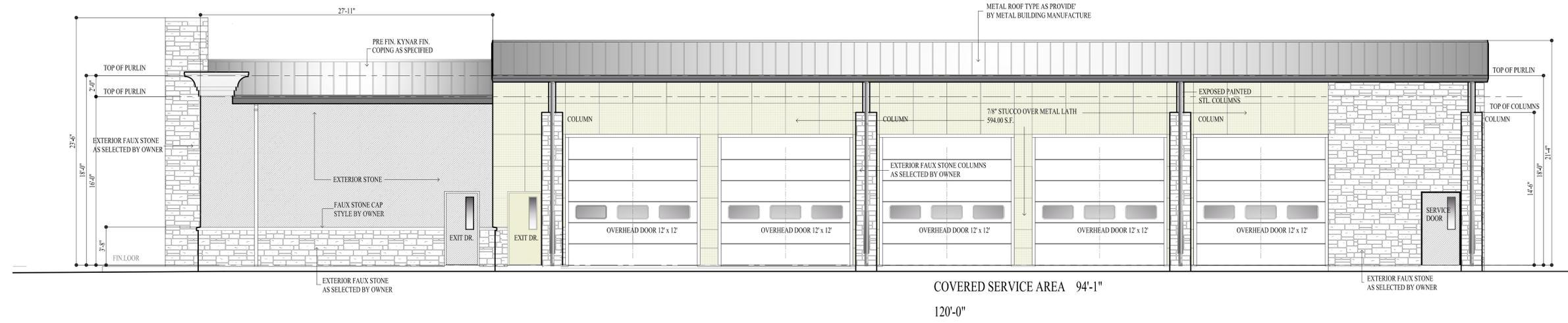
| NO. | DATE | COMMENTS |
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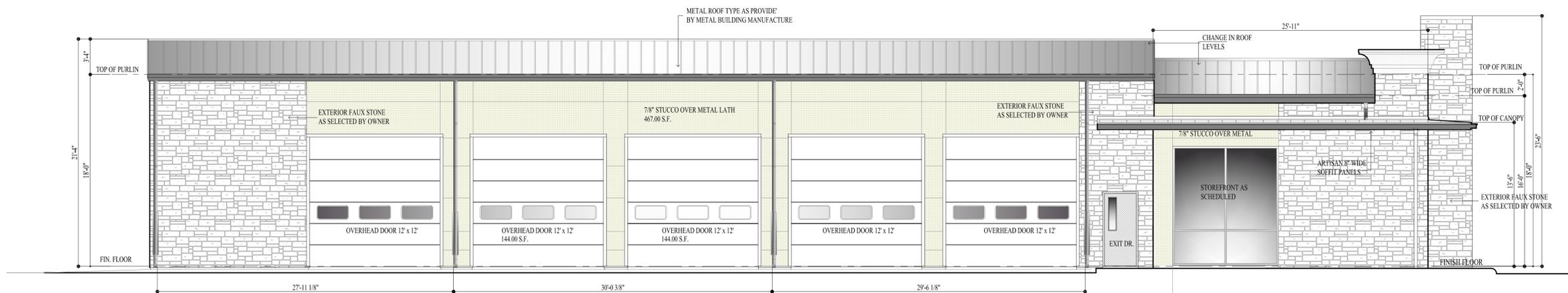
| BUILDING DESIGN CATEGORY | | COMMERCIAL |
|--|--------|------------|
| TOTAL BUILDING FACADE | | 8,173 S.F. |
| ELEVATION FACADE AREA | | |
| | North | 2,386 S.F. |
| | South | 2,357 S.F. |
| | East | 2,152 S.F. |
| | West | 1,278 S.F. |
| AREA OF WINDOWS & GLASS DOORS | | |
| | North | 0 S.F. |
| | South | 112 S.F. |
| | East | 582 S.F. |
| | West | 0 S.F. |
| ELEVATION FACADE AREA EXCLUDING WINDOWS AND GLASS DOORS | | |
| | North | 1,619 S.F. |
| | South | 1,504 S.F. |
| | East | 1,270 S.F. |
| | West | 1,278 S.F. |
| TOTAL SQUARE FOOTAGE OF EACH BUILDING MATERIAL | | |
| | Stone | 2,191 S.F. |
| | Stucco | 2,303 S.F. |
| | Tile | 1,070 S.F. |
| | Other | 107 S.F. |
| LIST AND PROVIDE THE SQUARE FOOTAGE OF EACH MATERIAL OF EACH ELEVATION | | SEE CHART |

| | TOTAL | STONE | STUCCO | TILE | OTHER | DOORS | GLAZING |
|---|------------|-------------------|----------|----------|---------|----------|----------------|
| NORTH FACADE | 2,386 S.F. | 564 S.F. | 572 S.F. | 483 S.F. | ---- | 767 S.F. | ---- |
| TOTAL MATERIAL EXCLUDING DOOR AND WINDOWS | | | | | | | |
| | | 1,619 S.F. = 68% | | | | | |
| SOUTH FACADE | 2,357 S.F. | 773 S.F. | 688 S.F. | ---- | 43 S.F. | 741 S.F. | 112 S.F. |
| TOTAL MATERIAL EXCLUDING DOOR AND WINDOWS | | | | | | | |
| | | 1,504 S.F. = 63% | | | | | |
| EAST FACADE | 2,152 S.F. | 442 S.F. | 534 S.F. | 230 S.F. | 64 S.F. | ---- | 582 S.F. = 27% |
| TOTAL MATERIAL EXCLUDING DOOR AND WINDOWS | | | | | | | |
| | | 1,270 S.F. = 59% | | | | | |
| WEST FACADE | 1,278 S.F. | 412 S.F. | 509 S.F. | 357 S.F. | ---- | ---- | ---- |
| TOTAL MATERIAL EXCLUDING DOOR AND WINDOWS | | | | | | | |
| | | 1,278 S.F. = 100% | | | | | |

3 KEY PLAN
SCALE: 1/16" = 1'-0"



2 NORTH SIDE EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



1 SOUTH SIDE EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"

405 N. ST. MARY'S ST.
SUITE 105
SAN ANTONIO, TEXAS 78205
(210) 824-1435 / fax 826-7454

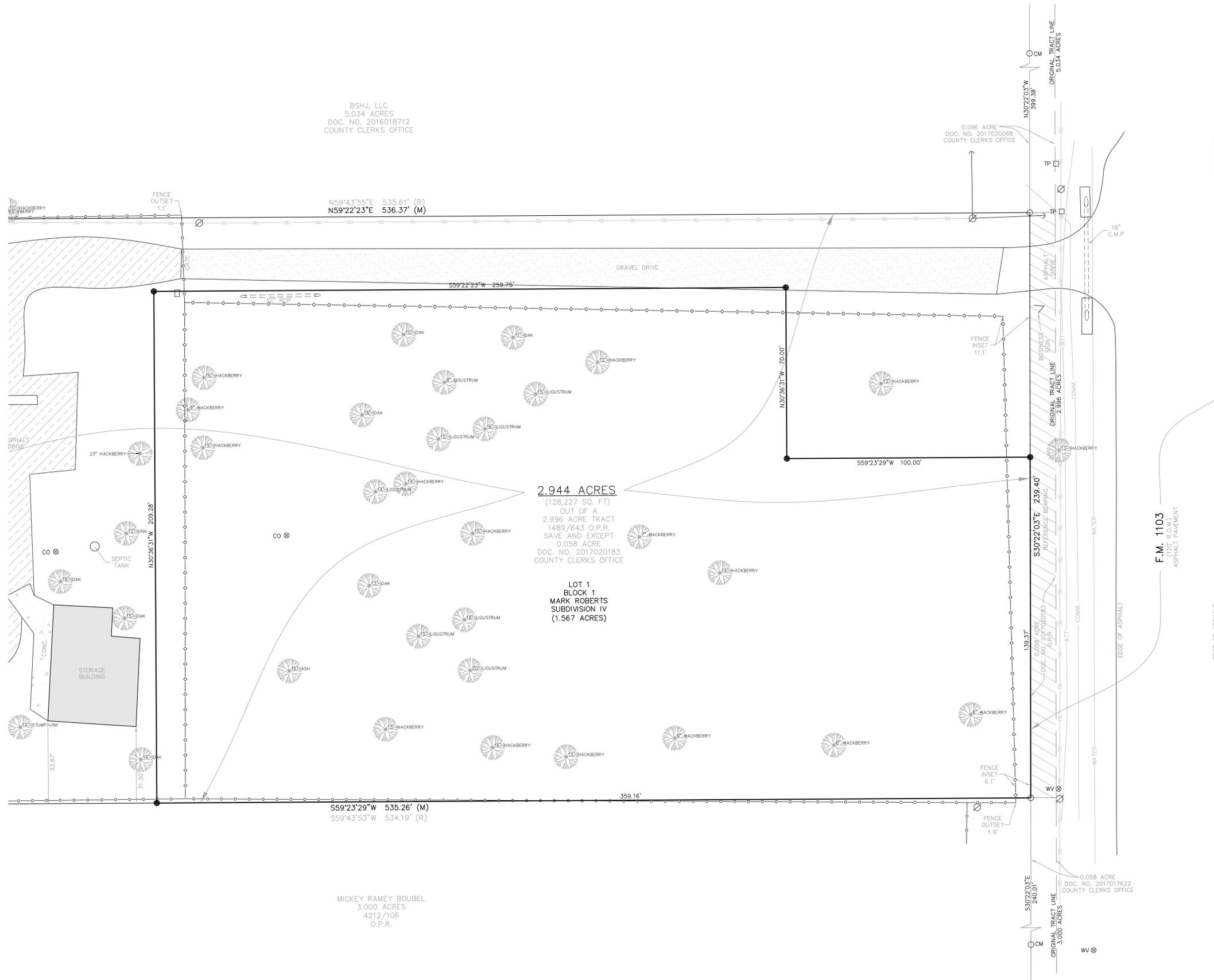
Addendum:

Project: NEW PROJECT FOR:
TOTAL TRUE AUTOMOTIVE #2
5702 F.M. 1103
SCHERTZ,
TEXAS 78154

Date: 4/22/2019

Sheet No.

A- 4 OF 6



BSHJ, LLC
5.034 ACRES
DOC. NO. 2016018712
COUNTY CLERKS OFFICE

0.096 ACRE
DOC. NO. 2017020088
COUNTY CLERKS OFFICE

N30°22'03\"/>

N59°43'55\"/>

S59°22'23\"/>

N30°36'37\"/>

S59°23'29\"/>

2.944 ACRES
(128,227 SQ. FT.)
OUT OF A
2.996 ACRE TRACT
1489/643 O.P.R.
SAVE AND EXCEPT
0.058 ACRE
DOC. NO. 2017020183
COUNTY CLERKS OFFICE

LOT 1
BLOCK 1
MARK ROBERTS
SUBDIVISION IV
(1.567 ACRES)

MICKY RAMEY BOUBEL
3.000 ACRES
4212/106
O.P.R.

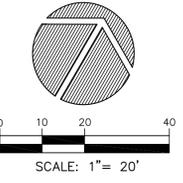
0.058 ACRE
DOC. NO. 2017017622
COUNTY CLERKS OFFICE

S30°22'03\"/>

F.M. 1103
(120' R.O.W.)
ASPHALT PAVEMENT

NOTES:

1. BEARINGS SHOWN ARE BASED ON THE DEED OF A 0.058 ACRE TRACT RECORDED IN DOCUMENT NO. 2017020183 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.
2. A LEGAL DESCRIPTION WAS PREPARED THIS SAME DATE AND IS A PART OF THIS SURVEY.
3. VERTICAL DATA IS BASED ON NAVD88



LEGEND:

- FOUND 1/2" STEEL REBAR W/CAP MARKED "RPLS 4020" (UNLESS OTHERWISE NOTED)
- (R) RECORD
- (M) MEASURED
- 123/123 VOLUME/PAGE
- O.P.R. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
- UTILITY POLE
- SERVICE POLE
- GUYWIRE
- OVERHEAD UTILITIES
- CHAINLINK FENCE
- SMOOTH WIRE FENCE
- WOOD FENCE
- FIRE HYDRANT
- WV ⊗ WATER VALVE
- CO ○ SANITARY SEWER CLEANOUT
- TP □ TELEPHONE PEDESTAL

5702 F.M. 1103
SCHERTZ, TEXAS 78154
MARK ROBERTS
SUBDIVISION IV
LOT 1, BLOCK 1
1.567 ACRES/68,267 S.F.

| NO | DATE | COMMENTS |
|----|------|----------|
| | | |
| | | |
| | | |
| | | |

DYE ENTERPRISES
ENGINEERS - SURVEYORS - PLANNERS

STATE REGISTRATION #00857500
TELEPHONE: 214-350-1100
4047 STAHL ROAD, SUITE #3
SAN ANTONIO, TEXAS 78217
FAX: (210) 698-4191
WWW.DYEENTERPRISES.COM

TOTAL TRUE AUTOMOTIVE #2 - 5702 FM-1103
MARK ROBERTS SUBDIVISION IV - LOT 1
TREE SURVEY
CITY OF SCHERTZ, COUNTY OF GUADALUPE, STATE OF TEXAS

DRAWN BY: D.S.D./M.J.W.
CHECKED BY: D.S.D.
DATE: 04-19-2019
PROJECT NO: 180009-04

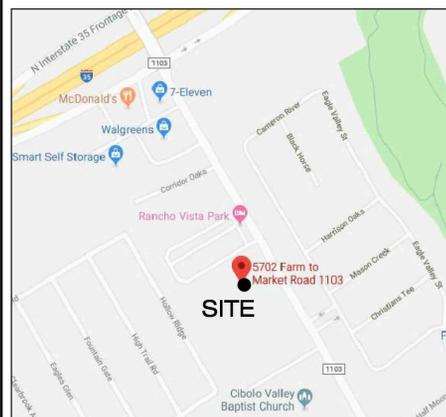
SHEET
5 of 6

LANDSCAPE ORDINANCE COMPLIANCE

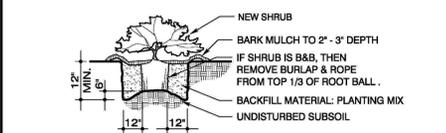


- LANDSCAPING REQUIRED**
 TOTAL SITE AREA: 68,266 SF
 20% TOTAL LANDSCAPE REQUIRED: 13,653 SF LANDSCAPING REQUIRED
 TOTAL LANDSCAPING PROVIDED: 26,876 SF (39.3%) LANDSCAPING PROVIDED
 TOTAL TREES REQUIRED: 18 TREES REQUIRED
 (9) TREES PER ACRE (43,560 SF) 18 TREES PROVIDED
 TOTAL TREES PROVIDED ON SITE: 18 TREES PROVIDED
- LANDSCAPING IN FRONT YARD**
 LANDSCAPING IN FRONT YARD REQUIRED: 13,653 SF x 40%: 5461 SF
 LANDSCAPING IN FRONT YARD PROVIDED: 14,439 SF (100%) PROVIDED
- PARKING LOT LANDSCAPING**
 TOTAL PARKING LOT AREA: 19,482 SF x 10%: 1948 SF PARKING LOT LANDSCAPING REQUIRED
 TOTAL PARKING LOT LANDSCAPING PROVIDED: 1953 SF (10.0%) PROVIDED
 TREES REQUIRED PER PARKING LOT: 1948 SF / 400 SF: 5 PARKING LOT TREES REQUIRED
 TREE PROVIDED IN PARKING LOT: 5 PARKING LOT TREES PROVIDED
- PARKING LOT SCREENING**
 PROVIDED AS REQUIRED.
- PERIMETER LANDSCAPING**
 LF ALONG FM 1103: 140 LF / 20 LF: 7 TREES REQUIRED
 TOTAL TREES PROVIDED ALONG FM 1103: 7 TREES PROVIDED
- MULTI-FAMILY / RESIDENTIAL BUFFER**
 NOT APPLICABLE.
- IRRIGATION**
 ALL NEW LANDSCAPE WILL BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.

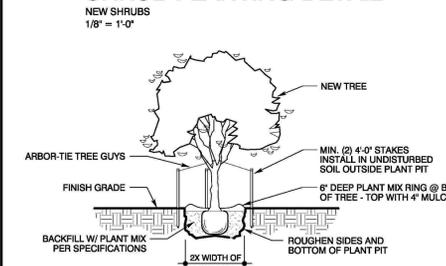
TREE MITIGATION SUMMARY
 MITIGATION REQUIRED PER TREE INVENTORY: 55 Cal. Inches
 MITIGATION OWED TO THE CITY: 55 Cal. Inches
 AMOUNT OWED TO THE CITY
 \$100 PER CAL. INCH: \$5500



VICINITY MAP (N.T.S.)



SHRUB PLANTING DETAIL



TREE PLANTING DETAIL

EXISTING PROTECTED TREE INVENTORY (1996 Schertz Ordinance)

| TAG# | SPECIES | SIZE | PROTECTED PRESERVED | PROTECTED REMOVED | HERITAGE PRESERVED | HERITAGE REMOVED (3:1) | EXEMPT | COMMENTS | |
|--------|-----------|------|---------------------|-------------------|--------------------|------------------------|--------|-----------------------|-----------------------|
| 1001 | Hackberry | 13 | | | | | 13 | Undersirable; Removed | |
| 1002 | Hackberry | 13 | | | | | 13 | Undersirable; Removed | |
| 1003 | Hackberry | 6 | | | | | 6 | Undersirable; Removed | |
| 1004 | Hackberry | 6 | | | | | 6 | Undersirable; Removed | |
| 1005 | Hackberry | 14 | | | | | 14 | Undersirable; Removed | |
| 1006 | Hackberry | 7 | | | | | 7 | Undersirable; Removed | |
| 1007 | Hackberry | 9 | | | | | 9 | Undersirable; Removed | |
| 1008 | Hackberry | 13 | | | | | 13 | Undersirable; Removed | |
| 1009 | Hackberry | 13 | | | | | 13 | Undersirable; Removed | |
| 1010 | Ligustrum | 20 | | | | | 20 | Undersirable; Removed | |
| 1011 | Hackberry | 16 | | | | | 16 | Undersirable; Removed | |
| 1012 | Ash | 16 | | 16 | | | | | |
| 1013 | Ligustrum | 15 | | | | | 15 | Undersirable; Removed | |
| 1014 | Ligustrum | 18 | | | | | 18 | Undersirable; Removed | |
| 1015 | Oak | 13 | | | | | 13 | | |
| 1016 | Hackberry | 15 | | 13 | | | | | |
| 1017 | Ligustrum | 14 | | | | | 15 | Undersirable; Removed | |
| 1018 | Hackberry | 14 | | | | | 14 | Undersirable; Removed | |
| 1019 | Ligustrum | 15 | | | | | 15 | Undersirable; Removed | |
| 1020 | Ligustrum | 16 | | | | | 16 | Undersirable; Removed | |
| 1021 | Ligustrum | 8 | | | | | 8 | Undersirable; Removed | |
| 1022 | Ligustrum | 15 | | | | | 15 | Undersirable; Removed | |
| 1023 | Hackberry | 12 | | | | | 12 | Undersirable; Removed | |
| 1024 | Oak | 11 | 11 | | | | | | |
| 1025 | Oak | 10 | 10 | | | | | | |
| 1026 | Oak | 18 | | 18 | | | | | |
| 1027 | Hackberry | 16 | | | | | 16 | Undersirable; Removed | |
| 1028 | Hackberry | 9 | | | | | 9 | Undersirable; Removed | |
| 1029 | Hackberry | 19 | | | | | 19 | Undersirable; Removed | |
| TOTALS | | | 384 | 21 | 47 | 0 | 0 | 329 | Undersirable; Removed |

TREE PRESERVATION SUMMARY

| | |
|---------------------------------------|-------|
| TOTAL CAL. INCHES ON-SITE: | 384 |
| TOTAL EXEMPT CAL. INCHES ON-SITE: | 329 |
| PROTECTED CAL. INCHES ON-SITE: | 55 |
| Protected Cal. Inches Preserved: | 0 |
| Protected Cal. Inches Removed: | 55 |
| Protected Class Mitigation Due (1:1): | 55.0 |
| HERITAGE CAL. INCHES ON-SITE: | 0 |
| Heritage Cal. Inches Preserved: | 0 |
| Heritage Cal. Inches Removed: | 0 |
| Heritage Class Mitigation Due (3:1): | 0.0 |
| Overall Preservation Ratio: | 0.00% |
| Required Overall Preservation Ratio: | 25% |
| TOTAL MITIGATION DUE: | 55 |

GENERAL NOTES:

- REFER TO SPECIFICATIONS FOR ALL CONTRACT PLANTING.
- INSTALL APPROVED IMPORTED PLANTING MIX TO MIN. DEPTH OF 6" IN ALL AREAS SCHEDULED AS LANDSCAPE PLANTING AREAS.
- INSTALL APPROVED IMPORTED TOPSOIL TO 4" DEPTH IN ALL TURFGRASS AREAS.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES IN THE FIELD PRIOR TO INSTALLATION AND MUST REPORT ANY DEVIATION IN SITE CONDITIONS TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK IN THE AFFECTED AREA.
- WHERE SHOWN ON THESE PLANS, UTILITY INFORMATION IS PROVIDED FOR REFERENCE ONLY. REF. CIVIL AND MEP PLANS FOR ALL UTILITY INFORMATION.
- VERIFY LOCATION AND DEPTH OF ALL EXISTING AND PROPOSED UTILITIES PRIOR TO ANY EXCAVATION. IN THE EVENT POTENTIAL CONFLICT(S) OCCUR BETWEEN UTILITIES AND LANDSCAPE IMPROVEMENTS, IMMEDIATELY CEASE WORK IN THE AFFECTED AREA, REPORT THE CONFLICT(S) TO THE OWNER'S REPRESENTATIVE, AND DO NOT PROCEED UNTIL RECEIPT OF SPECIFIC WRITTEN DIRECTION.

URBAN DEER NOTES:

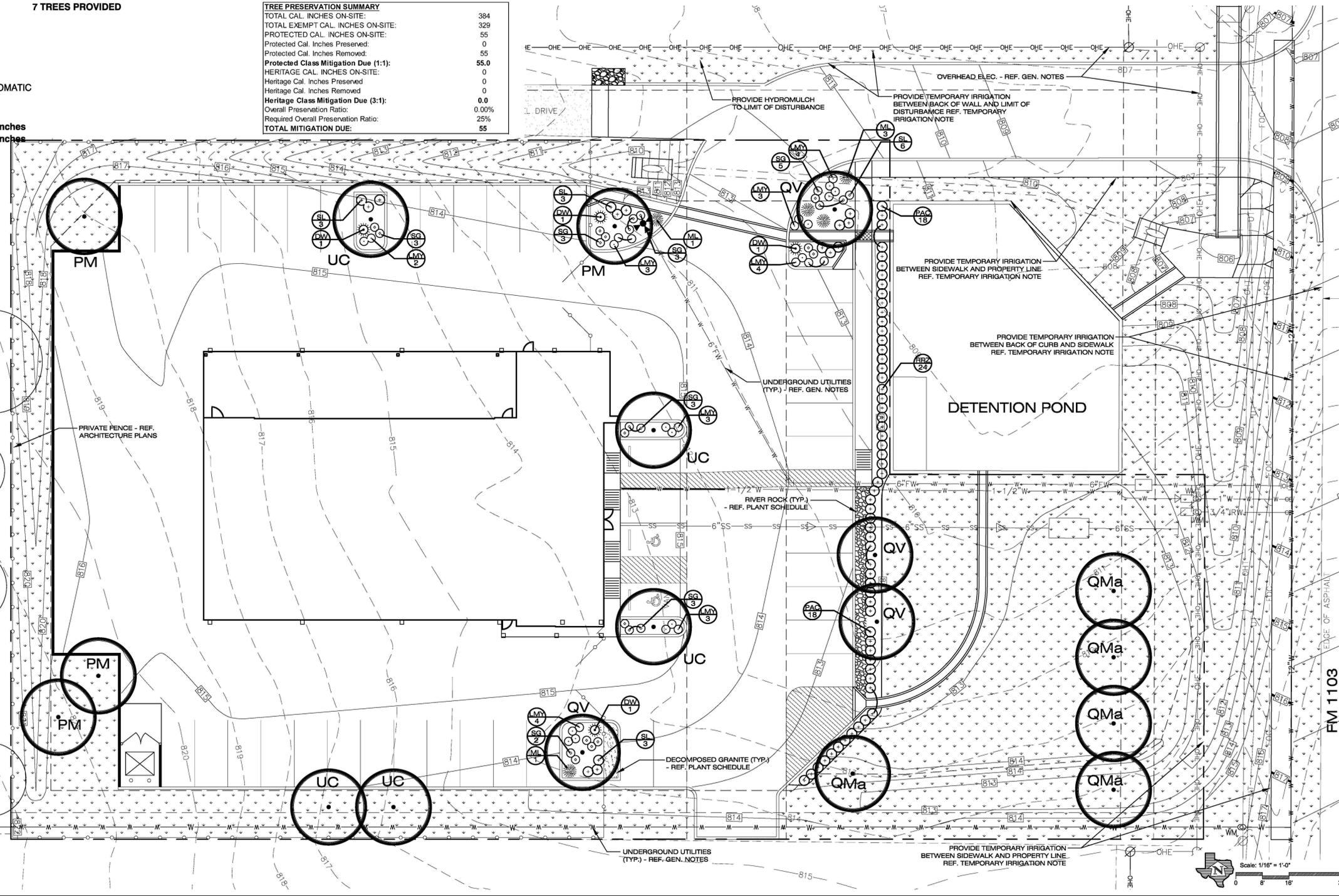
- AT THE TIME THESE DOCUMENTS WERE PREPARED THE LANDSCAPE ARCHITECT WAS NOT AWARE OF A LOCAL URBAN DEER POPULATION.
- IN THE EVENT AN URBAN DEER POPULATION IS DISCOVERED, CONTRACTOR IS SOLELY RESPONSIBLE FOR PROTECTING ALL NEWLY-INSTALLED PLANTS THROUGH THE 30-DAY MAINTENANCE PERIOD.
- APPLY "LIQUID FENCE" (OR APPROVED EQUAL) TO ALL PLANTS AS NEEDED TO DISCOURAGE BROWSING BY DEER.
- ANY NEWLY-INSTALLED PLANTS EATEN OR BROWSED BY DEER PRIOR TO THE EXPIRATION OF THE 30-DAY MAINTENANCE PERIOD SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.

OVERHEAD ELECTRIC NOTES:

- ALL PROPOSED LARGE SPECIES TREES (AS DEFINED BY THE UNIFIED DEVELOPMENT CODE IN EFFECT HEREOF) SHALL BE PLANTED NO CLOSER THAN 20' TO ALL OVERHEAD ELECTRIC UTILITY LINES.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD LOCATING ALL OVERHEAD ELECTRIC UTILITY LINES AND ENSURING THAT NO LARGE SPECIES TREES ARE PLANTED WITHIN 20' OF ANY OVERHEAD ELECTRIC UTILITY LINES.
- WHERE CITY INSPECTORS FIND ANY PROPOSED LARGE SPECIES TREES TO BE IN VIOLATION OF PROXIMITY TO OVERHEAD ELECTRIC UTILITY LINES, THE CONTRACTOR SHALL RELOCATE TREES AT NO ADDITIONAL COST TO THE OWNER.

TEMPORARY IRRIGATION NOTES:

- PROVIDE TEMPORARY IRRIGATION TO SODDED OR SEEDED AREAS WHERE SHOWN ON PLAN AND NOT SCHEDULED TO RECEIVE PERMANENT IRRIGATION.
- WHERE TEMPORARY IRRIGATION IS REQUIRED, PROVIDE TEMPORARY IRRIGATION FOR A MIN. PERIOD OF 60 DAYS OR UNTIL A GRASS STAND IS FULLY ESTABLISHED (AS DETERMINED SOLELY BY THE OWNER'S REPRESENTATIVE).



HORIZON
 DESIGN AND DEVELOPMENT
 PLANNING LANDSCAPE ARCHITECTURE
 DEVELOPMENT CONSULTING
 14607 San Pedro Ave., Suite 200
 San Antonio, Texas 78232
 210.831.8564 jrobinson@horizondesign-sa.com



5/17/19
 The user of this file agrees to assume all responsibility for any modifications to or use of this drawing file that is inconsistent with the requirements of the Rules and Regulations of the Texas Board of Architectural Examiners. No person may make any modifications to this electronic drawing file without the Landscape Architect's express written permission.

OWNER
Schertz Auto Service

1000 FM 3009
 Schertz, TX 78154

PROJECT
True Automotive No.2
 Schertz, Tx

5702 FM 1103
 Schertz, TX 78108

REVISIONS
 1. City Comments 5/17/19

PROJECT NUMBER
 2019-074

Drawn By: jv
 Checked By: jr

Sheet Title:
LANDSCAPE PLANTING PLAN

Sheet Number:

6 of 6

Issue Date:
 May 6, 2019

PART 1 - GENERAL

- 1.1 Work Included
A. Place and spread topsoil and planting mix.
B. Install edging at planter areas.
C. Excavate and prepare plant pits.
D. Place plants in pits and backfill with planting mix.
E. Prune plants.
F. Apply mulch to planter areas.
G. Install solid sod, hydromulch, or seed mix.
H. Guarantee plants.
I. Inspect plants during the Guarantee Period.

- 1.2 Reference Standards
A. Nomenclature and size. All plants must be true to name and size in conformance with the following standards:
B. American Joint Committee on Horticultural Nomenclature, 1942 ed. of Standardized Plant Names (Mount Pleasant Press, J. Horace McFarland Co., Harrisburg PA)
C. American Standard of Nursery Stock, 1973 ed. (American Association of Nurserymen, Inc., Washington DC)

- 1.3 Submittals
A. Submit weed control program in accordance with Sec. 01300
1. Indicate chemicals to be employed, manufacturer's printed instructions as to dilution and application, solution strength, application method, rates, and frequency, and frequency of manual weeding.
2. Submit chemical manufacturer's written certificate that material proposed for use meets local, state, and federal regulations for the type of material proposed and that the material is not toxic to humans and animals if applied per the manufacturer's written instructions.
B. Submit topsoil sample (min. 1-gal. bag) in accordance with Sec. 01300
1. Indicate topsoil supplier source.
2. Provide laboratory test results indicating compliance w/ topsoil composition requirements.

- C. Submit planting mix sample (min. 1-gal. bag) in accordance with Sec. 01300
1. Indicate planting mix supplier source.
2. Provide laboratory test results indicating compliance w/ planting mix composition requirements
D. Submit bark mulch sample (min. 1-gal. bag) in accordance with Sec. 01300
1. Indicate bark mulch supplier source.
E. Submit decomposed granite sample (min. 1-gal. bag) in accordance with Sec. 01300
1. Indicate decomposed granite supplier source.
F. Submit irrigation system product data in accordance with Sec. 01300.
1. Provide manufacturer's cut sheets indicating compliance with all equipment specified in the Irrigation Plans

- 1.4 Product Delivery, Storage, and Handling
D. Handle and store all materials in such a manner as to prevent damage.

- 1.5 Existing Conditions
A. Prior to commencement of work, investigate the site, locate and identify all existing underground utilities that may conflict with the installation of the work described in the contract documents, and notify the Landscape Architect of the conflict and do not proceed with construction in the affected area without specific direction.
B. Protect identified utilities from damage during installation.

- 1.6 Guarantee
A. All plants will be guaranteed against defects, including death and unsatisfactory growth, for a period of 12 months following the date of Substantial Completion. If replacement plants are installed, they will be guaranteed for an additional 12 months following their installation.

- 1.7 Responsibilities of Owner and Contractor
A. The Contractor will provide monthly inspections of the project during construction and the guarantee period and immediately provide to the Owner and the Landscape Architect a written report identifying any irregularities which affect the guarantee.
B. The Contractor will monitor any construction, whether conducted by other trades or the Owner's employees, adjacent to new and existing plants. The Contractor will identify and document any damage to the plants and immediately notify the Landscape Architect of same. The Contractor will replace any damaged plants at no expense to the Owner. Any reimbursement from other trades or contractors shall be the sole responsibility of the Contractor.
C. The Contractor will remove and replace all dead plants.
D. The Contractor will ensure all plants are installed in an upright position and to proper finish grade and will reset any plants not installed accordingly.
E. The Contractor will have the sole responsibility for ensuring that all plants are maintained and watered adequately.

- 1.8 Final Inspection
A. At the conclusion of the guarantee period, the Landscape Architect will inspect the planting to assess the final acceptance of the installation. Only plants that are alive and healthy will be accepted. The Contractor will replace any plants that are dead or, in the sole opinion of the Landscape Architect, in an unhealthy or unsightly condition or have lost their natural form due to dead or removed branches. The Contractor will bear the cost of replacing any plants.

- 1.9 Quality Assurance
A. Before entering into a contract with any subcontractor, the General Contractor will investigate the proposed subcontractor's reputation and ability to perform the work and determine whether the subcontractor is stable, reputable, and skilled in this area of work. The General Contractor will require and review a minimum of the following submittals:
1. Experience. The subcontractor will be a single firm specializing in landscape installation with a minimum 5 years documented experience. Documentation will demonstrate a minimum 10 installations of equal or greater size. The subcontractor will furnish the name, address, and telephone number for both the General Contractor and Owner on these projects, as well as the contract price, the company name under which the work was performed, and completion date.
2. Personnel. The subcontractor will provide a list of the project manager and foreman proposed to complete the work, their years of experience in the industry, any formal training, and years of service with the current company. If a separate irrigation subcontractor is to be used, the same information will be provided.
3. Business Expertise. The subcontractor will submit a current audited financial statement, current insurance certificate, contact information for their insurance company, bonding capacity and bonding company, and contact information for their bonding company.
B. Should the subcontractor selected by the General Contractor default on the contract, fail to complete the work in conformance with the Contract Documents, or enter into bankruptcy, the Owner will pay the Landscape Architect as an additional service for any additional work occasioned by the subcontractor's default.

PART 2 - PRODUCTS

- 2.1 Materials
A. Topsoil. Provided by the landscape subcontractor from local sources, sandy loam which is fertile, friable, surface soil. Topsoil will be free of rocks, stones, subsoil, building debris, weeds, grass, clay lumps, and other materials which would be detrimental to turfgrass growth. Topsoil composition will be not less than 7% nor more than 12% clay and not more than 12% silt.
B. Planting Mix. Plant mix composition will be 35% compost, 33% red sand, 16% composted topsoil, and 16% pine bark mulch.
C. Commercial Fertilizer. Complete fertilizer of neutral character, with some elements derived from organic sources and containing available plant nutrients in the following percentages:
1. For trees and shrubs - Woodace Top Dress Special (20-4-11, 8 - 9 month formula) at a rate of 5 to 10 lbs. per 100 SF
2. For lawns - Min. 1 lb. of actual nitrogen per 100 SF of lawn area, min. 4% phosphoric acid, and min. 2% potassium. Provide nitrogen in a form that will be available to turfgrass during the initial period of growth and in a minimum 50% organic form.

- 2.2 Plant Materials
A. The drawings contain a complete list of plant species, quantities, sizes, and other requirements. In the event that discrepancies occur between the quantities of plants indicated on the plant list and as indicated on the drawings, the plant quantities shown on the drawings will be given precedence.
B. No substitutions of plants will be permitted without express prior written authorization by the Landscape Architect.
C. All plants will comply with state and federal inspection and diseases infestation laws.
D. All plants will be typical of their species or variety, with normal, well-developed branches and vigorous root systems.
E. All plants will be healthy and vigorous, free from defects, disfigurement, knots, abrasions, sunscald, diseases, insect eggs or larvae, borers, and all other forms of diseases or infestations.
F. All plants will be nursery stock. Any plants gathered from native stands must be kept under nursery conditions for a minimum of 1 full growing season, must be free from all foreign plants and weeds, and must meet all other requirements of the Contract Documents.
G. Container-grown plants must exhibit development of fibrous roots and have a root mass that will retain its shape when removed from the container. Plants grown in smaller containers must have root growth sufficient to reach the sides of the container. Root-bound container-grown plants will be rejected.
H. Container sizes of a large grade than listed in the American Standard for Nursery Stock (ASNS) shall be determined by the volume of the root ball specified in the ASNS for plants of the same size.
I. All bare root plants must have a heavy, fibrous root system and dormant buds at the time of planting.
J. All plants must have average height and spread proportions and branching habit in accordance with the appropriate sections of the ASNS.
K. All plants which have girdled roots, stem, or major branch, have deformities of the stem or major branch, lack symmetrical growth habits, have dead or defoliated portions, or have any defect, injury, or conditions which in the sole opinion of the Landscape Architect renders them unsuitable, will be rejected.

- L. Balled and burlapped plants must have a solid ball of earth of minimum specified size held securely in place by burlap and stoul rope. Oversized or exceptionally heavy plants will be accepted provided the size of the root ball or spread of the roots is increased proportionally. Root balls must be tight, unbroken, and free of weed or foreign plant growth. Root balls shall have the following depth-to-diameter ratios: root ball diameters of less than 20" = minimum depth of 75% of the diameter; root ball diameters of 20" to 30" = minimum depth of 2/3 of the diameter; root ball diameters over 30" = minimum depth of 60% of the diameter.
M. Plants delivered as a single unit of 25 or less of the same size, species, and variety must be clearly marked and tagged. Plants delivered in large quantities of more than 25 must be segregated as to variety, grade, and size, and 1 plant in each 25 plants, or fraction thereof, of each size, species, and variety, must be tagged.
N. Plants stored under temporary conditions will be the responsibility of the Contractor and must be protected at all times from extreme weather conditions by insulating the root balls with sawdust, soil, mulch, or other approved measure. Plants stored on paved areas must be separated from the pavement with an insulating layer.
O. Protecting stored plants from theft or vandalism will be the sole responsibility of the Contractor. Any stolen plants will be replaced at no cost to the Owner.

- 2.3 Miscellaneous Materials
A. Mulch. Shredded native mulch applied to a depth of 4" beneath all new trees and 4" beneath all shrubs.
B. Stakes. Sound new hardwood, treated softwood, or redwood stakes, free of knot holes and other defects, or metal stakes. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire, minimum 12-gauge, with zinc-coated turnbuckles. Provide minimum 1/2" diameter rubber or plastic hose, cut to required lengths and of uniform color, material, and size, to protect tree trunks and branches from damage by wires. All new trees are to be staked.
C. Anti-Dessicant. Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's full identified containers and mix in accordance with manufacturer's instructions.
D. Plastic trunk protectors: Provide ArborGuard+, AG 9-4+ by Deep Root Partners, L.P. (or equal), (1-800-458-7958) to protect new trees from damage by string trimmers and mowers.

PART 3 - EXECUTION

- 3.1 Inspection
A. Inspect existing site conditions and progress of other trades before commencing landscape installation.
B. Verify that construction has progressed to a point at which the landscape will not be adversely affected by subsequent construction and that existing conditions are acceptable for landscape installation.
C. Report adverse conditions to the Landscape Architect and do not proceed with the work until adverse conditions have been rectified.
D. Commencement of the landscape installation will constitute acceptance of the site conditions without qualification.

- 3.2 Preparation of Subsoil
A. Inspect subsoil for the presence of objectionable materials such as rocks (2" diameter and greater), concrete waste, building debris, weeds, grass, and other material that would be detrimental to the growth of plants and turfgrass. Protect existing underground improvements from damage.
B. Cultivate the subsoil to a depth of 3" or, if the subsoil is compacted due to heavy equipment traffic or storage, cultivate to a depth of 6".

- 3.3 Spreading Topsoil
A. See lawn installation for topsoil spreading procedures in turfgrass areas.
B. Spread topsoil and planting mix to required finish grades. Fill turfgrass areas with topsoil to a minimum depth of 4"
C. Cultivate with a mechanical tiller to break up clods and cultivate by hand in inaccessible areas. Rake until the surface is smooth.
D. Remove from the site any foreign or objectionable material collected during cultivation.
E. Grade to eliminate rough spots and low spots where ponding may occur, maintaining smooth and uniform grades that will encourage positive drainage. Continue to grade the topsoil until it is firm and settled with a smooth surface, watering, drying, and re-grading as necessary.
F. The landscape Contractor is solely responsible for ensuring positive drainage regardless of the condition of the subgrade. If extreme poor objectionable conditions exist, notify the Landscape Architect before proceeding.
G. Mix the specified soil amendments and fertilizers with topsoil at the specified rates. Do not mix fertilizers unless planting will follow the spreading of topsoil or planting mix within 48 hours.
H. All planting areas must be prepared so that they remain free of debris and weeds until planting occurs.
I. Weed control in the planting areas will consist of killing all weeds and maintaining a weed-free condition in accordance with the weed control program until completion of the project.
J. Protect adjacent plants from damage due to overspray of weed control chemicals.

- 3.4 Planting
A. The Contractor will begin planting when other work divisions such as topsoil spreading have progressed sufficiently to permit planting.
B. Planting will occur where it is shown on the Contract Documents unless obstruction overhead or underground are encountered or where changes in construction have been made. Prior to the excavation of shrub or tree pits, the Contractor will locate and identify all underground utility lines, electrical cables, irrigation lines, and conduits. If such obstructions are found, promptly notify the Landscape Architect and do not proceed without clear direction.
C. No planting pits will be excavated until the proposed locations and plant sizes have been reviewed and approved by the Landscape Architect. Each plant will be planted in an individual pit dug with straight vertical sides. All plants will be set such that their original soil level is equal to the ultimate finish grade. No filling will be done around the trunks and stems. All ropes, wires, slaves, etc., will be removed from the sides and top of the root ball and removed from the pit before filling. Burlap will be properly cut and removed from the sides of the root ball. When a depth is specified for the plant pit, it will be construed as the depth below adjacent finish grade. Excess excavation from plant pits shall be either used elsewhere or removed from the site entirely.
D. The Landscape Architect will review and approve the location and orientation of all plants prior to excavation of their pits. All trees will be planted in pits a minimum 24" greater in diameter than the container size or spread of their roots. In the event that solid rock is encountered in the bottom of the pit, break up and loosen the sides and bottom of the pit so that water will drain effectively. The pit will be a minimum of 6" deeper than the depth of the root ball and will have a crown from the middle to the sides in order to direct drainage away from the root ball. Place planting mix in the bottom of the pit and tamp down to prevent settling. Backfill the pits with planting mix in layers no greater than 9" and tamp down to avoid settling. Provide enough planting mix to bring to finish grade and form a saucer with a minimum 4" lip around the perimeter of the tree's root ball so water will pond and soak into the root ball.
E. Slate trees immediately after planting, then remove the stakes after one (1) year.
F. If deciduous trees are planted in full-leaf, spray with anti-dessicant to provide an adequate film over the trunk, branches, stems, and foliage.
G. Shrubs will be planted in pits a minimum of 12" greater in width than the diameter of the root ball or container. In the event that solid rock is encountered in the bottom of the pit, break up and loosen the sides and bottom of the pit so that water will drain effectively. The depth of the pit will be sufficient to accommodate the root ball and to set the plant at finish grade. Backfill the pit with planting mix, tamp down and settle thoroughly, bring to finish grade, and form a slight saucer to hold additional water and soak the root ball. After planting has been approved, apply bark mulch to a depth of 2" around all plants in the planting area.
H. All ground cover material will be planted as follows:
1. One gallon material will be planted the same as one gallon shrubs.
2. 4" pot material will be planted in pits the same size as or larger than the root system, then firmly tamped by hand and watered in using a fine spray.
3. Where settlement occurs, backfill with additional planting mix to cover exposed roots and to bring to finish grade.
4. After planting has been reviewed and approved, apply decomposed granite to a compacted depth of 2".
5. Thoroughly water each plant using a root stimulator solution (Green Light or equal) mixed according to the manufacturer's recommendations.
6. Neatly prune and/or clip each plant as necessary to preserve the natural character. Conduct all pruning with sharp, clean tools and clip bruised or broken branches with a clean cut. Paint pruning cuts 2" in diameter and larger with an approved tree wound paint.
7. Apply water as required to keep the mulch damp at all times during germination and initial growth period or as directed by the Landscape Architect.

- 3.5 Lawn Installation
A. Do not commence lawn installation until after the irrigation system has been completely installed and is operational.
B. Do not commence any lawn installation until the Landscape Architect has reviewed and approved all areas prepared for seeding.

- 3.7 Hydromulch
A. Seed
1. Fresh, clean, new-crop seed, meeting USDA rules and regulations under the Federal Seed Act and Texas Seed Law for purity and germination.
2. Free of objectionable foreign material.
3. Treated with approved fungicide by a commercial or state laboratory not more than 6 months prior to the date of planting.
4. Wet, moldy, or damaged seed will not be accepted.
5. Seed Mixture:
5.1. If planting occurs between May 15 and September 1, provide Sultan bermudagrass seed at 12 lbs. PLS per 1000 SF of seeded area.
5.2. If planting occurs between September 2 and May 14, provide Gulf annual ryegrass seed at 8 lbs. PLS per 1000 SF of seeded area. Return to jobsite between May 15 and May 30 after all ryegrass has died, till the hydromulch area, and re-apply the hydromulch with Sultan bermudagrass seed at 2 lbs. PLS per 1000 SF of seeded area.
5.3. If planting in shaded areas between September 2 and May 14, provide Hound Dog Fescue seed at 3 lbs. PLS per 1000 SF of seeded area.

- B. Accessories
1. Fertilizer: Commercial lawn fertilizer, water soluble, 50% slow release.
2. Water: Clean, fresh, and free from foreign substances or material.
3. Glue agent: Contractor's standard type, non-detrimental to seed.
4. Wood mulching agent: Contractor's standard type, non-detrimental to seed.
5. Stakes: Softwood lumber, chisel pointed.
6. String: Organic fiber.
C. Hydromulching Slurry Mix
1. Mix specified seed, fertilizer, and wood mulching agent in water, using equipment specifically designed for hydrosseed application. Continue mixing until blended uniformly into a homogeneous slurry suitable for hydraulic application.
2. Proportion slurry mix as follows:
2.1. Wood mulching agent: 45 lbs. per 1000 SF of seeded area
2.2. Water soluble fertilizer: 5 lbs. per 1000 of seeded area
2.3. Glue agent: 1 lb. per 1000 SF of seeded area
2.4. Seed

- D. Subsoil Preparation
1. Remove from subsoil all objectionable material such as concrete waste, building debris, rubbish, weeds, grass, stumps, and rocks greater than 1" in diameter.
2. Protect existing underground improvements.
3. Cultivate to a depth of 3" in areas to receive topsoil. If subsoil is compacted due to equipment traffic or storage, cultivate to a depth of 6".
E. Topsoil Spreading
1. Spread topsoil at minimum specified depth to required finish grades. In areas inaccessible by tiller, cultivate by hand.
2. Rake until topsoil surface is smooth
3. Remove from the site any objectionable materials collected during cultivation.
4. Fine grade to eliminate rough and low spots where ponding or marcelling would occur.
5. Maintain smooth, uniform grades, working topsoil, watering, drying, and re-grading as necessary to produce a firm, smooth, and settled soil profile.
6. The landscape subcontractor shall be responsible for assuring positive drainage regardless of the subgrade condition. If extreme or objectionable subgrade conditions exist, notify the Landscape Architect prior to spreading topsoil.
7. Mix the specified soil amendments and fertilizer with topsoil at rates specified. Do not mix fertilizers if hydromulch will not be applied within 3 days.
8. Maintain all prepared planting areas free of weeds and debris.
9. Planting area weed control shall consist of removing all existing weeds and maintaining a weed-free condition in accordance with the approved weed control plan until project completion.
10. Protect adjacent vegetation from damage due to overspray or misplaced application of weed control chemicals. Replace all plants mistakenly treated with weed control chemicals at no cost to the Owner.

- F. Hydrosseeding
1. Examination
1.1. Verify that the topsoil profile has been prepared in accordance with this Section and is ready to receive the planting.
1.2. Apply seeded slurry with a hydraulic seeder evenly in 2 intersecting directions.
1.3. Identify seeded areas with stakes and string around the entire perimeter. Space stakes at max. 15 feet O.C. and set string height to 12" above adjacent finish grade.
G. Cleaning
1. Maintain the construction, storage, and planting areas free from the accumulation of waste materials and debris.
2. Clean all paved areas that become soiled during landscape installation. Remove dirt, planting materials, and debris.
3. Clean in accordance with Sections 01500 and 01700.

- 3.8 CULTIVATION AND CLEANUP
A. Upon completion of the planting, all excess material shall be removed and disposed of at a location off-site. Bring the finish grade in planter areas to a uniform grade, 1-1/2" below all adjacent paving or hard surfaces. Loosen the soil surrounding each individual plant to a distance of three (3) feet around each new tree and large shrub and 12" around each new small shrub and ground cover.

- 3.9 MAINTENANCE AND RESTORATION
A. The Contractor will ensure adequate and proper care of all plants and work done on this project until final acceptance, but in no case less than 30 days following Substantial Completion. This will include keeping all plants in a healthy growing condition by watering, cultivating, pruning, and spraying, keeping the planting areas free from insect infestation, weeds and grass, litter, and debris, and retaining the finish grade in a neat and uniform manner. Plant crowns, runners, and branches will be kept free of mulch at all times.
B. Protect all lawn areas from vehicle and pedestrian traffic.
C. Repair all sod areas damaged by any cause prior to final acceptance.
D. The lawn establishment period will begin immediately after the lawn planting area has been accepted by the Landscape Architect, will extend for a minimum of 30 days or until the end of the contract, and will consist of caring for all lawn areas within the project limits of work.
E. During the lawn establishment period, the Contractor will be responsible for ensuring healthy growth of the turfgrass. This responsibility includes all labor and materials necessary keep the project in a presentable condition, including, but not limited to, litter removal, mowing, trimming, weed control, removal of grass clipping, edging, and any necessary re-sodding and repair.
F. During the lawn establishment period the Contractor will as often as conditions dictate mow the turfgrass to a cutting height of 1-1/2". The turfgrass shall never exceed 3" in height and all clipping will be removed from the site.
G. During the months of March through September, the Contractor will edge at least once every month or as directed by the Landscape Architect.
H. During the months of March through September, the Contractor will apply water to sodded areas at an even rate of 1" of water per week, although the Landscape Architect may change this rate as conditions warrant.
I. Final acceptance of the lawn areas will be based on the presence of a uniform stand of grass at a uniform grade at the time of final inspection. Areas 24" square and large that are bare, have a poor stand of grass, or have a finish grade that is not uniform will be at the Contractor's expense re-sodded, and fertilized as specified herein.
J. Upon completion of the initial planting, the Landscape Architect will make an inspection of all plantings and notify the Contractor in writing of any replacements or corrective actions necessary to meet the provisions of the Contract Documents. The Contract will then replace all the rejected or missing plants and perform the specified corrective measures.
K. All replacement plants will be of the same species, size, and quality. All rejected plants will be replaced within 30 days of notification.

- 3.10 ACCEPTANCE
A. Upon receipt of a written request from the Contractor at least seven (7) prior, the Landscape Architect will inspect the planting and maintenance to determine its completion and the beginning of the guarantee period. All plants must be alive and healthy in order for the installation to be considered complete. Where inspected work does not comply with the requirements of the Contract Documents, replace rejected work and continue to perform the specified maintenance until the Landscape Architect re-inspects the work and finds it acceptable. Remove rejected plants and materials from the site.

- 3.11 Cultivation and Cleanup
A. Upon completion of the planting, all excess material shall be removed and disposed of at a location off-site. Bring the finish grade in planter areas to a uniform grade, 1-1/2" below all adjacent paving or hard surfaces. Loosen the soil surrounding each individual plant to a distance of three (3) feet around each new tree and large shrub and 12" around each new small shrub and ground cover.

- 3.12 Maintenance and Restoration
A. The Contractor will ensure adequate and proper care of all plants and work done on this project until final acceptance, but in no case less than 30 days following Substantial Completion. This will include keeping all plants in a healthy growing condition by watering, cultivating, pruning, and spraying, keeping the planting areas free from insect infestation, weeds and grass, litter, and debris, and retaining the finish grade in a neat and uniform manner. Plant crowns, runners, and branches will be kept free of mulch at all times.
B. Protect all lawn areas from vehicle and pedestrian traffic.
C. Repair all sod areas damaged by any cause prior to final acceptance.
D. The lawn establishment period will begin immediately after the lawn planting area has been accepted by the Landscape Architect, will extend for a minimum of 30 days or until the end of the contract, and will consist of caring for all lawn areas within the project limits of work.
E. During the lawn establishment period, the Contractor will be responsible for ensuring healthy growth of the turfgrass. This responsibility includes all labor and materials necessary keep the project in a presentable condition, including, but not limited to, litter removal, mowing, trimming, weed control, removal of grass clipping, edging, and any necessary re-sodding and repair.
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J. Upon completion of the initial planting, the Landscape Architect will make an inspection of all plantings and notify the Contractor in writing of any replacements or corrective actions necessary to meet the provisions of the Contract Documents. The Contract will then replace all the rejected or missing plants and perform the specified corrective measures.
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- 3.13 Acceptance
A. Upon receipt of a written request from the Contractor at least seven (7) prior, the Landscape Architect will inspect the planting and maintenance to determine its completion and the beginning of the guarantee period. All plants must be alive and healthy in order for the installation to be considered complete. Where inspected work does not comply with the requirements of the Contract Documents, replace rejected work and continue to perform the specified maintenance until the Landscape Architect re-inspects the work and finds it acceptable. Remove rejected plants and materials from the site.

END OF SECTION

Table with 7 columns: SYM., SCIENTIFIC NAME, COMMON NAME, HGT., SIZE, CONDITION, REMARKS. It is divided into sections for TREES, SHRUBS, and GROUNDCOVERS AND GRASSES, listing various plant species and their specifications.



5/7/19
The user of this file agrees to assume all responsibility for any modifications to or use of this drawing file that is inconsistent with the requirements of the Rules and Regulations of the Texas Board of Architectural Examiners. No person may make any modifications to this electronic drawing file without the Landscape Architect's express written permission.

OWNER
Schertz Auto Service

1000 FM 3009
Schertz, TX 78154

PROJECT
True Automotive No.2
Schertz, Tx

5702 FM 1103
Schertz, Texas 78108

REVISIONS
1. City Comments 5/7/19

PROJECT NUMBER
2019-074

Drawn By: jv
Checked By: jr

Sheet Title:
LANDSCAPE SPECIFICATIONS

Sheet Number:

6a of 6

Issue Date:
May 6, 2019

CITY COUNCIL MEMORANDUM

City Council Meeting: July 9, 2019
Department: City Secretary
Subject: Presentation/Workshop on Emergency Operations Center & Emergency Operations Plan. (K. Long)

BACKGROUND

This workshop was requested by Councilmember Ralph Gutierrez.

Attachments

Power Point



City of Schertz

City Council Workshop – July 9, 2019

National Incident Management System (NIMS)

Bottom Line Up Front

- Senior leaders/executives are crucial for a successful response:
 - NIMS: Assigns responsibility for dealing with a disaster locally to the County Judge or Mayor
 - Know which residents need support

- Local Responsibilities:
 - City of Schertz all hazards
 - Emergency Planning - Written plans (Annexes) (EOP)
 - Training Emergency Responders & Officials
 - Conduct Drills and Exercises
 - Provide EOC with back up power and communications
 - Develop mutual aid agreements and respond to emergencies

Senior Leader/Executive Decisions

- Decisions the senior leader/executive is responsible for:
 - When/whether to evacuate the City of Schertz
 - When/whether to declare a disaster
 - Setting priorities in coordination with other senior officials
 - Policy changes



Emergency Management Program

- Vision/role of the Office of Emergency Management
 - Comprehensive system to respond to emergencies or disasters impacting our community.
- City of Schertz plans:
 - Comprehensive emergency management plan
 - Emergency Operations Plan (EOP)
 - Continuity of Operations (COOP) plan or Continuity of Government (COG) plan
 - Hazard mitigation plan
 - Hazardous materials incident plans
 - Recovery
 - Training on the plans, practicing for implementation annual basis



City of Schertz Capacity and Capability to Respond

- Resources readily available to the City of Schertz:
 - Evacuation resources
 - Stockpiles (food, medical supplies, shelter supplies)
 - Volunteers (Red Cross, CERT, faith-based groups)
- How to request additional resources:
 - Emergency Management Assistance Compact (EMAC)
 - Mutual aid agreements
 - State resources
 - Federal resources

Incident Management and Coordination

When disasters occur, response happens at four levels:

- **Incident Command System (ICS)** – manages tactical activities that aim to stabilize an incident, save lives, and protect property and the environment
 - Led by Incident Commander (IC)
- **Emergency Operations Center (EOC)** – provides incident support activities, including strategic coordination, resource acquisition, and information gathering
 - Led by EMC
- **Multiagency Coordination Group (MAC Group) or Policy Group** – provides policy guidance to incident personnel, supports resource prioritization, and enables decision-making
 - Led by Mayor, City Council, and City Manager/Asst City Managers
- **Joint Information System (JIS)** – ensures coherent, consistent, and accurate messaging and communication with the media and public
 - Led by Public Information Officer (PIO)
 - Joint Information Center (JIC) houses the operations of the JIS



EOC Director

PIO

Planning

Finance

Operations

Logistics

EXIT



How should Citizens Prepare

- A disaster supplies kit is simply a collection of basic items your household may need in the event of an emergency.
- Have a plan, based advance notice
- Citizens should: observe safety messages put out by EOC
- Have 72 hours worth of supplies on hand
 - Water and Food
 - Battery powered flashlights
 - Extra batteries
 - Garbage bags
 - First Aid kit
 - Prescription drugs and Non-Prescription drugs
 - Any other special need supplies
 - Animal supplies
 - Eyeglasses

What should Citizens Expect from City

■ Short-Term

- Public Safety Response
- Public Works – Debris removal
- Temporary Emergency Shelter
- PD may close area to protect belongings
- Water/Food – Local vendors, Regional, State

■ Long-Term

- Damage Assessment
- Planning for Recovery and Rehab
- Building Inspections
- Mitigation
- Public Health
- Housing
- Facilitate meeting between State and Federal Gov for assistance programs

How the City Communicates

- Emergency Preparedness
 - Promote REAN registration on website, social media, Schertz Magazine, and e-newsletter
 - Educational campaigns on how residents can be prepared
 - National Preparedness Month (Sept.)
 - Host a preparedness fair/expo in the future
 - Brochures, flyers, etc.

- Active Emergency
 - Goal is a unified message across all agencies
 - Suspend scheduled social media posts
 - Use IPAWS, REAN, and reverse 911
 - Website
 - E-blasts
 - Press Releases
 - No Sirens

Questions?



CITY COUNCIL MEMORANDUM

City Council Meeting: July 9, 2019
Department: Public Affairs
Subject: Update on Civic Center Operations and A/V Upgrades (S. Gonzalez/L. Klepper)

BACKGROUND

At the October 23, 2018 City Council meeting staff presented an overview of the Civic Center operations which outlined budgeted expenses, annual revenues, cost recovery information, and proposed operational changes that would work toward improving efficiencies and realizing cost savings.

Since then, staff has implemented several of these operational improvements that maintains the level of service while also helping to achieve the goal of increasing cost recovery; or in other words, working to close the gap on the amount that is subsidized by the general fund. Current projected estimates for FY 2018-19 show a cost recovery of 75%, a 2% increase over last FY. This percentage could fluctuate based on final revenue numbers.

Below is a list of some of the more significant operational changes staff has made since October 2018:

- Turn North Center and Community Center into self-service facilities:
 - Starting in December 2018 both the Community Center and North Center facilities became self-service operations. This change requires renters to complete their own setup and tear down for their events as well as to perform general cleaning of the room/kitchen area. By doing this, the demand for Event Attendant staff in the two facilities has been reduced due to the minimal amount of time they need to be in those facilities to clean restrooms and take out the trash between events. This change in service continues to offer affordable facilities for the community. Additionally, there has not been any impact in rentals due to this service change.
- Contractual updates:
 - At the early part of 2019 staff updated booking policies and procedures to better align with area venues that have similar operations. The Civic Center (Ballroom and Bluebonnet Hall) contract was updated to reflect new payment terms that help to minimize cancellations. The new payment terms for the Ballroom requires that 50% of the rental fee be paid 180 days prior to the event and the remaining 50% due 45 days prior to the event. Old terms only required full payment 30 days prior to the event. Staff found the old practice costly as renters could cancel their event 30 days out with little investment in the room (deposit only), leaving staff unable to rebook the date, thereby losing out on the room revenue.
 - In April 2019 staff also evaluated hours of operations in the facilities. In order to minimize the hours staff is needed in the facilities, a full day rental is now 12 hours, whereas it was up to 16 before. Additionally, the facilities now close at 10:00 p.m. Monday – Thursday, instead of midnight, which again helps in minimizing the staff hours needed during the week.
- Website updates:
 - Since making changes to the Civic Center webpages (updating room descriptions, adding photos, providing pricing information, etc.) in 2018 on the Schertz.com website, staff has seen increased web traffic and has had more than 150 rental requests/inquiries come through email/website in this fiscal year.
- Staffing changes:
 - The above operational changes have allowed Civic Center staff to find staff savings by converting one full-time Event Attendant position to a 28-hour part-time position (approximate savings of \$20,000). Additionally, Civic Center staff was able to forgo using any of the budgeted funds for contracted cleaning of the facilities (\$20,000).

Recommended changes going forward:

- Rate structure review
 - For FY 2019-20 staff is recommending changing the rate structure for the self-service facilities from a set rate to an hourly rate. After review of other area community centers and similar facilities staff has found that an hourly rate is most often applied. Going to an hourly rate gives renters the flexibility to choose how long they need the facility and more control over the price they pay. There will be a minimum number of rental hours associated with event, so staff does not anticipate revenues to be negatively impacted by this change. This proposed rate structure will still continue to offer affordable options to the community.
 - A/V upgrades
 - In November 2018 staff came to Council to reject the bids the city received for Audio Visual upgrades for the Civic Center. At the time, Staff had anticipated the cost to be \$50,000; however, as the system has not been upgraded since the facility was built in 2006, staff discovered as the bids came in that upgrading the whole system to current technology would cost \$200,000 - \$250,000.
 - At the time, staff's focus was on making the above-mentioned operational changes to improve efficiencies and cost recovery. During the conversation with Council it was discussed that HOT funds could be an avenue as a funding source for the A/V system upgrade. Staff indicated this item would be revisited in 2019 once time had been taken to implement and evaluate the operational changes. As this has been done and continues on an ongoing basis, staff feels now is the time to revisit this project.
 - Staff has received approval from Management, Finance and Legal to use HOT funds and is currently moving forward with this project. As of June 30, the balance in the HOT funds account is \$2,055,215.10.
 - On June 4 Purchasing sent out a request for proposals on BuyBoard for Audio Visual upgrade proposals for the Civic Center. On June 12 staff hosted site visits with multiple companies to view the facility and on June 21 staff received 4 proposals. Currently the proposals are in review and following discussion and evaluation, staff plans to come to Council in August with a recommendation for award of the project. In addition, staff wants to make Council aware that a Budget Amendment will have to be done, but Finance plans to take this to Council concurrently with the A/V project recommendation.
-

CITY COUNCIL MEMORANDUM

City Council Meeting: July 9, 2019
Department: Engineering
Subject: Update on major projects in progress including CIP, CityView Software, Utility Meter Swap Out, AgendaQuick Software, Civic Rec Software, and Phone System Replacement. (K. Woodlee)

Attachments

July 2019 Major Project Update

CITY COUNCIL MEMORANDUM

City Council Meeting: July 9, 2019

Department: City Manager

Subject: Update on major projects in progress/CIP, City View, Utility Meter Swap Out, AgendaQuick Software, Civic Rec Software, and Phone System Replacement

Background

This is the monthly update on large capital projects that are in progress or in the planning process. This update is being provided so Council will be up to date on the progress of these large projects. If Council desires more information on any project or on projects not on this list, please reach out to staff and that information will be provided.

Drainage Projects:

1. **East Dietz Creek Desilting:** C-3 Environmental continues to work on establishing vegetation in the channel as well as restore Gutierrez Park. Final completion is contingent on the completion of these items.
2. **Drainage Maintenance Projects:**
 - a. **Hidden Grove:** C-3 Environmental continues to work on the Hidden Grove portion of the project. Despite weather impacts, the second set of junction boxes were installed along with several hundred more feet of underground storm pipe. The existing corrugated metal pipe culverts were removed as well. The Hidden Grove portion of the project is expected to be substantially complete by mid-July.
 - b. **Greenridge:** Construction on the Greenridge Drainage Improvements was supposed to start this week. The goal for the project has always been to get the project completed as quickly as possible to minimize the disruption to residents. Unfortunately, construction has been delayed until about mid-July. The new trench drain structure, that was supposed to be delivered this week, has not been manufactured yet. We did not want to start construction on this project until all the materials were on hand in order to avoid having the project stall mid-stream and sit with nothing going on. Staff has notified residents and the HOA of the delay and will re-notify them of the new construction start date once it has been determined.

Facilities Projects:

1. **Fire Station 3:** Structural steel is at 100%. Roof dry-in is at 100%. Exterior waterproofing is 90%. Exterior finishes are at 60%. Store front is at 40%. Interior framing is at 90%, MEP

wall rough in is at 70%. Sheetrock on one side of walls is starting. Sewer line complete to where it crosses under Lower Seguin Road. Site grading at 30%. Lime stabilization to start next week. Concrete to start in 3 weeks. Current substantial completion date is October 2019, barring any delays.

Water Projects:

1. **E. Live Oak Ground Storage Tank Painting:** M&M Tank Coatings has blasted off the existing coatings on both the interior and exterior. The prime coat has been applied to both the interior and exterior. The contractor has started spraying the exterior finish coat as well. The project is expected to be completed by mid-August.
2. **Water Meter Change Out:** As of June 25, 2019, approximately 14,060 meters have been changed out (of approximately 14,200 meters). Replacement of meters started in areas with the most manual reads by staff. Staff is currently estimating a August 2019 completion date for all meter change outs.
3. **FM 1103 Utility Relocation Project:** City Staff continues to work on acquiring one final easement necessary to relocate water and wastewater lines that are in conflict with the planned roadway and drainage improvements associated with the TxDOT FM 1103 Improvement Project. City Staff had a Pre-Construction meeting on May 22nd with D. Guerra Construction Company and TxDOT. The Notice to Proceed was issued May 29th. Staff received notification from TX-DOT that the plans we were sent to design from were not up to date, requiring the City to redesign the project and make adjustments to our utility relocations. The City has sent the redesign to the contractor to make sure there aren't any necessary adjustments in the bid for the changes.

Engineering Projects:

1. **2018 Street Preservation and Maintenance/Rehabilitation Project:** The SPAM project is being advertised for bids. The online ad was published last week and the first newspaper ad will be published this week. Staff will hold a pre-bid conference for the project on July 10th. The bid opening will be July 24th. Staff expects to have an award recommendation to Council for the August 8th Council Meeting.
2. **Corbett Elevated Water Storage Tank:** The foundation excavation was completed and the mud slab was poured. General site work continued including installing culverts under the main site drive and other drainage related grading. Landmark Structures has mobilized their foundation crew to the site and plans to begin work on the foundation late June or early July. The project is expected to be completed July of 2020.
3. **Woman Hollering Creek Wastewater Interceptor Main and Lift Station:** CobbFendley continues to work on final plan revisions, the lift station plat document, the lift station site plan, and the bid documents. City Staff and CobbFendley continue to negotiate with property owners to acquire necessary easements for the project. Negotiations continue with property owners via email correspondence and face to face meetings. Counteroffer Response Letters have been sent out to several property owners as

well. Negotiations this month resulted in two easements being signed, which brings the total number of easements acquired to seven out of a total of 22. The bidding of the project is dependent on easement acquisition.

4. **Pedestrian Routes and Bike Lanes Project:** Ford Engineering continues to work on plan modifications for Staff review, plan revisions have taken longer than expected, but should be ready for review in early July. City Staff continues to work through environmental approvals with TxDOT and to acquire the remaining ROW necessary for the project. The letting date for the project has been pushed back by TxDOT to October 2019.
5. **FM 1103 Bridge Project:** No change from June update. Final work is being done on the bridge project. Lane closures and traffic rerouting will continue as necessary. TxDOT and its contractors keep City Staff informed of detours and closures so that the City can assist in disseminating the information to the public in a timely fashion. The anticipated completion date is this month (July 2019), weather permitting.
6. **FM 1103 Improvement Project:** No change from June update. Utility relocations are underway (including electric, communications, gas, water, and wastewater). Schertz Public Works is working to relocate water and wastewater lines that conflict with the planned roadway and drainage improvements (see FM 1103 Utility Relocation Project update). Due to issues with the numerous utilities and relocation projects, the target let date for a construction contract has been moved from October 2019 to May 2020.
7. **FM 1518 Improvement Project:** No change from June update. Project has been environmentally cleared. TxDOT is formally acquiring property needed for the expansion project. Initial offer letters have been sent to property owners. Approximately 140 parcels are affected by right of way needs, including a parcel of land owned by the City of Schertz (across the front of the existing Sedona Lift Station). TxDOT is also continuing to work on a value-engineering phase of the project. The project is currently scheduled for letting in September, 2022; construction may begin as early as January, 2023.

Planning and Community Development Projects:

1. **CityView Permitting and Development Software:** We have been meeting with representatives from various city departments to work through the different permitting processes to wrap up the data collection phase which is the first step of the software implementation. We have also been working with the CityView project team to iron out how our various impact fees are calculated and assessed. Once the data collection is complete, the CityView Team will configure the software and return it to the City for User Acceptance Testing. The configured software is tested, we will move to staff user training and then go live with the software.
2. **Agenda Quick software:** With the production site being utilized for about a month, for both City Council and the Planning and Zoning Commission, the City admins will now start working with the various staff members to assist in bringing the other Boards and Commissions into utilizing AgendaQuick. The City Secretary's office has now started utilizing AgendaQuick for the creation of City Council minutes. The minutes for upcoming Planning & Zoning Commission meetings will transition to AgendaQuick within the next

month. Additionally, the admins are working with the IT Department in order to create the public facing web application that the citizens will be able to utilize from the City's website to review, search, and download the agendas for City Council and the various board and commissions that are utilizing AgendaQuick.

Information Technology Projects:

1. **Civic Rec Scheduling System:** First meeting with vendor held in June. Vendor to submit tentative training and deployment schedule for review by City staff.
2. **Phone System Replacement:** Deployment of phone system complete.

CITY COUNCIL MEMORANDUM

City Council Meeting: July 9, 2019
Department: City Secretary
Subject: Committee of Committees Advisory Board Update. (B. James)

BACKGROUND

Attached is the board and commission summary that covers all their activities since their last meeting in March and an overview of what CCAB discussed on June 19, 2019.

Attachments

Update

After June 19, 2019 Reports from Boards and Commissions – Since March 20, 2019

Animal Care Advisory Committee – March 20 and May 1

At their March 20 meeting staff presented intake procedures, a cleaning policy, rescue application/procedures and a draft animal care matrix. Additionally the Committee discussed the status of repairs to the shelter. At their May 1 meeting the Committee discussed a proposed update to the contract with Randolph AFB for some animal care services and again discussed and approved updated versions of the rescue application/procedures as well as the animal care matrix

Board of Adjustment

BOA has not met since the last CCAB update.

Historical Preservation – April 25

The Historical Preservation Committee discussed the Spring 2019 Newsletter and Remembrances Special Edition Articles which are available on the City's website. They also discussed some pending legislation that might impact Landmark Property and Heritage Neighborhood designations.

Library Board – April 1, May 6 and June 3

At all of the meetings, the Library Board received reports on the board's finances, library usage and the bookstore.

At their April 1 meeting, the Board discussed the Summer Reading Club and having the bookstore donate books as prizes and bringing food in for library staff on Staff appreciation day.

At their May 6 meeting, the Board approved reallocating \$2,500 in unused funds from the winter reading club and extreme nerd challenge to hire temporary staff the help with the summer reading club. They also discussed the Library Foundation mini golf event to be held on June 22 from 10 to 6.

At their June 3 meeting, the Board discussed the Board's FY 19-20 budget (the Board uses funds raised from the bookstore and book sales to support programs at the library) as well as the FY 19-20 library budget, including expanded program requests – an additional \$37,000 for materials, \$3,000 noise mitigation in the study rooms, \$7,000 for on-call/substitute staffing, \$7,000 for contracted security guard services and \$26,000 to change an existing part time programming clerk to a full time position.

Parks and Recreation Advisory Board – March 25 and May 20

At their March 25 meeting, the Board discussed the Spring/Summer Program Guide as well as the 2019 State of the City Video as part of efforts to market City parks and Parks Department programs. The Board also reviewed the most recent financial reports from BVYA, SYSA and the YMCA. The Board members also discussed their efforts to work with the Parks Department/GIS Department to map out park assets. Additionally, staff provided a status report on various park projects.

At their May 20 meeting, the Board continued their discussion of efforts to map park assets, discussed events to occur during National Park & Recreation Month (July), discussed the recently awarded playground equipment grant and the data collection to occur as part of that grant. The Board also discussed the status of the approximately \$1,000,000 trail grant/project and recommended requesting City Council budget \$250,000 annually for trail construction.

Planning and Zoning Commission – March 27, April 24, May 8 and June 12

At their March 27 meeting, the Commission approved subdivision plats for additional phases of the Crossvine and Homestead residential developments. They also discussed potential regulations of short term rentals and pit pads.

At their May 8 meeting, the Commission approved a waiver for a septic system and the plat for the proposed Dollar General at the northwest corner of FM 1518 and Schaefer Road. The Commission continued their discussion regarding potential regulations of short term rentals and pit pads.

At their June 12 meeting, the Commission approved a plat for an additional phase of the Parklands residential development. They also recommended approval of a Specific Use Permit for an automotive repair facility on FM 1103. They continued their discussion of potential regulations of short term rentals and pit pads and ultimately recommended to City Council not to impose any additional regulations but continue to current to enforce and apply existing related requirements/regulations and monitor the situation.

TSAC – June 6

TSAC discussed speeding issues in the Northcliffe neighborhood (Cherry Tree, Chelsea, Meadowhead, Mayfair, etc.). Staff discussed various causes and possible course of action to mitigate the problem in light of how it seemed to be occurring on most streets in the neighborhood. Staff was going to ensure all appropriate signage and striping is in place prior to the next TSAC meeting where the issue will be discussed again.

Schertz Economic Development Corporation – March 28, April 25 and May 23

During the last quarter, the SEDC continued its forecast and planning exercise. As part of the process, the SEDC completed a visioning exercise and SWOT assessment. The final step of the forecast and planning exercise will involve discussion of specific projects that the SEDC will undertake. At the March meeting, the SEDC approved a resolution that would provide up to \$2,500,000 for infrastructure improvements in the area that the SEDC is working with San Antonio to have annexed into the City of Schertz (the area north of the railroad tracks north of Lookout Road). In April, the SEDC approved a resolution that would provide up to \$500,000 for infrastructure improvements along Main Street. The funds will be added to those already allocated by the City in effort stimulate new investment in the area. In May, the SEDC approved the SEDC FY 2019-20 Budget. The budget includes nearly \$9 million in approved projects and will require the SEDC to withdraw \$3.1 million from reserves to cover planned expenditures.

Committee of Committees Advisory Board Summary

CCAB Notes 6/19/19:

The City's GIS Director, Tony McFalls provided an overview of the U.S. Census Bureau's effort to conduct the 2020 Census, including partnering with cities to create Complete Census County Committees (CCC) to promote and encourage response to the 2020 Census. Mr. McFalls explained that City Council approved a resolution creating a CCC and the idea was to use CCAB in that role. Mr. McFalls passed out materials on the effort and the Committee discussed ways to get the word out over the next 9 months.

Mark Browne gave the City Manager Report providing a status update on the City's Street Preservation and Maintenance Program (SPAM), indicating the contract for the next round of improvements is anticipated to be awarded in early August, as it is currently out to bid. He noted staff was reviewing bills that had been passed and have gone into law or will do so in the near future. He also let the Board know that City staff was in the midst of the budget process in preparation for meeting with Council in early August.

Finally he touched on the closing of the privately owned Northcliffe Golf Course. He explained that a group of residents is in the early stages of exploring the possibility of creating a Public Improvement District (PID) to fund the purchase, improvement and operation of the golf course.

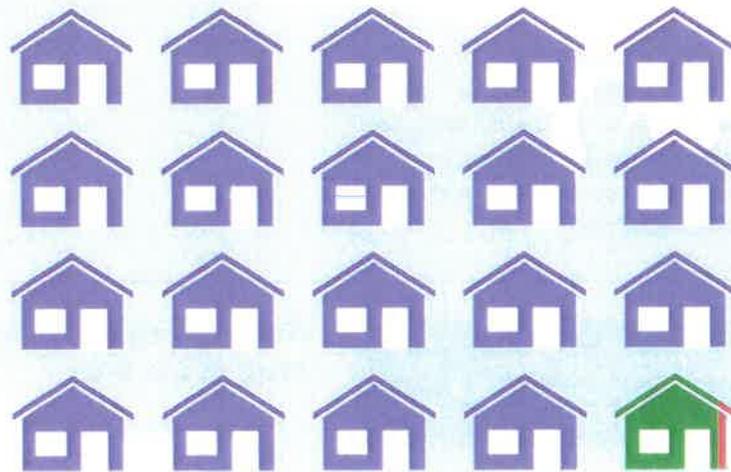
How the 2020 Census will invite everyone to respond



Every household will have the option of responding online, by mail, or by phone.

Nearly every household will receive an invitation to participate in the 2020 Census from either a postal worker or a census worker.

 **95%** of households will receive their census invitation in the mail.



Almost 5% of households will receive their census invitation when a census taker drops it off. In these areas, the majority of households may not receive mail at their home's physical location (like households that use PO boxes or areas recently affected by natural disasters).



Less than 1% of households will be counted in person by a census taker, instead of being invited to respond on their own. We do this in very remote areas like parts of northern Maine, remote Alaska, and in select American Indian areas that ask to be counted in person.

Note: We have special procedures to count people who don't live in households, such as students living in university housing or people experiencing homelessness.

How the 2020 Census will invite everyone to respond



What to Expect in the Mail

When it's time to respond, most households will receive an invitation in the mail.

Every household will have the option of responding online, by mail, or by phone.

Depending on how likely your area is to respond online, you'll receive either an invitation encouraging you to respond online or an invitation along with a paper questionnaire.

Letter Invitation

- Most areas of the country are likely to respond online, so most households will receive a letter asking you to go online to complete the census questionnaire.
- We plan on working with the U.S. Postal Service to stagger the delivery of these invitations over several days. This way we can spread out the number of users responding online, and we'll be able to serve you better if you need help over the phone.

Letter Invitation and Paper Questionnaire

- Areas that are less likely to respond online will receive a paper questionnaire along with their invitation. The invitation will also include information about how to respond online or by phone.

WHAT WE WILL SEND IN THE MAIL

| On or between | You'll receive: |
|------------------|---|
| March 12-20 | An invitation to respond online to the 2020 Census. (Some households will also receive paper questionnaires.) |
| March 16-24 | A reminder letter. |
| | If you haven't responded yet: |
| March 26-April 3 | A reminder postcard. |
| April 8-16 | A reminder letter and paper questionnaire. |
| April 20-27 | A final reminder postcard before we follow up in person. |

We understand you might miss our initial letter in the mail.

- Every household that hasn't already responded will receive reminders and will eventually receive a paper questionnaire.
- It doesn't matter which initial invitation you get or how you get it—we will follow up in person with all households that don't respond.