



**MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
December 1, 2020**

**HAL BALDWIN MUNICIPAL COMPLEX COUNCIL CHAMBERS
1400 SCHERTZ PARKWAY BUILDING #4
SCHERTZ, TEXAS 78154**

CITY OF SCHERTZ CORE VALUES

**Do the right thing
Do the best you can
Treat others the way you want to be treated
Work cooperatively as a team**

**AGENDA
TUESDAY, DECEMBER 1, 2020 at 6:00 p.m.**

Overflow seating available at the Civic Center, Conference Hall, Building #5

City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, December 1, 2020, at the City Council Chambers. In lieu of attending the meeting in person, residents will have the opportunity to watch the meeting via live stream on the City's YouTube Channel.

Call to Order - Regular meeting

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

Presentation

- Fundraiser donation presentation from the Scenic Hills Subdivision to our first responders in Schertz. (C. Kelm/J. Mabbitt/B. Hill) Christin Taylor - Pat McMaster - Carol Najarian from Scenic Hills)
- Citizen Life Saving award. (C. Kelm/K. Long)

Hearing of Residents

Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at bdennis@schertz.com by 5:00 p.m. on Monday, November 30, 2020, SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS. In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.

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.

City Events and Announcements

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

Consent Agenda Items

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Councilmember.

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the Regular meeting of November 10, 2020, and the minutes of the Special meeting of November 16, 2020. (B. Dennis)
2. **Resolution No. 20-R-139** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving requests for Schertz Main Street Local Flavor Economic Development Grants for 539 and 820 Main Street. (B. James)
3. **Ordinance No. 20-S-37** - Consideration and/or action upon a request to amend the Comprehensive Land Use Plan by changing approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation, generally located approximately 4,000 feet east of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 310024 and 310031, City of Schertz, Bexar County, Texas. *Final Reading* (B. James/L. Wood/ N. Kopyay)

4. **Ordinance No. 20-K-35** - Consideration and/or action upon an Ordinance requesting to close and abandon to the abutting property owners a portion of Urban Lane Right-of-Way between Live Oak Hills Subdivision Lot 1, Block 55 (Guadalupe County Property ID: 32206) and Live Oak Hills Subdivision Lot 18, Block 54 (Guadalupe County Property ID: 32205); and establishing an effective date hereof. *Final Reading* (B. James/L. Wood/E. Delgado)
5. **Resolution 20-R-140** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, awarding a professional services contract to Avant Strategic Partners for required bond arbitrage calculations and filing. (B. James/J. Walters)
6. **Resolution No. 20-R-119** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with AG|CM Inc, in an amount not to exceed \$32,663 for the construction management of the Schertz Pedestrian Routes & Bike Lanes Project and the Live Oak Road Turn Lane Addition. (B. James/L. Shrum)
7. **Resolution No. 20-R-118** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with D&S Concrete, in the amount of \$1,256,960.95 for the construction of the Schertz Pedestrian Routes & Bike Lanes Project and the Live Oak Road Turn Lane Addition. (B. James/L. Shrum)
8. **Resolution No. 20-R-134** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to enter into a lease agreement with Stryker Flex Financial for the acquisition of sixteen (16) Stryker Life Pak monitor/defibrillators, associated equipment and service plan. (C. Kelm/J. Mabbitt)

Discussion and Action Items

9. **Ordinance No. 20-T-38** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, authorizing an adjustment to the fiscal year 2020-2021 budget, repealing all Ordinances or parts of Ordinances in conflict with this Ordinance; and providing an effective date. *First Reading* (M. Browne/B. James/J. Walters)
10. **Resolution 20-R-141** - Consideration and/or action approving a Resolution adding Christmas Eve to the City's Holiday Schedule and authorizing Education Pay for Eligible Full-Time City Employees. (C. Kelm/J. Kurz)

Public Hearings

11. **Ordinance No. 20-S-41** - Conduct a public hearing, consideration and/or action upon a request to rezone approximately 0.35 acres of land from Neighborhood Services District (NS) to Main Street Mixed Use District (MSMU), located at 603 Main Street, City of Schertz, Guadalupe County, Texas. *First Reading* (B. James/L. Wood/N. Kopyay).
12. **Ordinance No. 20-S-42** - Conduct a public hearing, consideration and/or action upon request to rezone approximately 0.35 acres of land from General Business District (GB) to Main Street Mixed Use District (MSMU), located at 539 Main Street, City of Schertz, Guadalupe County, Texas. *First Reading* (B. James/L. Wood/N. Kopyay).

13. **Ordinance No. 20-S-40** - Conduct a public hearing, consideration and/or action upon a request for a Specific Use Permit to allow the 'Commercial Amusement, Outdoor' land use on approximately 17.5 acres of land, located at 18658 Interstate Highway 35 N, City of Schertz, Guadalupe County, Texas, also known as Wiederstein Ranch Lot 1, Block 1. *First Reading* (B. James/L. Wood/N. Kopyay)
14. **Ordinance No. 20-T-39** - Conduct a public hearing, consideration and/or action upon an Ordinance to extend the term of the Tax Increment Financing Reinvestment zone No. 2 (Sedona/Crossvine) and expand the boundaries. *First Reading* (B. James)

Roll Call Vote Confirmation

Workshop

15. **Workshop Discussion and Update (Ordinance 20-H-18)** - Discussion and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long/S. Hall)
16. **City Council Liaison Appointments** - Discussion and possible action regarding various City Council liaison appointments. (Mayor/Council/B. Dennis)

Roll Call Vote Confirmation

Information available in City Council Packets - NO DISCUSSION TO OCCUR

17. Update on Utility Billing Operation Changes. (B. James/J. Walters)
18. Update on Scope and Philosophy of the Comprehensive Plan and UDC Update. (B. James)

Requests and Announcements

- Announcements by the City Manager.
- Requests by Mayor and Councilmembers for updates or information from staff.
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda.
- Announcements by Mayor and Councilmembers
 - City and community events attended and to be attended
 - City Council Committee and Liaison Assignments (see assignments below)
 - Continuing education events attended and to be attended
 - Recognition of actions by City employees
 - Recognition of actions by community volunteers

Adjournment

CERTIFICATION

I, BRENDA DENNIS, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 25th DAY OF NOVEMBER 2020 AT 4:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

BRENDA DENNIS

I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON ____ DAY OF _____, 2020. 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 Gutierrez Audit Committee Investment Advisory Committee Main Street Committee</p>	<p>Councilmember Scagliola – Place 5 Cibolo Valley Local Government Corporation - Alternate Hal Baldwin Scholarship Committee Interview Committee for Boards and Commissions - Alternate Schertz-Seguin Local Government Corporation</p>
<p>Councilmember Davis– Place 1 Audit Committee Interview Committee for Boards and Commissions Main Street Committee - Chair Schertz Housing Authority Board TIRZ II Board</p>	<p>Councilmember Scott – Place 2 Interview Committee for Boards and Commissions</p>
<p>Councilmember Whittaker – Place 3</p>	<p>Councilmember Dahle – Place 4 Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions TIRZ II Board</p>
<p>Councilmember Heyward – Place 6 Audit Committee Investment Advisory Committee Schertz Animal Services Advisory Commission</p>	<p>Councilmember Brown – Place 7 Main Street Committee Schertz-Seguin Local Government Corporation - Alternate</p>

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the Regular meeting of November 10, 2020, and the minutes of the Special meeting of November 16, 2020. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on November 10, 2020 and a Special City Council meeting on November 16, 2020.

RECOMMENDATION

Recommend Approval.

Attachments

11-10-2020 Minutes
11-16-2020 Minutes

MINUTES
REGULAR MEETING
November 10, 2020

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on November 10, 2020, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-Tem Rosemary Scott; Councilmember Mark Davis; Councilmember Scott Larson; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward

Absent: Councilmember Tim Brown

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

Call to Order

Mayor Gutierrez 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. (Mayor Gutierrez)

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

Mayor Gutierrez mentioned that while you are sitting in the audience you may or may not choose to wear your masks, you may remove your masks when speaking, but if you move around the chambers, we ask that you please place your masks back on.

Mayor Gutierrez recognized the following distinguished guests who were in the audience this evening and recognized the following: Commissioner Elect Michael Carpenter and City Council elect Jill Whittaker.

Hearing of Residents

Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at bdennis@schertz.com by 5:00 p.m. on Monday, November 9, 2020, SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS. In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.

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.

Mayor Gutierrez recognized the following who spoke:

- Ms. Maggie Titterington - The Chamber - who provided information (Please see the Chambers website) regarding the recent and upcoming Chamber events: Veterans Ceremony at the Schertz Veterans Memorial Plaza, Brigadier General Carolyn Miller will be our keynote speaker as well as Representative Kemple and Senator Donna Campbell. Ms. Titterington mentioned that we have the Stars Complex off IH 35 old Garden Ridge Building. Danny and Rebecca Rios are utilizing the building to be used as a sports complex for professional cheer, tournaments, wrestling, baseball pitching and league training. There were challenges in getting the building ready, but staff members such as Mr. James, Mr. Kelm, Ms. Suzanne Williams, and Mr. Gill Durant gathered to work out all the kinks. She personally thanked them for all the assistance.
- Mr. Brent Bolter- 2633 Cloverbrook Lane- who spoke from his heart regarding his concerns with the recent Schertz Police incident. Mr. Bolter expressed his desire for transparency in this situation and would like the investigation to speak for itself. This is something Mr. Bolter thought he would never see in Schertz.

Mayor Gutierrez read the following: It is important to mention that Council is not

permitted to discuss or comment during the hearing of residents or on any topic that is not posted on the agenda.

He stated that he did prepare a statement that he would like to read. " Thank you for joining us today. We appreciate and value your presence and concerns. It is regrettable our City is enduring this situation. However, when laws are broken, we turn to law enforcement to restore order and protect our community, for without laws there is no order. The presumption of innocence applies to all, and decisions should be based on facts, and not emotions.

We live in a diverse community, everyone has the right to have a different view point and different opinion. We acknowledge the anxiety that perplexes you. We acknowledge the despair that frightens you. We acknowledge your concerns, and we understand why you feel this way. Our community is hurting, together we must start the healing process.

One of our City's strongest core values is "To Do The Right Thing." We are painfully enduring a complex, delicate, and fragile matter. We ask for everyone's patience as we move through the process."

City Events and Announcements

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

None were provided.

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

None were provided.

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

Mayor Gutierrez recognized Assistant City Manager Charles Kelm who provided the following announcements:

Wednesday, November 11th

Community Veterans Day Ceremony at 9:00 AM, Veterans Memorial Plaza, 512 Schertz Parkway, Schertz
City Offices Closed

Saturday, November 14th

Discover Nature Journaling, Crescent Bend Nature Park at 10:00 AM.
This event is the last of the 2020 Nature Discovery Series.
Pre-registration is required by calling 210-619-1850.

Monday, November 16th

Special City Council Meeting at 6:00 PM to canvass the results of the November

3, 2020, Schertz General Election and swearing in ceremonies.

Wednesday, November 18th

Blue Bonnet Palace at 6:00 PM - Selma the Tri-County Chamber of Commerce is hosting their annual Elected Officials Reception - Free event for all elected officials.

Thursday, November 26th and Friday, November 27th

City Offices Closed for Thanksgiving Holiday

Saturday, November 28th

Star Party, Crescent Bend Nature Park from 5:30-8:00 PM

Come out for a chance to view the stars and the planets! Telescopes for viewing provided by the San Antonio Astronomical Association. Bring a red infrared flashlight or make your own. Dress for the weather and bring a chair. Event is free and pre-registration is not required.

Tuesday, December 1st

Next regular City Council Meeting 6:00 PM Council Chambers

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 items were read into record:

- 1. Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of October 27, 2020. (B. Dennis)
- 2. Resolution No. 20-R-109** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City manager to enter into an agreement with the YMCA of Greater San Antonio to operate the Schertz Area Senior Center. (B. James/L. Shrum)
- 3. Resolution No. 20-R-132** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving requests for a Schertz Main Street Local Flavor Economic Development Grant for 537 Main. (M. Browne/B. James)

4. **Resolution 20-R-113** - Consideration and/or action approving a Resolution by the City Council of the City, Texas, authorizing expenditures not to exceed \$81,888.13 with C-3 Environmental Inc., for the Ashley Park Concrete Trail Project, and other matters in connection therewith. (B.James/L.Shrum)
5. **Cancellation of the December 22, 2020, Council Meeting** - Consideration and/or action canceling the December 22, 2020, City Council meeting due to the Christmas Holiday. (M. Browne/B. Dennis)
6. **Resolution No. 20-R-115** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing an Economic Development Performance Agreement between the City of Schertz Economic Development Corporation and Phelan-Bennett, LLC. (M. Browne/A. Perez)
7. **Resolution No. 20-R-131** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into an agreement with Cibolo Creek Municipal Authority ("CCMA") for the lease of real property for the operations and maintenance of a Wastewater Liftstation Facility. (C. Kelm/S. Williams/J.Hooks)
8. **Ordinance No. 20-M-34** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz Texas amending the City Code of Ordinances Article I. in General, Section 2-125 Designation of Records Management Officer, repealing all Ordinances or parts of Ordinances in conflict with this Ordinance and providing an effective date. ***Final Reading*** (M. Browne/B. Dennis)
9. **Ordinance No. 20-S-33** - Consideration and/or action upon a request to rezone approximately 204 acres of land from General Business District (GB) and Manufacturing Light District (M-1) to Planned Development District (PDD), located southwest of Graytown Road, stretching between Interstate Highway 10 and Boenig Drive, City of Schertz, Bexar County, Texas, also known as Bexar County Property Identification Numbers 619201 and 619202. ***Final Reading*** (B. James/L. Wood/N. Kopyay)

Mayor Gutierrez asked Council if there were any items to be removed from Consent for separate action. Mayor Gutierrez recognized Mayor Pro-Tem Scott who requested agenda item 2 Resolution No. 20-R-109 be removed for separate action.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michael Dahle to approve consent agenda items 1, and 3 through 9.

AYE: Mayor Pro-Tem Rosemary Scott, Councilmember Mark Davis, Councilmember Scott Larson, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward

Passed

Discussion and Action Items

The following item was read into record:

2. Resolution No. 20-R-109 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City manager to enter into an agreement with the YMCA of Greater San Antonio to operate the Schertz Area Senior Center. (B. James/L. Shrum)

Mayor Gutierrez recognized Director of Parks, Recreation and Community Services Lauren Shrum who addressed Mayor Pro-Tem Scott's questions.

Moved by Councilmember Mark Davis, seconded by Mayor Pro-Tem Rosemary Scott to approve Resolution No. 20-R-109.

AYE: Mayor Pro-Tem Rosemary Scott, Councilmember Mark Davis, Councilmember Scott Larson, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Allison Heyward

Passed

Public Hearings

The following item was read into record:

10. Ordinance No. 20-S-37 - Conduct a public hearing, consider and/or act upon request to amend the Comprehensive Land Use Plan by changing approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation, generally located approximately 4,000 feet east of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 310024 and 310031, City of Schertz, Bexar County, Texas. *First Reading* (B. James/L. Wood/ N. Kopyay)

Mayor Gutierrez recognized Planner 1 Nick Kopyay who provided a PowerPoint presentation for this item. Mr. Kopyay introduced Mr. Raymond Tarin, Engineer for this project, who also came forward providing a brief presentation.

Mayor Gutierrez stated this was a public hearing and opened the public hearing for those wishing to speak on this item. Mayor Gutierrez recognized Mr. Alfred Fluitt, owner of the 40 acres, who spoke in favor of Council passing this item. As there were no further speakers, Mayor Gutierrez closed the public hearing for Council comments.

Mayor Gutierrez made the following comments:

When campaigning for Mayor, several residents in Southern Schertz expressed their concerns regarding limited commercial establishments. One of Council's objective should be to accommodate commercial development in Schertz. One major obstacle in Southern Schertz is insufficient rooftops. Businesses will not take a risk or invest in Schertz if the demographics impede their success.

Planning and Zoning Commission expressed one concern – traffic impact. As Mr. Tarin pointed out, road construction on FM 1518 will address this issue, and future road construction will mitigate growth.

Planning and Zoning's main reason for denial was their desire to wait one maybe two years until the Comprehensive Land Use Plan is finalized. This study should not paralyze our City's growth. It is essential, we must seek and create our own destiny. We must ascertain this developer would have lost interest, and the possibility to entice or lure other developer may be strenuous. It could take three years, maybe longer, to get to this same stage in development planning for this slice of Schertz.

Similar to our City Comprehensive Land Use Plan, Developers based new housing developments on their market analysis. This analysis consists of several factors to determine the success of the development:

- Demographics - Demand
- Schools - Safety
- Quality of Life - Taxes
- Parks - Location
- Roads - Confidence in our City's Procedures

One major factor in killing any deal is TIME.

I'm certain, this Developer would have no objection to waiting a few months, but not a lengthy 24 to 36 month delay. This is an unreasonable and unacceptable expectation for any developer. Our city staff reviews the feasibility of all projects.

A review of the City's Master Plan consist of:

- Land - sewage - water
- Flood plain - drainage

All these items are considered and City staff has recommended approval. The Planning and Zoning process is not a fixed process set by any rules. Planning and Zoning is a discretionary process:

- It is an objective process
- One's own judgement
- One's opinion
- One's feelings

Council will also have their own objective opinion and I encourage them to also make their decision based on logical reasoning:

- It can't be farmed.
- It's not suitable for retail.
- It's not suitable for industrial.
- It's not multi family.
- City staff approved the request
- The owner – his preference

We must look at the growth of Schertz long term, and continue to build a culture to attract development.

We should also:

- Be excited - An enthusiastic partner
- Be flexible - Be creative
- Be supportive - Seek growth opportunities

Growth in Southern Schertz is unavoidable. We are at a crucial crossroads, and we are faced with the decision of rising to the challenge and carving a path for future success or becoming idle. Once again, the opportunity is at our doorstep.

Mayor Gutierrez recognized Councilmember Scagliola who spoke against approving the proposed rezone providing his reasons. Councilmembers Scott and Dahle spoke regarding mixed feelings on the proposed rezone also expressing their reasons. Councilmembers Davis and Heyward spoke in favor of the proposed rezone.

Moved by Councilmember Scott Larson, seconded by Councilmember Michael Dahle to approve Ordinance 20-S-37 on first reading.

AYE: Mayor Pro-Tem Rosemary Scott, Councilmember Mark Davis, Councilmember Scott Larson, Councilmember Michael Dahle, Councilmember Allison Heyward

NAY: Councilmember David Scagliola

Passed

The following item was read into record:

- 11. Ordinance No. 20-K-35** - Conduct a public hearing and consider and act upon an ordinance requesting to close and abandon to the abutting property owners a portion of Urban Lane Right-of-Way between Live Oak Hills Subdivision Lot 1, Block 55 (Guadalupe County Property ID: 32206) and Live Oak Hills Subdivision Lot 18, Block 54 (Guadalupe County Property ID: 32205); and establishing an effective date hereof. *First Reading* (B.James/L. Wood/E. Delgado)

Mayor Gutierrez recognized Planner 1 Nick Kopyay who provided a PowerPoint presentation on this item. Mayor Gutierrez stated this was a public hearing and opened the public hearing for those wishing to speak on this item. Mayor Gutierrez recognized the following:

Loud Interruptions from the audience occurred.

- Ms. Shannon Kelm, 3625 Diamond Falls (Owner of the property) who came forward providing a brief PowerPoint regarding the request to abandon the Right of Way and Easements at Terminus of Urban Lane in Live Oak Hills Subdivision, requesting approval.
- Ms. Tracy Groonez, 3621 Diamond Falls who spoke stating she owns another piece of property adjacent and referenced it on a previous slide. She indicated the road back in that area has not been used, she also indicated there are various types of wildlife liveing there. She just wanted to make sure that as the City begins to develop in that area to remember the wildlife. She spoke in favor of the abandonment.
- Ms. Dina Rayford, 2919 Sunset Bend, San Antonio who came forward stating that this is all wonderful, but this is a different privilege that they are not worried about right now. What they are worried about right now is the kid. She stated - 'so it seems like your not getting it and wants everybody to stay focused because she sees a few people on their phone, etc., but right now this is serious!

Individuals in the crowd began raising their voices.

Mayor Gutierrez stated that they are referencing the Ordinance in question right now. Mayor Gutierrez was interrupted by Ms. Rayford stating and raising her voice that the Council is worried about lots, and Council is not worried about lives. She raised her voice asking when the Council was going to speak regarding the recent police issue. She shouted if she was next? She will not step aside until she is next, because she cannot let Council finish the night until she speaks. Mayor Gutierrez asked if she would please take a seat, and he would get back to her. Mayor Gutierrez asked several times for Ms. Rayford to take a seat as she was out of order.

Crowd began to become very loud with their chanting "Black Lives Matter" "No Justice No Peace"

Ms. Rayford continued raising her voice and screaming into the microphone. Mayor Gutierrez tried several times to ask Ms. Rayford to take a seat and behave in a professional matter. At one point Ms. Rayford told the Mayor that she will speak and asked when it would be. Mayor Gutierrez stated that she had an opportunity to sign up to speak, and she chose not to and arrived late.

The Crowd became very loud and disruptive.

Mayor Gutierrez asked for any other comments regarding the ordinance and recognized the following:

- Mr. Ken Greenwald, 205 Westchester who spoke regarding this item.

As no one else spoke, Mayor Gutierrez closed the public hearing for Council comments. Mayor Gutierrez recognized Mayor Pro-Tem Scott who spoke regarding the lot in question and the amount of wildlife in the area, and building and raising her children in Schertz.

Individuals in the crowd again began raising their voices. Mayor Gutierrez asked the crowd to please behave themselves in a professional manner. Mayor Gutierrez stated that they had an opportunity to sign up and speak.

Mayor Pro-Tem Scott finished her thoughts and had questions answered by staff.

Mayor Gutierrez stated that for those of you who have joined us earlier, you had an opportunity to sign up and speak and address this Council (he held up the hearing of residents sign in sheet). You chose not to put your name on the sign in sheet and now you have chosen to disrupt our Council. We are here to

discuss City business, you had the opportunity, you showed up late.

Individuals in the crowd began to escalate their disruption of the meeting with loud shouting and screaming.

Ms. Rayford asked if they were not on the ballot today? In answer, Mayor Gutierrez stated no, they were not.

Again the individuals in the crowd were shouting and screaming.

Mayor Gutierrez stated "excuse me - excuse me" - Ms. Rayford came back up to the podium shouting, you can cut off my microphone, you can do whatever you want to do, but she is going to speak, and she is going to speak on the brutality of what's going on, and she wants to speak about the police incident. *Crowd in background getting louder.*

Mayor Gutierrez stated that Council is going to take a five-minute recess, time was 7:30 p.m. Ms. Rayford shouting at the Mayor stating the smartest thing to do is to let them speak. Loud applause from the crowd. The crowd began to rise and move forward shouting "No justice - No Peace". Ms. Rayford shouting we are going to speak or it's going to be a hot mess. The crowd continuing shouting "No justice - No Peace" "Black lives matter."

Mayor Gutierrez got up from the dais and officers began to move in front to control the crowd. Officers came forward to keep the crowd back - Mayor Gutierrez stood. Crowd continued for several minutes chanting and yelling. Mayor Gutierrez stated give him a minute, restated one minute several times, tried to say something but the Mayor concluded that they are not listening.

Mayor, Members of Council, Dr. Mark Brown and City Attorney Santee got up and moved away from the dais. Members of the Kelm family were also removed from the chambers.

The interruption from the crowd continued until the police calmed the crowd down with Mayor Gutierrez going and speaking to them. A majority of the crowd left the council chambers. Mayor Gutierrez provided the sign up sheet to Ms. Rayford and others who signed in.

Mayor Pro-Tem Scott left the meeting at 7:39 p.m.

Mayor Gutierrez resumed the regular meeting at 7:43 p.m., stating that they will finish up with agenda item 11 and then open up the hearing of residents for three guests.

Mayor indicated that they were discussing Ordinance No. 20-K-35 and recognized Councilmembers who had questions and concerns. Assistant

City Manager Brian James, Legal representative Daniel Santee, and City Manager Dr. Brown addressed questions and concerns.

The Kelm Family returned to the Chambers.

Mr. James wrapped up his comments and answered additional questions from Council.

Moved by Councilmember David Scagliola, seconded by Councilmember Michael Dahle to deny Ordinance 20-K-35 - *First Reading*.

AYE: Councilmember Michael Dahle, Councilmember David Scagliola

NAY: Councilmember Mark Davis, Councilmember Scott Larson,
Councilmember Allison Heyward

Failed

Moved by Councilmember Scott Larson, seconded by Councilmember Allison Heyward to approve Ordinance No. 20-K-35 *First Reading*.

AYE: Councilmember Mark Davis, Councilmember Scott Larson,
Councilmember Allison Heyward

NAY: Councilmember Michael Dahle, Councilmember David Scagliola
Passed

12. **Hearing of residents**

Mayor Gutierrez moved back to the hearing of residents section and read that once again this time is set aside for any person who wishes to address the city council, each person is limited to three minutes, and we ask before addressing the council, for the record, please state your name and address. Mayor Gutierrez recognized the following:

- Ms. Dina Rayford, 2919 Sunset Bend, San Antonio who stated that she did not want to take away from anything that everyone talked about today, pointing to Ms. Kelm and her children, the park and zoning case. That's important to them, she apologized. Ms. Rayford spoke at length and in detail about her complaints and concerns with the incident that took place with the Police.
- Mayor Gutierrez recognized Mr. Ervin Lee, 365 Bordon, San Antonio who stated that in 1958 this chamber was created and when this chamber was created black people were not allowed to drink out of the same water fountains as white people. Each one of the Council has heard of black lives matter this year and can not deny that. The difference in his generation and those of us born in the 80s, the 20-year old's in the

audience have energy, meetings are not going to be the same anymore. It's not going to be comfortable anymore, it's a different country we are wanting. Mr. Lee expressed his desire for adopting a cite and release program in Schertz.

- Miss. Kapree Rayford, 2919 Sunset Bend, San Antonio - expressed her thanks for those who joined them to support their family. Miss Rayford expressed her extreme displeasure with the way the recent Police incident was handled and went into detail about the Police incident actions she thought were not handled properly. She asked that action be taken. You need to hold your Chief of Police, lieutenants, police officers, and everyone in that situation accountable the say way your are holding the kid accountable for his actions – the police officers need to be held accountable for their actions. "Point blank serious!"

The crowd left chanting “No justice – No peace” “Black lives matter” “Allison’s fired” “Allison’s fired”

- Another young lady who did not identify herself came forward to speak. This is a very small city and this video went viral. That is an 18-year-old child, nobody sitting up there (on the dais) is perfect, period! The fact that you can say he should have listened, that goes way beyond it. He has seen people die and the fact of the matter is, if your pets were getting killed the way that black people were getting killed on camera, it would be a completely different conversation. This should have been a priority and shame on you for it not being a priority.

Roll Call Vote Confirmation

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided the roll call vote confirmation for agenda items 1 thru 11.

Workshop

- 13. Workshop Discussion and Update (Ordinance 20-H-18)** - Discussion and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long)

Mayor Gutierrez recognized Fire Chief Kade Long who stated he would be joined in presenting this PowerPoint by our new EMC Summer Hall. Current numbers were given on active cases of COVID-19 in Guadalupe, Bexar, and Comal counties as well as fatality rates. EMC Summer Hall gave specifics on the breakdowns for surrounding areas, schools, daily state counts, and hospitalization rates. No questions were taken from Council.

14. Staff Compression - Update on Staff Compression Issue. (C. Kelm/J. Kurz)

Mayor Gutierrez recognized Human Resources & Purchasing Director Jessica Kurz who provided a PowerPoint presentation giving an update on the staff compression issue. Human Resources formed a cross departmental team made up of representatives from Human Resources, the Police Department, Fire, EMS, the City Managers office, and a couple of non-Public Safety department representatives. This team met weekly starting in August to review the issues, evaluate the causes, and to propose potential solutions. Jessica Kurz spoke on the following outline to include – framing the issue, review decision points of the committee, share some preliminary findings, provide potential solutions, and ultimately to seek guidance from Council. Jessica Kurz and Assistant City Manager Charles Kelm addressed questions from Council.

Closed Session

Mayor Gutierrez asked staff and guests who were not participating in the closed session to wait outside the chambers until they are finished. Mayor Gutierrez recessed the regular meeting into Closed Session at 8:53 p.m., and the following item was read into record:

- 15.** The City Council will meet in closed session in accordance with 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-064

Reconvene into Regular Session

Mayor Gutierrez reconvened into regular session at 9:44 p.m.

- 14A.** Take any action based on discussion held in closed session under Agenda Item 14.

Moved by Councilmember Michael Dahle, seconded by Councilmember Allison Heyward move to provide authority to the City Manager to negotiate an agreement with Union Pacific to secure the opening of a new public railroad crossing based the closure of an existing public railroad crossing given clear delineation of:

- Traffic counts and geography acceptable to Union Pacific;
- Timing to public crossing opening by Union Pacific based on public crossing closure by the city of Schertz.

And that the impact of closure options identified can be reasonably balanced by the positive value and impact of associated industrial development that can be expected by a new public crossing.

AYE: Councilmember Mark Davis, Councilmember Scott Larson,
Councilmember Michael Dahle, Councilmember David Scagliola,
Councilmember Allison Heyward

Passed

Roll Call Vote Confirmation

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided the roll call vote confirmation for agenda item 14.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

16. **Monthly update** - on major projects in progress/CIP. (B. James/K. Woodlee)
17. Schertz Economic Development Corporation (SEDC) Performance Agreement Payments. (A. Perez)

Requests and Announcements

- Announcements by the City Manager.

None at this time.

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

None at this time.

- Requests by Mayor and Councilmembers that items or presentations 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

Mayor Gutierrez recognized Councilmember Davis who stated he attended the Schertz Housing Authority meeting.

Mayor Gutierrez recognized Councilmember Dahle who offered sincere condolences from his family to Mark Welch's family. He attended the Cibolo Valley Local Government Corporation (CVLGC) meeting, attended two ribbon cuttings at Tropical Smoothie Cafe and Ideal Feet.

Mayor Gutierrez recognized Councilmember Heyward who attended the Senior Center Halloween Costume Contest, the Text 21 - TxDOT quarterly meeting via Zoom, attended the two ribbon cuttings at Tropical Smoothie Cafe and Ideal Feet, and attended the Animal Shelter Advisory Meeting.

Mayor Gutierrez announced a special session November 16, at 6:00 p.m. - Please join us to say farewell to Councilmember Scott Larson and welcome our new Councilmember Jill Whittaker.

Adjournment

As there was no further business, Mayor Gutierrez adjourned the meeting at 9:47 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

MINUTES
SPECIAL MEETING
November 16, 2020

A Special Meeting was held by the Schertz City Council of the City of Schertz, Texas, on November 16, 2020, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

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

City Staff: City Manager Dr. Mark Browne; Assistant City Manager Brian James; Assistant City Manager Charles Kelm; City Secretary Brenda Dennis; Assistant to the City Manager Sarah Gonzalez; Deputy City Secretary Gayle Wilkinson

Call to Order

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

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

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

Mayor Gutierrez gave specific requests to guests and staff in reference to wearing their masks during the City Council meeting and departing the Council meeting. Due to COVID- 19 concerns, roving the chamber is prohibited.

Hearing of Residents

Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at bdennis@schertz.com by 5:00 p.m. on Friday, November 13, 2020 , SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS. In the body of the email please include your name, your address,

phone number, agenda item # if applicable or subject of discussion, and your comments.

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.

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. Mayor Gutierrez gave specific requirements for those speaking under 'hearing of residents'.

Mayor Gutierrez recognized the following who spoke:

- Dr. Cathy Marston - 1024 Valley Forge - Spoke about news coverage she saw about "a horrific and inexcusable police brutality" against a black teenager on November 2, 2020. Dr. Marston encouraged the Mayor to make police accountability an agenda item for a future meeting. Dr. Marston recapped an event that happened to her in the past in Schertz and then asked for a hearing on police accountability and a police citizens review board be organized in Schertz.
- Bobby F. Jones - 12406 Guy Guisborne - Discussed how there were mistakes made on both sides of the incident with the Schertz Police Department and a black teenager on November 2, 2020. Mr. Jones gave passionate remarks about his past and his desire for there to be help and assistance for our police agencies that include listening to their heart and not relying solely on training. Mr. Jones would like conversation had to teach people to care and have compassion for one another. Mr. Jones concluded his remarks by saying Schertz is a good place and people make mistakes on both sides.
- Michael Carpenter - 3613 Calvert St. - Gave his thanks for Precinct 3 for electing him as County Commissioner. Mr. Carpenter thanked Councilmember Scott Larson for his service over the last several years as a member of council. Mr. Carpenter also congratulated the reappointed Councilmembers David Scagliola, Michael Dahle, and newly elected Councilmember Jill Whittaker who will soon take her seat on council. Mr. Carpenter expressed his respect for the difficult position council has as they serve their community and commended them for there work.

Discussion and Action Items

The following was read into record:

1. **Resolution No. 20-R-133** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas canvassing the returns and declaring the results of the November 3, 2020, General Election; and other matters in connection therewith. (Mayor/B. Dennis)

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided the results from the November 3, 2020, election and declared that Place 3 being Jill Whittaker elected, Place 4 being re-elected Michael Dahle, and Place 5 being re-elected David Scagliola.

Mayor Gutierrez remarked on the large turnout for the election and thanked the community for exercising their right to vote.

Moved by Councilmember Scott Larson, seconded by Councilmember Michael Dahle to approve Resolution No. 20-R-133.

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

Passed

Roll Call Vote Confirmation

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided the roll call vote confirmation for agenda item 1.

2. **Farewell Comments/Remarks** - Mayor and Councilmembers departing comments for Councilmember Scott Larson (Mayor/Council)

Mayor Gutierrez began with his farewell remarks followed by all the Councilmembers. Each Councilmember spoke with gratitude, respect, and a thankful heart for Councilmember Larson's time on council.

3. **Farewell Recognition and Farewell Address** - Recognition to Councilmember Scott Larson for his service to the City of Schertz and his Farewell address. (Mayor/Council/B. Dennis)

Mayor Gutierrez asked City Secretary Brenda Dennis and Councilmember Scott

Larson to join him at the podium. Mayor Gutierrez began by presenting Councilmember Larson with a city flag in gratitude for all his service to the city. Mayor Gutierrez also presented Councilmember Larson with an award in appreciation for all he did for the city and his years of service.

Mayor Gutierrez gave Councilmember Scott Larson the opportunity to provide his farewell remarks. Councilmember Larson gave a passionate address expressing his enjoyment of serving on Council, how much he has learned, and his great love for politics from every aspect and remarked how politics allow us to get government out of the way and let individuals be the best version of themselves. Councilmember Larson noted the City of Schertz is an exceptional city with exceptional staff, an exceptional City Manager, and an exceptional group of leadership. Councilmember Larson expressed his unworthiness of the honor to have set on council and expressed how thankful he is for having had the opportunity.

Councilmember Larson received a standing ovation while he shook the hand of each Councilmember.

Mayor Gutierrez gave a ceremonial gavel for Councilmember Larson's years of service.

4. Oath of Office

- Newly and Re-Elected Officers - Oath of Office. (B. Dennis)

1. Oath of Office to newly elected Councilmember Place 3 Jill Whittaker. (Ceremonial placement of name plate by family member)
2. Oath of Office to reelected Councilmember Place 4, Michael Dahle.
3. Oath of Office to reelected Councilmember Place 5 David L. Scaliola.

City Secretary Brenda Dennis provided the Oath of Office to newly elected Councilmember Jill Whittaker and re-elected Councilmembers Michael Dahle and David Scagliola. Newly elected Councilmember Jill Whittaker's husband and youngest son were asked to come forward and place her name tag on the dais.

- Certificates of Election - Presentation of Certificate of Election. (B. Dennis)

City Secretary Brenda Dennis presented a certificate of election to each sworn in Councilmember.

Mayor Gutierrez presented Schertz 2020- 2021 City Council and stated they were now seated.

5. Comments by Newly Elected and Re-elected Councilmembers.

1. Comments by Councilmember Jill Whittaker.
2. Comments by Councilmember Michael Dahle.
3. Comments by Councilmember David Scagliola.

Mayor Gutierrez congratulated and introduced Councilmember Jill Whittaker and gave her an opportunity to speak. Councilmember Whittaker introduced herself and gave a hearty thank you to all who helped in her campaign and all those that voted for her.

Mayor Gutierrez congratulated Councilmember Michael Dahle for his re-election and gave him an opportunity to speak. Councilmember Dahle thanked his wife and family for their support and the multitude of voters who took the time to cast a vote for him even though he was unopposed.

Mayor Gutierrez congratulated Councilmember David Scagliola for his reelection and gave him an opportunity to speak. Councilmember Scagliola thanked his wife for her support and expressed how honored he is to represent the citizens of Schertz for three more years.

Mayor Gutierrez invited all to join them at the Civic Center for light refreshments.

Adjournment

As there was no further business, Mayor Gutierrez adjourned the meeting at 6:49 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: Executive Team
Subject: Resolution No. 20-R-139 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving requests for Schertz Main Street Local Flavor Economic Development Grants for 539 and 820 Main Street. (B. James)

BACKGROUND

The owners of the properties at 539 and 820 Main Street are applying for Local Flavor Grants. Attached are photos of both structures.

The owner of 539 Main is proposing to redo the landscaping on the property as he seeks a tenant for the building. The estimated project cost is \$8,500 as such the 50% grant amount is up to \$4,250. The maximum grant amount for a site improvement grant is up to \$20,000. The owner of the property at 820 Main is proposing to redo the façade of the building. He plans to remove the existing metal awning, brick the entire front façade and install clear garage doors to match the façade of 816 Main. The estimated project cost is \$18,000 as such the 50% grant match is up to \$9,000. The maximum grant amount for façade improvements is \$20,000.

GOAL

Promote and enhance commercial activity along Main Street to promote the economic, cultural and general welfare of the public. The area around Main Street in Schertz once served as the commercial and social hub of the community. The City seeks to improve the image of the area around Main Street through the inducement of public money to promote local economic development and stimulate business and commercial activities in the City.

COMMUNITY BENEFIT

Encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street. Promote commercial development. Stabilize and improve property values. Foster civic pride. Strengthen the economy of the City by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support of local businesses.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 20-R-139 approving Schertz Main Street Local Flavor Economic Development Grants for up to \$4,250 for 539 Main and up to \$9,000 for 820 Main.

FISCAL IMPACT

Up to \$13,250 for these grants.

RECOMMENDATION

Approve Resolution No 20-R-139

Attachments

20-R-139
agreement 539 Main

agreement 820 Main
Photos 539 and 820 Main

RESOLUTION NO. 20-R-139

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING REQUESTS FOR SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT GRANTS FOR 539 AND 820 MAIN STREET IN THE CITY OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH

WHEREAS, The City of Schertz desires to protect, enhance, and preserve the historic resources and landmarks which represent distinctive elements of Schertz' historic, architectural, economic, cultural, and social heritage by providing property owners and incentive for protecting their property; and

WHEREAS, the City of Schertz desires to encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street;

WHEREAS, the City of Schertz desires to stabilize and improve property values; and

WHEREAS, Foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents; and

WHEREAS, Strengthen the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses.

WHEREAS, the City Council approved the Schertz Main Street Local Flavor Economic Development Grant;

WHEREAS, staff is in support of this program and recommended approval of the grant requests for 539 Main Street for up to \$4,250 and for 820 Main Street for up to \$9,000;

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

Section 1. The City Council hereby approves the Schertz Main Street Local Flavor Economic Development Grant requests for 539 Main Street and 820 Main Street subject to the approved criteria of the program and execution of a funding agreement generally as outlined 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 1st day of December, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

Exhibit A

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM
FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND
MWBDLR, LLC, FOR EXPENDITURE OF LOCAL FLAVOR GRANT FUNDS

This Local Flavor Development Program Funding Agreement (AGREEMENT) is made and entered into by and between the City of Schertz, Texas (CITY) and MWBDLR, LLC, (ENTITY).

WHEREAS, the ENTITY has developed a proposal to Make improvements to landscaping to 539 Main (the “Project”); and

WHEREAS, Section 380.001 of the Texas Local Government Code, as amended, allows the governing body of a municipality to establish and provide for the administration of one or more programs to promote state and local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program is intended to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors; and

WHEREAS, funding for the Schertz Main Street Local Flavor Economic Development Program will be provided annually through the City’s General Fund; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program will enhance other city efforts to improve, beautify, and promote economic development in the Main Street area.

WHEREAS, the area around Main Street in Schertz once served as commercial and social hub of the community; and

WHEREAS, the City seeks to improve the image of the area around Main Street through restoration and rehabilitation of structures in the Main Street area to serve as a commercial, social, cultural and tourism hub of the City; and

WHEREAS, the City Council of the City of Schertz desires to provide funds to MWBDLR, LLC (ENTITY).

NOW, THEREFORE, it is mutually agreed by and between the CITY and ENTITY as follows:

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is to provide funding to the ENTITY for the project identified in the attached Exhibit "A" (the "Project"), the intent of which is to promote state and local economic development and to stimulate business and commercial activity in the municipality to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors.

Section 2. Obligation of the ENTITY. The ENTITY shall use all of the awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code, the ENTITY'S funding application, and the attached Exhibit "A".

Section 3. Reporting Requirements of the ENTITY. The ENTITY shall deliver a detailed accounting of the expenditures for the Project within thirty (30) days after completion of the Project (the "Post Event Report"). The Post Event Report shall include copies of receipts and other documents establishing the expenditures for the project. The CITY shall not make reimbursements for expenditures where no receipt or invoice is provided. Partial or incomplete reports will not be accepted.

Section 4. Authorization of Payment. Subject to the ENTITY'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ENTITY up to fifty percent (50%) of the Project. The Project is estimated to be \$8,500.00 and fifty percent of which is \$4,250.00, and is capped at 20,000.00 for work falling within the criteria for site improvements. Payment will be made within forty-five (45) days of acceptance of the complete Post Event Report. Partial or incomplete reports will not be accepted. Only expenditures that meet Chapter 351 of the Tax Code and this AGREEMENT shall be reimbursed.

Section 5. Appeal Process. Any ENTITY wishing to appeal the decision of the CITY must present their appeal in writing within ten (10) business days of funding denial.

Section 6. Rights. The City of Schertz has the right, at any time, to inspect the books or records of the ENTITY that may relate to performance of this AGREEMENT. The CITY, at its sole expenses, has the right to conduct an audit of the ENTITY or Project.

Section 7. Term. The AGREEMENT shall become effective as of the date entered below. The AGREEMENT shall terminate one year from its effective date or once the terms have been met, whichever occurs first.

Section 8. Indemnification. The ENTITY agrees to defend, indemnify and hold harmless the CITY, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ENTITY's breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or omission of the ENTITY, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply

to any liability resulting from the sole negligence of the CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ENTITY and the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the City of Schertz that may arise by virtue of this AGREEMENT.

Section 9. Termination. A party may terminate this AGREEMENT in whole or in part if the other party fails to comply with a term of the AGREEMENT, including the inability of the ENTITY to conform to any change required by federal, state or local laws or regulations; or for the convenience of either party. The terminating party shall provide written notification to the other party of the decision to terminate this AGREEMENT within thirty (30) days before the effective date of termination. A party may terminate the AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the breaching party shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the non-breaching party.

Section 10. Notice. All notices required or permitted under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

to the CITY at:

City of Schertz
Attention: City Manager
1400 Schertz Parkway
Schertz, TX 78154
(210) 619-1000

To MWBDLR, LLC:
Attention: Nicholas Marquez
PO Box 284
Cibolo, Texas 78108

MISCELLANEOUS

Section 11. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Section 12. Approval. This AGREEMENT has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

Section 13. Assignment. Except as otherwise provided in this AGREEMENT, a party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written

consent of the other party.

Section 14. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this AGREEMENT are cumulative and are not exclusive of other rights or remedies provided by law.

Section 15. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this AGREEMENT or any section thereof.

Section 16. Attorney fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, plus all out-of-pocket expense such as deposition costs, telephone, calls, travel expenses, expert witness fees, court costs, and their reasonable expenses, unless otherwise prohibited by law.

Section 17. Severability. The parties agree that in the event any provision of this AGREEMENT is declared invalid by a court of competent jurisdiction that part of the AGREEMENT is severable and the decree shall not affect the remainder of the AGREEMENT. The remainder of the AGREEMENT shall be in full force and effect.

Section 18. Venue. The parties agree that all disputes that arise of this AGREEMENT are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Milam County, Texas.

Section 19. Certificate of Insurance. The ENTITY agrees to provide a certificate of insurance for liability and worker's compensation insurance or letter of self-insurance on its letterhead indicating its self-insured status before any event awarded funding under this AGREEMENT. The cost of the insurance herein mentioned to be secured and maintained by the ENTITY shall be borne solely by the ENTITY.

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this _____ day of _____, 2020.

CITY OF SCHERTZ, TEXAS

ENTITY – MWBDLR, LLC

City Manager

(Title)

ATTEST:

City Secretary

(Title)

EXHIBIT A

\$8500 in landscaping work in front yard - Lime Stone Borders, River Rocking Large Areas.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM
FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND 1017
Holdings, LLC, FOR EXPENDITURE OF LOCAL FLAVOR GRANT FUNDS

This Local Flavor Development Program Funding Agreement (AGREEMENT) is made and entered into by and between the City of Schertz, Texas (CITY) and 1017 Holdings, LLC, (ENTITY).

WHEREAS, the ENTITY has developed a proposal to Make improvements to landscaping to 820 Main (the “Project”); and

WHEREAS, Section 380.001 of the Texas Local Government Code, as amended, allows the governing body of a municipality to establish and provide for the administration of one or more programs to promote state and local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program is intended to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors; and

WHEREAS, funding for the Schertz Main Street Local Flavor Economic Development Program will be provided annually through the City’s General Fund; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program will enhance other city efforts to improve, beautify, and promote economic development in the Main Street area.

WHEREAS, the area around Main Street in Schertz once served as commercial and social hub of the community; and

WHEREAS, the City seeks to improve the image of the area around Main Street through restoration and rehabilitation of structures in the Main Street area to serve as a commercial, social, cultural and tourism hub of the City; and

WHEREAS, the City Council of the City of Schertz desires to provide funds to 1017 Holdings, LLC (ENTITY).

NOW, THEREFORE, it is mutually agreed by and between the CITY and ENTITY as follows:

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is to provide funding to the ENTITY for the project identified in the attached Exhibit "A" (the "Project"), the intent of which is to promote state and local economic development and to stimulate business and commercial activity in the municipality to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors.

Section 2. Obligation of the ENTITY. The ENTITY shall use all of the awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code, the ENTITY'S funding application, and the attached Exhibit "A".

Section 3. Reporting Requirements of the ENTITY. The ENTITY shall deliver a detailed accounting of the expenditures for the Project within thirty (30) days after completion of the Project (the "Post Event Report"). The Post Event Report shall include copies of receipts and other documents establishing the expenditures for the project. The CITY shall not make reimbursements for expenditures where no receipt or invoice is provided. Partial or incomplete reports will not be accepted.

Section 4. Authorization of Payment. Subject to the ENTITY'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ENTITY up to fifty percent (50%) of the Project. The Project is estimated to be \$18,000.00 and fifty percent of which is \$9,000.00, and is capped at 20,000.00 for work falling within the criteria for façade improvements. Payment will be made within forty-five (45) days of acceptance of the complete Post Event Report. Partial or incomplete reports will not be accepted. Only expenditures that meet Chapter 351 of the Tax Code and this AGREEMENT shall be reimbursed.

Section 5. Appeal Process. Any ENTITY wishing to appeal the decision of the CITY must present their appeal in writing within ten (10) business days of funding denial.

Section 6. Rights. The City of Schertz has the right, at any time, to inspect the books or records of the ENTITY that may relate to performance of this AGREEMENT. The CITY, at its sole expenses, has the right to conduct an audit of the ENTITY or Project.

Section 7. Term. The AGREEMENT shall become effective as of the date entered below. The AGREEMENT shall terminate one year from its effective date or once the terms have been met, whichever occurs first.

Section 8. Indemnification. The ENTITY agrees to defend, indemnify and hold harmless the CITY, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ENTITY's breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or omission of the ENTITY, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply

to any liability resulting from the sole negligence of the CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ENTITY and the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the City of Schertz that may arise by virtue of this AGREEMENT.

Section 9. Termination. A party may terminate this AGREEMENT in whole or in part if the other party fails to comply with a term of the AGREEMENT, including the inability of the ENTITY to conform to any change required by federal, state or local laws or regulations; or for the convenience of either party. The terminating party shall provide written notification to the other party of the decision to terminate this AGREEMENT within thirty (30) days before the effective date of termination. A party may terminate the AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the breaching party shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the non-breaching party.

Section 10. Notice. All notices required or permitted under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

to the CITY at:

City of Schertz
Attention: City Manager
1400 Schertz Parkway
Schertz, TX 78154
(210) 619-1000

To 1017 Holdings, LLC:
Attention: Nicholas Marquez
PO Box 284
Cibolo, Texas 78108

MISCELLANEOUS

Section 11. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Section 12. Approval. This AGREEMENT has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

Section 13. Assignment. Except as otherwise provided in this AGREEMENT, a party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written

consent of the other party.

Section 14. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this AGREEMENT are cumulative and are not exclusive of other rights or remedies provided by law.

Section 15. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this AGREEMENT or any section thereof.

Section 16. Attorney fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, plus all out-of-pocket expense such as deposition costs, telephone, calls, travel expenses, expert witness fees, court costs, and their reasonable expenses, unless otherwise prohibited by law.

Section 17. Severability. The parties agree that in the event any provision of this AGREEMENT is declared invalid by a court of competent jurisdiction that part of the AGREEMENT is severable and the decree shall not affect the remainder of the AGREEMENT. The remainder of the AGREEMENT shall be in full force and effect.

Section 18. Venue. The parties agree that all disputes that arise of this AGREEMENT are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Milam County, Texas.

Section 19. Certificate of Insurance. The ENTITY agrees to provide a certificate of insurance for liability and worker's compensation insurance or letter of self-insurance on its letterhead indicating its self-insured status before any event awarded funding under this AGREEMENT. The cost of the insurance herein mentioned to be secured and maintained by the ENTITY shall be borne solely by the ENTITY.

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this _____ day of _____, 2020.

CITY OF SCHERTZ, TEXAS

ENTITY – 1017 Holdings, LLC

City Manager

(Title)

ATTEST:

City Secretary

(Title)

EXHIBIT A

Demo of Metal Awning - \$4000

Bricking entire Front Building - \$6000

New Clear Garage Doors to match facade of 816 Main - \$8000

539 Main



820 Main



CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: City Secretary
Subject: Ordinance No. 20-S-37 - Consideration and/or action upon a request to amend the Comprehensive Land Use Plan by changing approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation, generally located approximately 4,000 feet east of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 310024 and 310031, City of Schertz, Bexar County, Texas. *Final Reading (B. James/L. Wood/ N. Kopyay)*

BACKGROUND

Proposed Amendment: The applicant is requesting to amend the Comprehensive Land Use Plan by changing approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation.

The Future Land Use Map for the subject area was evaluated as part of the Sector Plan amendment to the Comprehensive Land Use Plan, adopted by City Council on July 16, 2013. The subject properties are currently designated under the Mixed Use Neighborhood and Agricultural Conservation future land use categories. The Estate Neighborhood future land use designation is intended to address residential development patterns in Southern Schertz by requiring a minimum lot size of 0.5 acres. This leaves two potential options for zoning for development in the Estate Neighborhood designated areas: R-A zoning with mandated minimum 0.5 acres per lot, or the ENPDD zoning alternate development option that mandates an equivalent overall density to the R-A zoning district, while also allowing for residential clustering to preserve larger open spaces and reduce infrastructure costs. The goal ENPDD zoning alternative development option is to allow more flexibility in lot size, while requiring quality open space and neighborhood design under the same overall destiny of the R-A zoning district.

The Agricultural Conservation land use designation is intended to preserve much of South Schertz in a rural/agricultural state. This area is less attractive for more intense uses due to its distance from the Interstate and limited street connectivity. Some character-defining elements recommended are mainly large-lot (5 acre minimum lot size) residential and agricultural uses with some agricultural related commercial uses being permitted (landscaping business, metal workshop, farmers market, convenience store, etc., with appropriate design and transition standards).

The applicant is proposing to change the future land use designation of the subject properties to Single-Family Residential. This proposed future land use designation is intended to be comprised of primarily conventional detached dwellings. In areas proposed to utilize a traditional neighborhood design the single-family residential use may include a mix of lot sizes and single-family residential uses, as well as limited commercial development to support the daily activities of the development. In all single-family residential use areas, public and semi-public development such as schools and churches are encouraged as neighborhood focal points.

Public Hearing Notices: The public hearing notice mailers were sent out to surrounding property

owners prior to the Planning and Zoning Commission public hearing, and a public hearing notice was published in the "San Antonio Express" prior to this City Council public hearing. At the time of this staff report, staff has received (3) responses in favor of the proposed amendment and (1) response opposed to the proposed amendment.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission met on October 14, 2020 and made a recommendation of denial to the City Council by a 7-0 vote. The Commissioners spoke at length regarding the increased traffic in Southern Schertz with the addition of the single-family residential land use designations, the impact of the proposal to the Master Thoroughfare Plan, and whether they should recommend approval of changes to individual parcels on the Comprehensive Land Use Plan given the impending full Comprehensive Land Use Plan update.

GOAL

The project goal is to amend the Comprehensive Land Use Plan by changing approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

The proposed development plan that led to the filing of this Comprehensive Land Use Plan involves the potential construction of approximately 125 single-family residential homes, sized at roughly 60'x120', which would be commensurate to other subdivisions established in the City's Single-Family Residential (R-7) zoning district. The proposed subdivision does not fit within the Agricultural Conservation and Estate Neighborhood future land use designations given the required open space and density minimums required in the land use categories, therefore the applicant moved forward with this proposed Comprehensive Plan amendment to reclassify the properties under the Single-Family Residential future land use designation.

The 2013 Sector Plan Amendment of the Comprehensive Land Use Plan sought to establish future development objectives that balance the traditionally rural and agricultural identity that has shaped the character of Southern Schertz with the opportunity for growth as the City continues to develop south of FM 78. The Schertz City Council has recently approved property owner requested Future Land Use Plan amendments to allow for development under the single-family residential land use designation, as opposed to the various, originally planned single-family residential and agricultural land use designations that regulated development based on additional mixed-use form, density, and/or minimum open space preservation. Staff agrees with City Council that property owners in Southern Schertz should have significant influence in the development of the future development goals for Southern Schertz; therefore Staff defers to City Council regarding their approbation of modifications to the Comprehensive Land Use Plan in order to allow property owners to develop their properties in accordance with current market conditions, which in this case promotes the addition of traditional single-family residential developments.

Staff recommends approval of the proposed Comprehensive Land Use Plan amendment.

The final approval of the FY 2020-21 City of Schertz Budget last month at the September 8, 2020 City Council Meeting should also be considered when making a recommendation to City Council regarding this Comprehensive Land Use Plan amendment. The FY2020-21 Budget, in effect as of October 1, 2020, allocates funding for a full Comprehensive Land Use Plan amendment, which will involve

contributions from all the City of Schertz stakeholders, including the residents of Southern Schertz. The revamp of the Comprehensive Land Use Plan will allow us to tailor the future plans for Schertz to the evolving needs of our residents. The full amendment would enable City Staff to make modifications to the Future Land Use Map that are the most appropriate for each area within Schertz. For instance, the lack of residential options for families in Southern Schertz has engendered several development proposals, such as the plan prompting this Comprehensive Land Use Plan amendment, which focus on the construction of a variety of housing options through a mix of lot sizes and product types. The upcoming Comprehensive Plan rework would allow Staff to reconcile these gaps between our future plan, the residents' desires, and current market conditions, and would be the most appropriate time to modify the plan on an area by area basis.

FISCAL IMPACT

None

RECOMMENDATION

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission met on October 14, 2020 and made a recommendation of denial to the City Council by a 7-0 vote. The Commissioners spoke at length regarding the increased traffic in Southern Schertz with the addition of the single-family residential land use designations, the impact of the proposal to the Master Thoroughfare Plan, and whether they should recommend approval of changes to individual parcels on the Comprehensive Land Use Plan given the impending full Comprehensive Land Use Plan update.

Staff recommends approval of the proposed Comprehensive Land Use Plan amendment to change approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation.

Attachments

Ordinance 20-S-37

Ordinance 20-S-37 Exhibit A

Ordinance 20-S-37 Exhibit B

Aerial Map

Comprehensive Plan Amendment Request Letter

Comprehensive Plan (Schertz Sector Plan) - South Schertz Future Land Use Map

Public Hearing Notice Map

Public Hearing Notice Responses

ORDINANCE NO. 20-S-37

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE COMPREHENSIVE LAND USE PLAN BY CHANGING APPROXIMATELY 40 ACRES OF THE FUTURE LAND USE MAP FROM THE ESTATE NEIGHBORHOOD AND AGRICULTURAL CONSERVATION LAND USE DESIGNATIONS TO THE SINGLE-FAMILY RESIDENTIAL LAND USE DESIGNATION, GENERALLY LOCATED APPROXIMATELY 4,000 FEET EAST OF THE INTERSECTION BETWEEN FM 1518 AND LOWER SEGUIN ROAD, ALSO KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBERS 310024 AND 310031, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS

WHEREAS, an application to amend the Comprehensive Land Use Plan by changing approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation, and more specifically described in the Exhibit A and Exhibit B attached herein (herein, the “Property”) has been filed with the City; and

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

WHEREAS, a total of 14 public hearing notices were mailed out to property owners in the subject areas and to surrounding property owners within two hundred (200) feet of the subject areas on October 2, 2020 and a public hearing notice was published in the San Antonio Express News on October 21, 2020; and

WHEREAS, on October 14, 2020, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to deny the requested Comprehensive Land Use Plan amendment; and

WHEREAS, on November 10, 2020, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested Comprehensive Land Use Plan amendment be approved as provided for herein.

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

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

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

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

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

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

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

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

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

Approved on first reading the 10th day of November, 2020.

PASSED, APPROVED AND ADOPTED on final reading the 1st day of December, 2020.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)



**METES AND BOUNDS DESCRIPTION
FOR A 20.003 ACRE TRACT OF LAND**

October 4, 2016

Being a 20.003 acre tract of land (called 19.999 acres) situated in Bexar County, Texas surveyed for W.H. Rittiman and being part of the Julian Diaz Survey No. 66, Abstract No. 187, Bexar County Block 5059 and also being part of an eighty acre Paul Gleitz Tract and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2" iron rod found along the southeast Right of Way line of Lower Seguin Rd. and the northeast corner of a tract deeded to Sue N. Fluitt and recorded in vol. 8472, pg. 1941, Real Property Records, Bexar County, Texas for the northwest corner and **POINT OF BEGINNING** of this tract;

THENCE: North 59°44'00" East, along Lower Seguin Rd. a distance of **693.08 feet** to a set 1/2" iron rod at the northwest corner of a tract deeded to Carlos Jr. & Margaret L. Garza, recorded in vol. 6541, pg. 807, Real Property Records, Bexar County, Texas for the northeast corner of this tract;

THENCE: South 30°08'00" East, generally along a barbed wire fence a distance of **1257.83 feet** to a found 1/2" iron rod for the southeast corner of this tract;

THENCE: South 59°56'25" West, generally along a barbed wire fence a distance of **693.75 feet** to a found 1/2" iron rod for the southwest corner of this tract;

THENCE: North 30°06'11" West, generally along a barbed wire fence a distance of **1255.33 feet** to the **POINT OF BEGINNING** and containing 20.003 acres of land, more or less, according to a survey made on the ground;

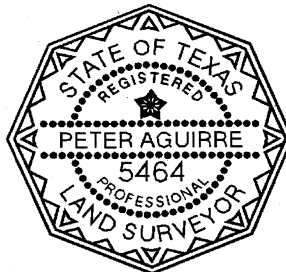
SouthCentral Surveyors of Texas

Peter A. Aguirre, R.P.L.S.

Registration No. 5464

Job # 16-0159-001

A drawing of even job number and date was also prepared.





METES AND BOUNDS DESCRIPTION FOR A 19.585 ACRE TRACT OF LAND

October 14, 2016

Being a 19.585 acre tract of land out of a 21.58 acre tract out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059 recorded in vol. 8472, pg. 1941, Real Property Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2" iron rod found along the southeast Right of Way line of Lower Seguin Rd. and the northwest corner of a tract deeded to Joy Lee Rittiman and recorded in vol. 15243, pg. 1106, Real Property Records, Bexar County, Texas for the northeast corner and **POINT OF BEGINNING** of this tract;

THENCE: South 30°06'11" East, generally along a barbed wire fence a distance of **1255.33 feet** to a Found 1/2" iron rod at the southwest corner of said Rittiman tract for the southeast corner of this tract;

THENCE: South 59°59'45" West, generally along a barbed wire fence a distance of **1097.83 feet** to a found 1/2" iron rod at the northwest corner of a tract deeded to Seanna Fraser Holtz, BCAD # 310032 and the east line of a tract deeded to Gary A. Fairley recorded in vol. 10520, pg. 1386, Real Property Records of Bexar County, Texas for the southwest corner of this tract;

THENCE: North 30°00'00" West, generally along a barbed wire fence a distance of **655.53 feet** to a iron fence post along the east line of said Fairley tract and the southwest corner of a tract deeded to Doris Asher recorded in Vol. 16710, pg. 747, Real Property Records of Bexar County, Texas for the westernmost corner of this tract;

THENCE: North 59°54'43" East, generally along a barbed wire fence a distance of **840.51 feet** to a set 1/2" iron rod at the southeast corner of a tract deeded to Salvador P. Alvarez recorded in Vol. 12023, pg. 647, Real Property Records of Bexar County, Texas for a corner of this tract;

THENCE: North 23°37'55" West, generally along a smooth wire fence a distance of **602.56 feet** to a set 1/2" iron rod at the northeast corner of said Alvarez tract for the northwest corner of this tract;

THENCE: North 60°04'46" West, generally along a barbed wire fence a distance of **188.23 feet** to the **POINT OF BEGINNING** and containing 19.585 acres of land, more or less, according to a survey made on the ground;

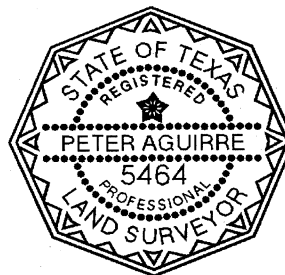
SouthCentral Surveyors of Texas

Peter A. Aguirre, R.P.L.S.

Registration No. 5464

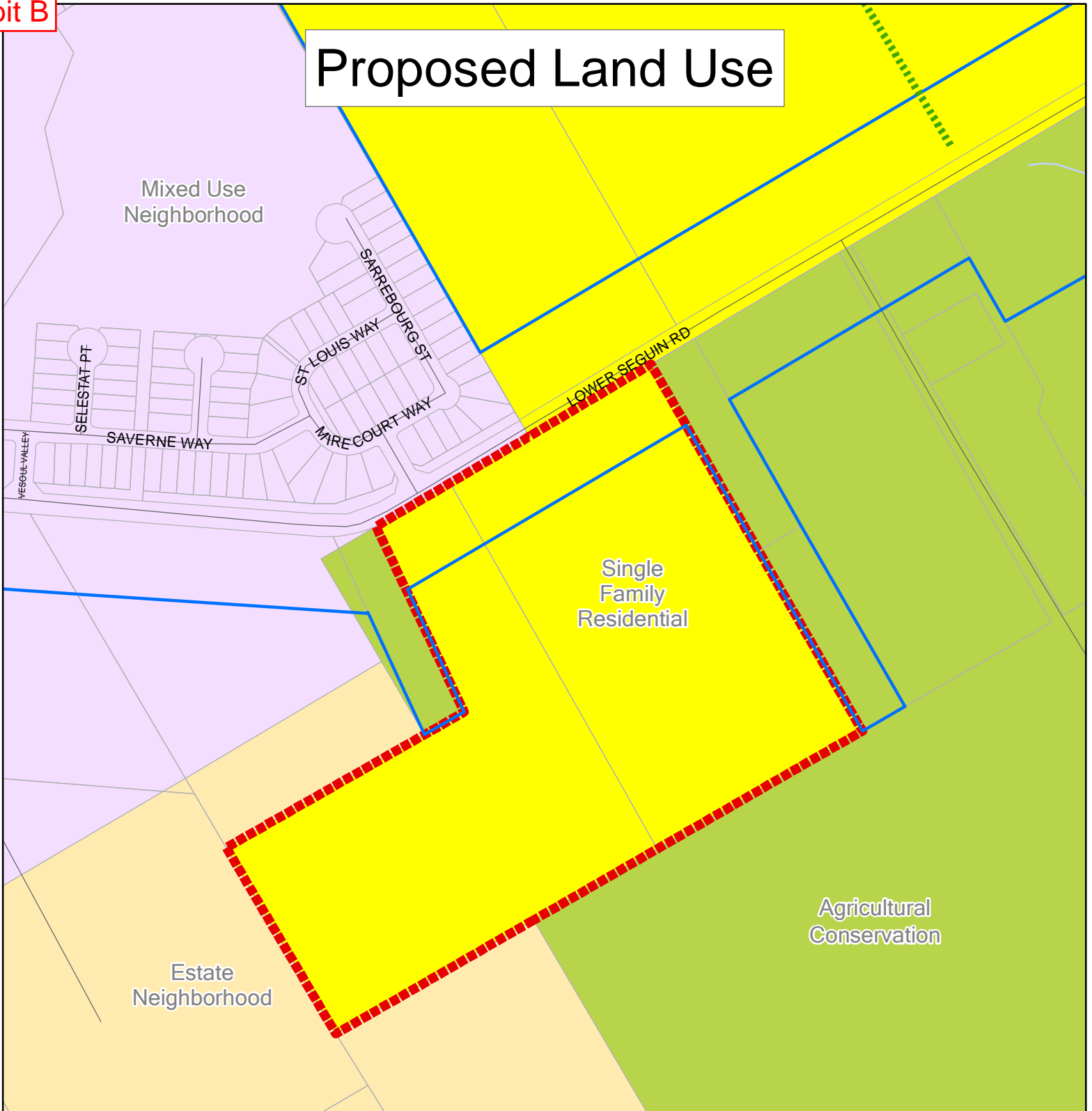
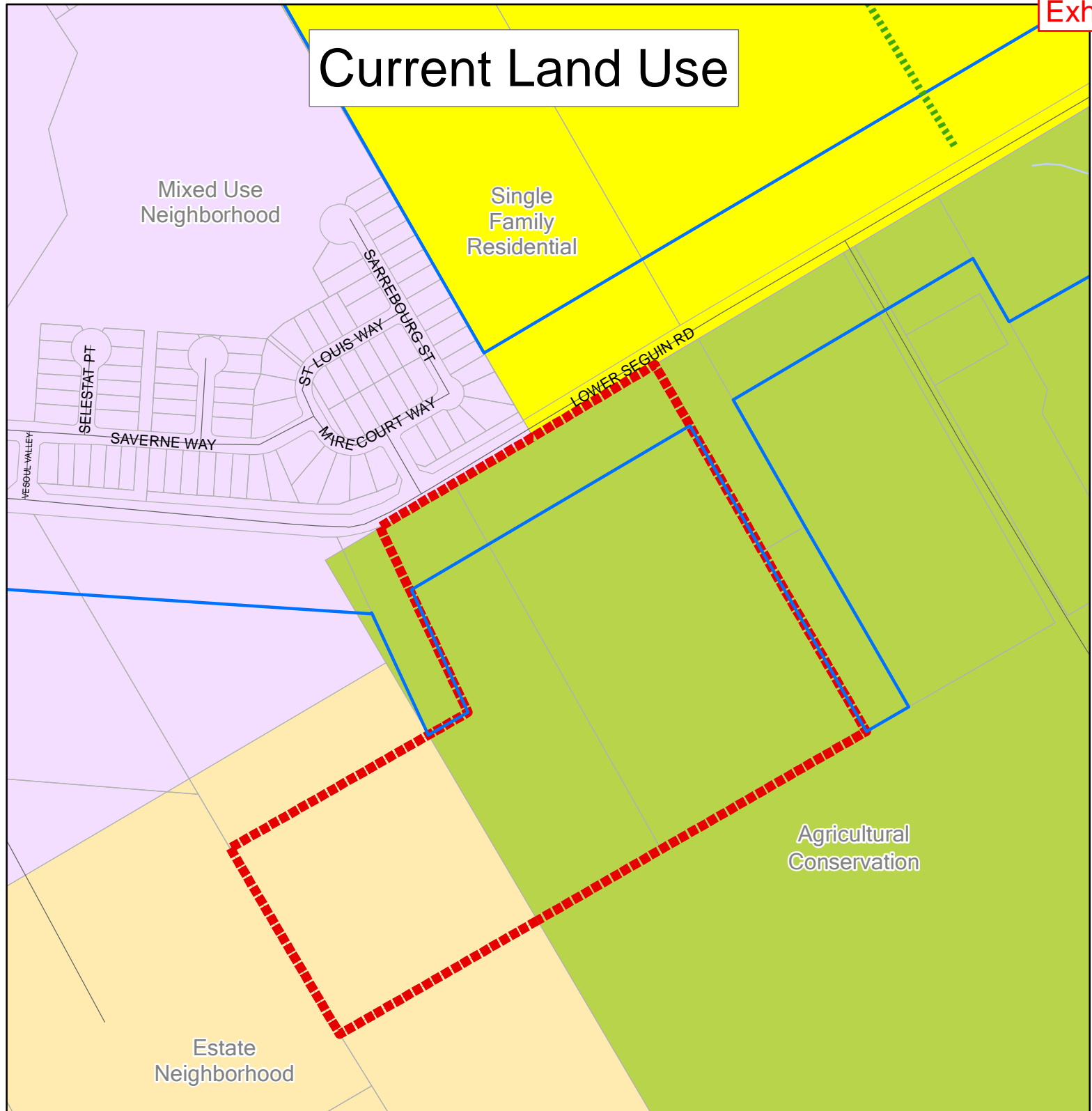
Job # 16-0173-001

A drawing of even job number and date was also prepared.

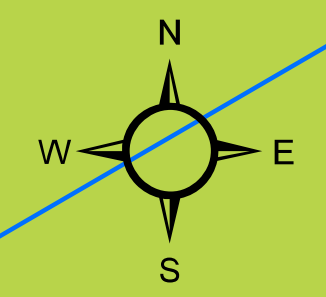


Current Land Use

Proposed Land Use



RuralFrontage	Land Use Description	Commercial Campus	Main Street Commercial	Parks, Open Space
Sector Boundary	Agricultural Conservation	Estate Neighborhood	Manufactured Housing	Single Family Residential
Extraterritorial Jurisdiction	Air Installation Compatible	Highway Commercial	Mixed Use Core	TND/TOD
	Air Installation Impact	Industrial	Mixed Use Neighborhood	Transition
	Civic, Schools	Industry, Technology and R&D	Multi-Family Residential	





Bexar County

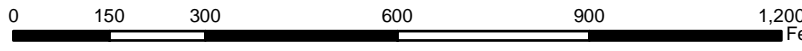


SCHIERTZ
COMMUNITY + SERVICE + OPPORTUNITY

FLUIT TRACTS

<all other values>	60' Expansion	86' Extension	120' Proposed	1", 1 1/2"	8"	20"	Schertz Gravity	Hydrant	200' Buffer
Highways	60' Proposed	86' Proposed	Abandoned	2", 2 1/2"	10"	24"	Schertz Pressure	Manholes	Schertz Municipal Boundary
Major Roads	60' Extension	120' Expansion	Future TxDOT	3"	12"	30"	Neighboring Gravity	Neighboring Main	County Boundaries
Minor Roads	86' Expansion	120' Extension	Highway	4"	16"	36"	Private Main	Private Pressure	
Other Cities				6"	18"				

1 Inch = 300 Feet



August 26,2020



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

Re: Fluit Tract Comprehensive Plan
Amendment Request Letter

Dear Ms. Wood:

In connection with the proposed rezoning and development of the Fluit Tracts, we are requesting that the City's Future Land Use Plan be amended. The subject property is +/- 39.98-Acres and is located at 12610 Lower Sequin Road (See Exhibit "1").

The City of Schertz Sector Plan lists the current Land Use for the Subject Property as a mix of 'Estate Neighborhood' and 'Agricultural Conservation' land use designations. We are requesting that these land uses be amended to 'Single-Family Residential' (See Exhibit "2"). Additionally, the owners of the Subject Property will be submitting annexation and zoning requests pursuant to their existing Development Agreements with the City.

The proposed rezoning for the Subject Property will be to the 'Planned Development District'. That application will be filed within the next two weeks. The proposed Planned Development District will match the Master Plan for the Fluit Tract Subdivision and will be submitted at a later time following approval of the Sector Plan revision.

The existing 'Estate Neighborhood' and 'Agricultural Conservation' land use designations for the Subject Property may have been appropriate in 2013, but seven years later they are not what is appropriate under today's market and citizen/end-user needs. The 'Agricultural Conservation' designation effectively prices the average Schertz citizen out of the market. Additionally, the 'Estate Neighborhood' designation cannot be considered optimal given the surrounding existing and proposed residential developments in the area.

The nearby large single-family residential developments, both existing (Rhine Valley and Sedona Hills) and proposed (Saddlebrook Ranch), in this area have produced the necessary infrastructure to support larger density developments. Therefore, making the 'Agricultural Conservation' and 'Estate Neighborhood' land use designations obsolete.

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

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

Sincerely,
Moy Tarin Ramirez Engineers, LLC.



Paul Landa, P.E., CFM
Vice President



Enclosures: As Stated

EXHIBIT 1: LOCATION MAP

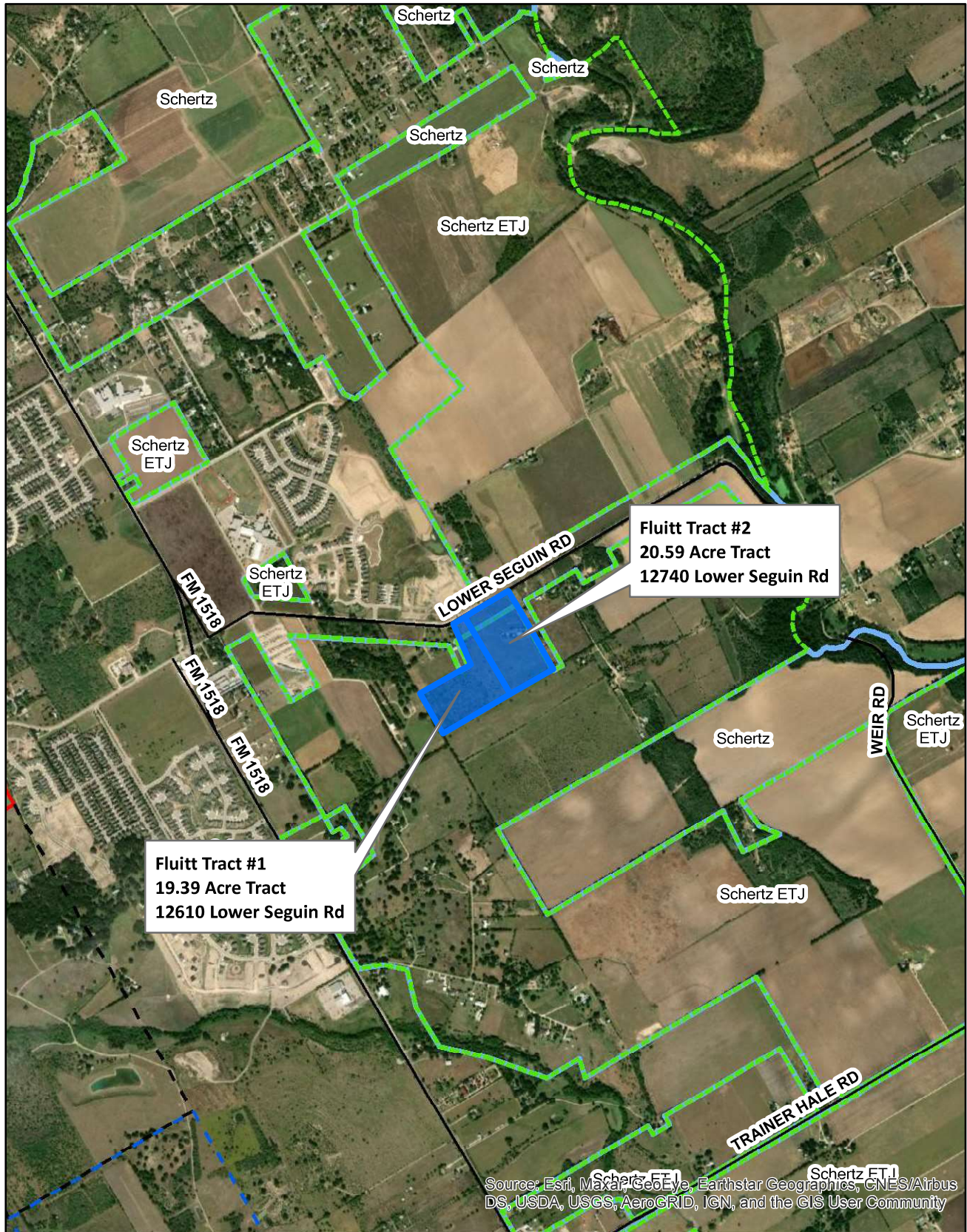


EXHIBIT 2: EXISTING COMPREHENSIVE PLAN

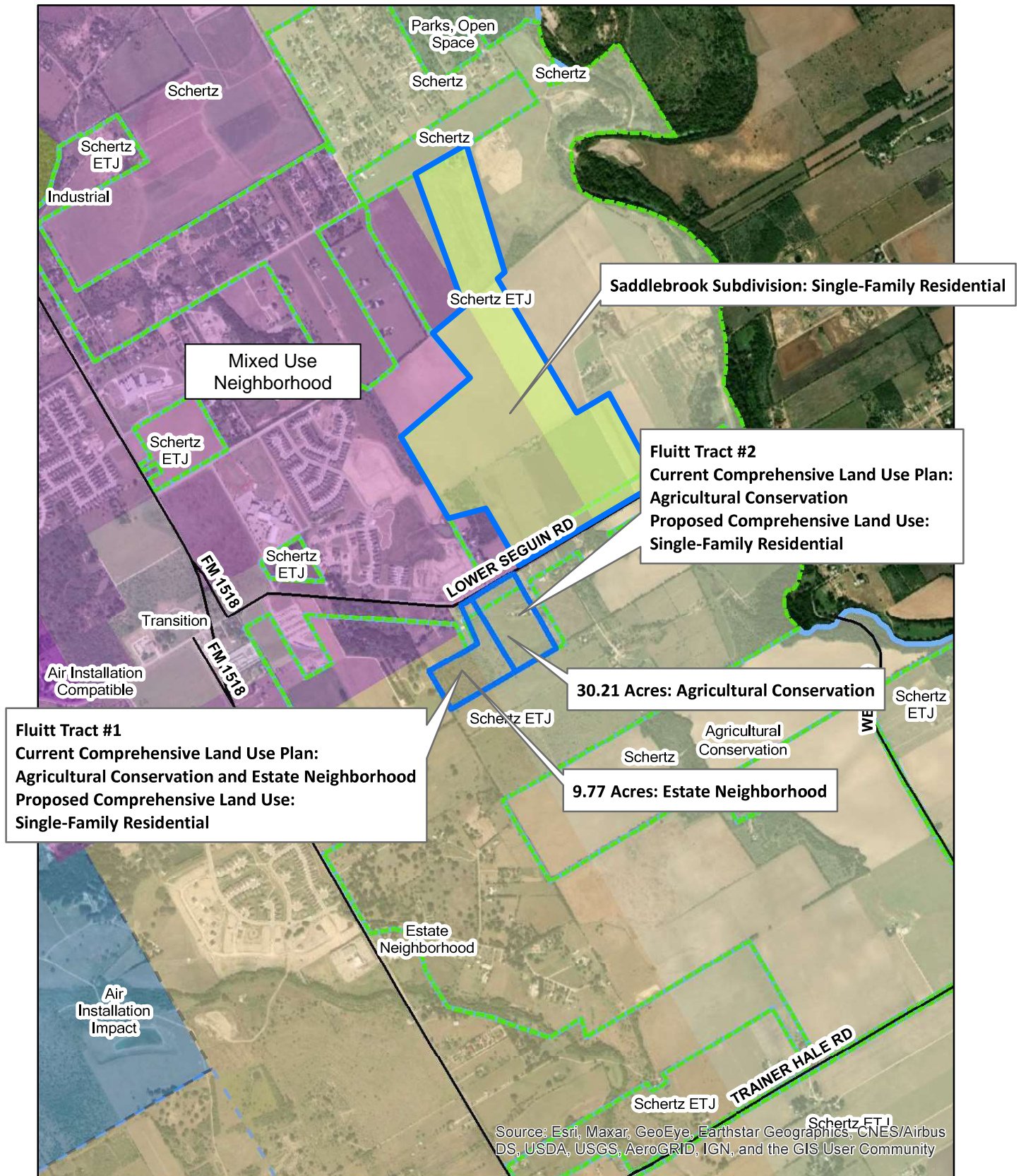
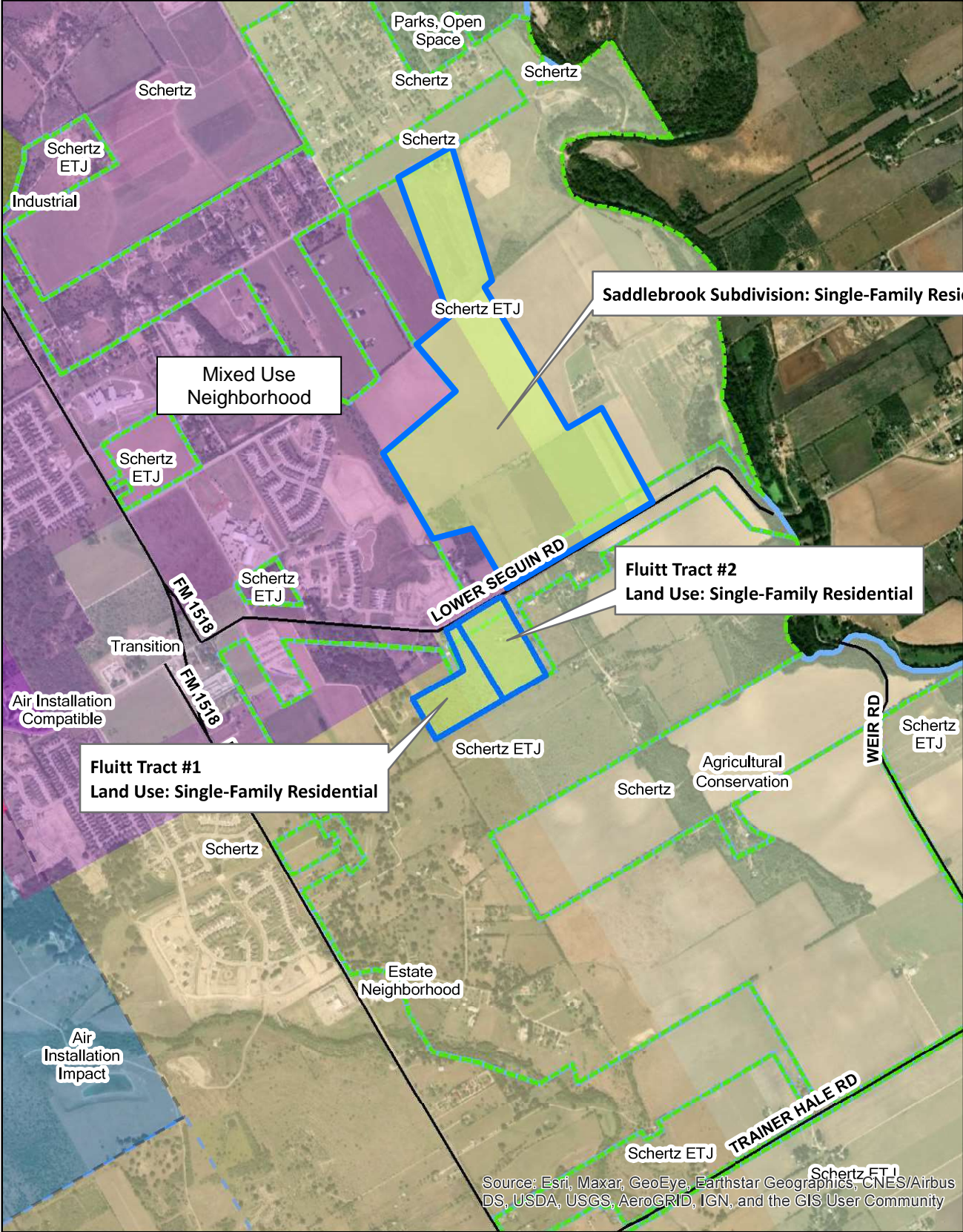
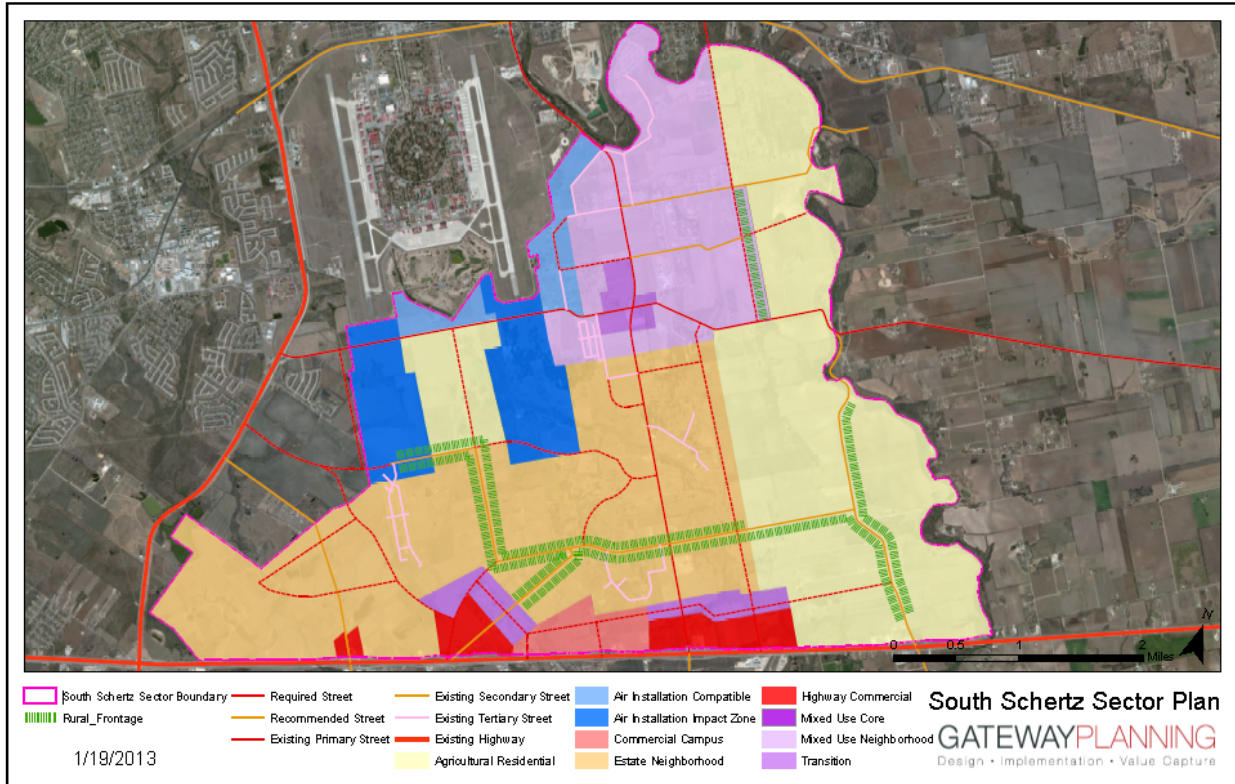


EXHIBIT 3: PROPOSED LAND USE





South Schertz Framework Map showing Land Use/Character Areas and Future Transportation Network

10.1 South Schertz Land-Use and Character Areas

Based on the market assessment, design workshop, stakeholder and staff input, the following land use/character area descriptions were developed. In addition these descriptions form the basis for the proposed amendments to the Unified Development Code included in Appendix 3 of this document.

A. **Agricultural Residential**

This land use/character area is intended to preserve much of South Schertz in a rural/agricultural state. This area is less attractive for more intense uses due to its distance from the Interstate and limited street connectivity. Some of the character-defining elements recommended are:

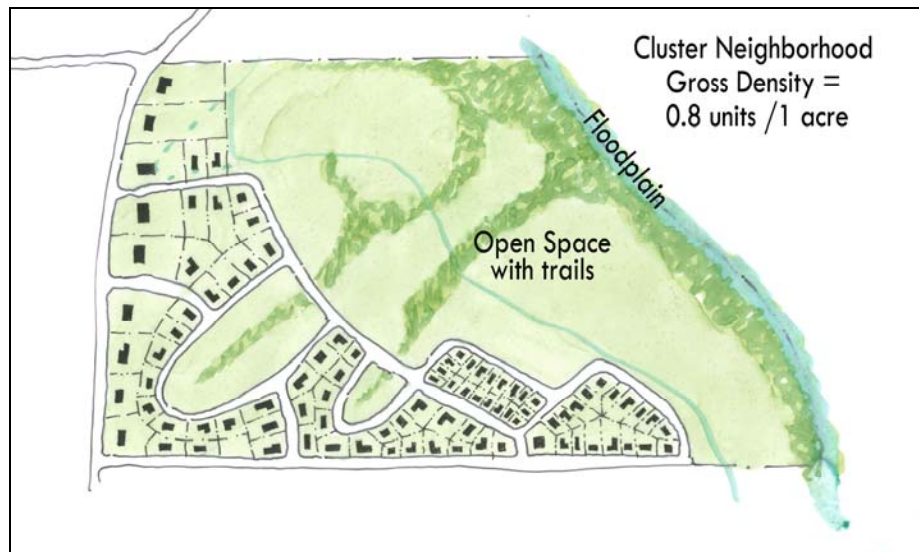
- Use Mix: Mainly large-lot (5 acre min lot size) residential and agricultural with some AG related commercial uses to be permitted (landscaping business, metal workshop, farmers market, convenience store, etc., with appropriate design and transition standards)
- Alternative Development option: Provide incentives for development of conservation subdivisions within this land use/character area due to potential for lower infrastructure (streets and utilities) costs and

greater preservation of open space associated with clustered development with the following recommended standards:

- Minimum assembled acreage required to apply for conservation subdivision zoning (over 30 acres)
- Maintain gross density of 0.2 DU/Ac; but allow varying lot sizes (no lot size minimum)
- Minimum open space (public or private) or conservation easement required (70% minimum)
- Open space to be in a natural state or may be used for agricultural uses
- Preserve rural frontages along Trainer Hale/ Ware Seguin and Weir Roads with deeper setbacks, trails, and low fence design standards



Images showing desirable development character within the Agricultural Conservation Land Use/Character areas



Possible development outcome using a Conservation Subdivision approach in the Agricultural Conservation Land Use/Character area

B. Commercial Campus

The Campus Commercial land use/character area is intended to encourage the development of lower intensity commercial and office uses in the locations between major intersections as a buffer between the Interstate Highway and adjoining neighborhoods. Given the significant linear frontage along IH-10 in South Schertz, there are several opportunities to accommodate low impact campus development that takes advantage of the highway frontage and any major environmental assets (such as creeks, flood plains, steep grades, and significant tree cover) as an aesthetic amenity on the site. This category could also accommodate light manufacturing or flex office uses set in a campus like environment in addition to multi-family residential located at mid-block locations and as transitions between office/light industrial uses and adjoining single-family residential uses. Some of the character-defining elements recommended are:

- Land Use Mix: Mostly office, research, flex-office, and supporting uses, light industrial and assembly uses, educational and other institutional uses. This category may include some multi-family uses at mid-block locations and as a buffer between the highway and single-family neighborhoods only. Generally, multi-family should only be considered in locations that may not be ideally suited for retail, office, or light industrial uses such as mid-block locations, behind major commercial uses, and on sites with environmental constraints. In addition, multi-family uses should be incorporated and/or phased in with other retail and office uses.
- Building Scale/Height: May vary from low rise to taller office buildings with scale transitions to adjoining development
- Create an overlay district with standards to implement the campus commercial design elements:
 - Building articulation – Some building articulation required; simple building and roof forms
 - Materials: Allow a range of building materials including but not limited to articulated tilt wall, masonry, stucco, synthetic stone, concrete panels, concrete block, cinder block, metal and tile.
 - Building Orientation:
 - Buildings shall be set in a campus environment with landscaping and natural features
 - Pedestrian linkages and trails to be provided
 - Development to be auto oriented along highway and service street frontages and pedestrian oriented along other internal connector streets (hybrid)

- Emphasis on key linkage streets for more pedestrian oriented development
- Transitions to adjoining uses:
 - Smaller scale garden office and multi-family as transitions to single-family
 - Buffer/screen loading, unloading and service areas
- Civic/Open Space:
 - More natural and unstructured spaces
 - Generally private yards (areas within front, side, and rear setbacks, courtyards, etc.)
- Landscaping:
 - Soften highway frontage with landscaping and screening of surface parking
 - Combination of private and public landscaping
 - Low impact infrastructure for storm water and water quality such as bio swales, rain gardens, pervious pavers, etc.
- Signage: Unified wayfinding program with a palette of monument and building signs



Images showing desirable development character within the Campus Commercial Land Use/Character areas

C. Estate Neighborhood

The Estate Neighborhood Land Use/Character area designation is intended to address residential development patterns within the RA (Residential Agriculture) zoned property within South Schertz. A significant amount of the RA zoned properties within South Schertz are already developed with subdivisions with min. ½ acre lots. Some of these existing neighborhoods areas have a unique and desirable development quality with large wooded lots and streets. The goal within this Land Use/Character area is to incentivize an alternative development outcome with more flexibility in lot size while requiring quality open space and neighborhood design.

- Base Zoning and Land Use: RA (1/2 acre min lot size) with single-family residential uses only

- Alternative Development option: Estate Neighborhood to encourage cluster neighborhood with the same overall gross density with more open space and neighborhood design standards due to potential for lower infrastructure (streets and utilities) costs and greater preservation of open space associated with clustered development. The following are some recommended elements within this alternative incentive zoning district:
 - Minimum assembled acreage to apply for alternative Estate Neighborhood Zoning
 - Maintain gross density of 2 DU/Ac
 - Range of single-family detached residential uses (lot sizes vary; no minimum lot size)
 - Minimum 50% open space (public or private) requirement (with design and location criteria for open space -- to be located along rural frontage roads and along creeks/drainage ways or with agricultural/conservation easements)
 - Design criteria for neighborhood streets and residential buildings based on the specific context of the neighborhood



Images showing desirable development character within the Estate Neighborhood Land Use/Character areas

D. Highway Commercial

This land use/character area designation is intended for regional scale retail and commercial uses that can take advantage of the highway frontage. This land use/character area is located at major highway intersections to maximize access to the region and adjoining neighborhoods. Some of the character-defining elements recommended are:

- Land Use Mix: Mostly large format retail with restaurants and entertainment uses or mid-rise office buildings; may include lodging and related uses.
- Building Scale: generally low rise with some taller office buildings.

- Design Elements:
 - Building Articulation:
 - Focus on minimizing the impact of a ‘big box’ look by articulating the building mass horizontally and vertically
 - Horizontal and vertical articulation to break up the building mass
 - Building Materials:
 - Allow a range of building materials; primarily masonry (brick, stone, stucco, synthetic stone) for retail/restaurant and masonry, glass, and more flexible materials for office buildings (including, but not limited to masonry, curtain glass, glass block, concrete panels, concrete blocks, architectural metal, tile, etc.).
- Soften highway frontage with landscaping
- Signage: Larger highway facing monument signs; smaller building signs along other streets; limit new billboard signs



Images showing desirable development character within the Highway Commercial Land Use/Character areas

E. *Mixed Use Neighborhood Center*

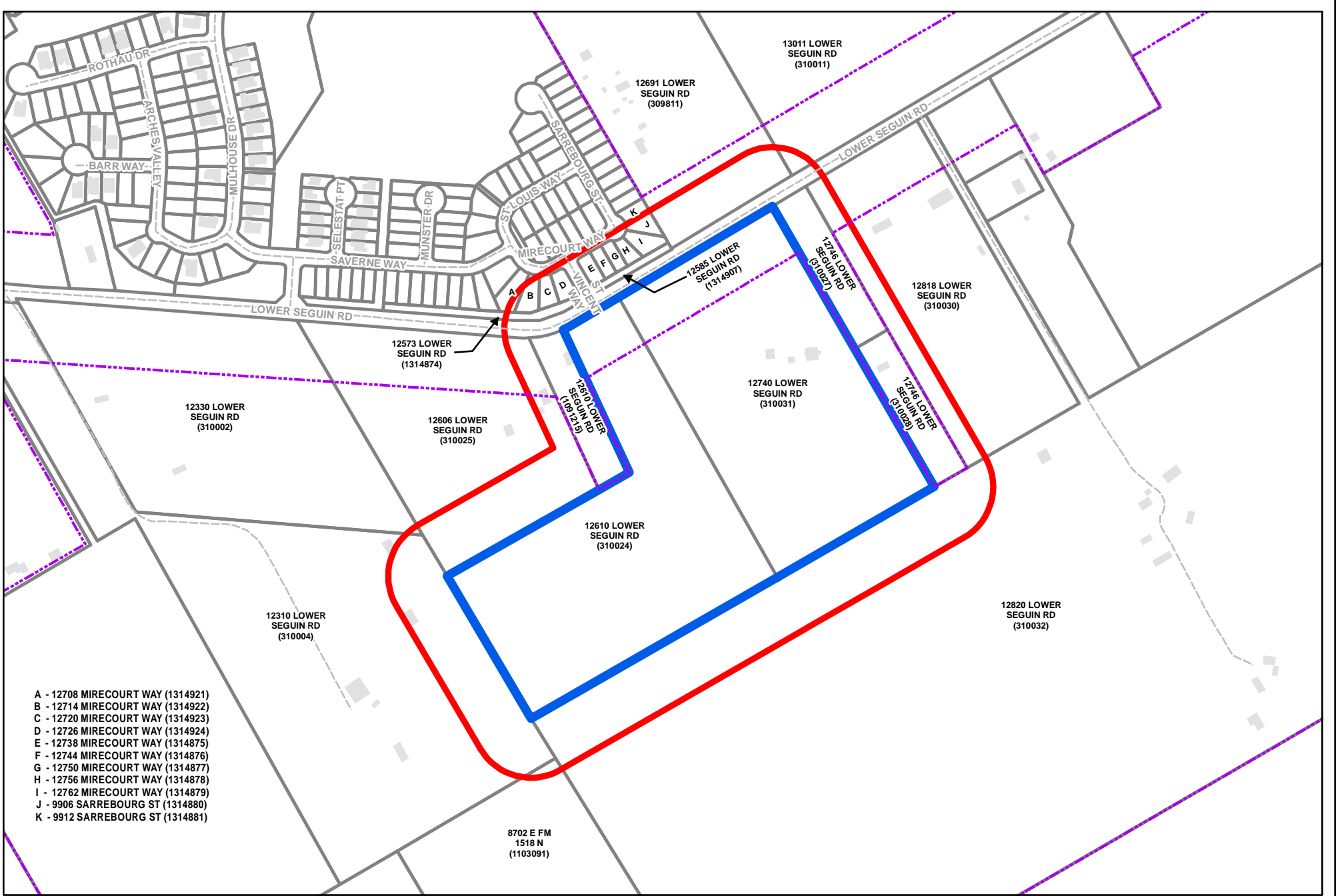
This land use/character area designation is intended to accommodate a higher intensity, walkable, mixed use neighborhood center at the intersection of FM 1518 and Lower Seguin Road. Such a mixed use node would anchor adjoining residential neighborhoods in addition to providing much needed neighborhood commercial services. Some of the character-defining elements recommended are:

- Land Use: Mix of retail, restaurant, office, civic, and multi-family residential uses
- Generally low to medium scale buildings
- Create a PD type mixed use zoning district with the following elements:
 - Require a phased conceptual plan framework over multiple properties (minimum of 10 acres) based on a market-driven assessment

- Establish a set of key performance criteria for the core Mixed Use area and transitions including integration with residential neighborhoods and regional roadways.
- Minimum performance standards for key elements to ensure walkable mixed use including:
 - Building Articulation: Building base is articulated at a pedestrian rhythm/scale (20' to 30' bay/demarcation width). Ground floors designed with a high quality pedestrian realm with active uses at key locations
 - Building Materials:
 - Higher standards for building materials apply only to pedestrian-oriented streets
 - Materials to be masonry or comparable high quality materials of primary facades of buildings
 - Building Orientation:
 - Buildings built to the edge of the sidewalk establishing a strong street wall along internal streets with any parking lots screened along FM 1518 and Lower Seguin Road
 - Ground floors of buildings along internal streets to be of higher quality design
 - Civic spaces: plazas, paseos, and squares
 - Landscaping: mostly in the public realm (street trees) and in civic spaces; buffering of surface parking along FM 1518 and Lower Seguin Road.
 - Signage: establish a palette of more pedestrian-oriented signs
- Street and Block Standards:
 - Urban block standards – generally block face dimensions not to exceed 400' (see table on page 50 based on the ITE Manual for Context Sensitive Urban Thoroughfares)
 - Street network should be based on the required and recommended streets on the framework plan and city's Thoroughfare Plan



Images showing desirable development character within the Mixed Use Land Use/Character areas



- A - 12708 MIRECOURT WAY (1314921)
- B - 12714 MIRECOURT WAY (1314922)
- C - 12720 MIRECOURT WAY (1314923)
- D - 12726 MIRECOURT WAY (1314924)
- E - 12738 MIRECOURT WAY (1314875)
- F - 12744 MIRECOURT WAY (1314876)
- G - 12750 MIRECOURT WAY (1314877)
- H - 12756 MIRECOURT WAY (1314878)
- I - 12762 MIRECOURT WAY (1314879)
- J - 9906 SARREBOURG ST (1314880)
- K - 9912 SARREBOURG ST (1314881)



City of Schertz

FLUIT TRACTS

 Schertz Municipal Boundary
  200' Notification Buffer
 Parcel Boundaries



Last Update: September 22, 2020
 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.



NOTICE OF PUBLIC HEARING

October 1, 2020

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, October 14, 2020** 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:

ZC2020-009 – A request to amend the Comprehensive Land Use Plan by changing approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation, generally located approximately 4,000 feet east of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 310024 and 310031, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to 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
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **ZC2020-009**

COMMENTS: _____

NAME: STEVE THURLOW
(PLEASE PRINT)

SIGNATURE 

STREET ADDRESS: 8702 E. FM 1518 N

DATE: 10-8-20

NOTICE OF PUBLIC HEARING

October 1, 2020

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Sincerely,

Nick Kopyay

Nick Kopyay
Planner

Reply Form

I am: in favor of [checked] opposed to [] neutral to [] the request for ZC2020-009

COMMENTS: Very much in favor of development in South Schertz

NAME: Alfred L. Elmitt (PLEASE PRINT) SIGNATURE Alfred L. Elmitt

STREET ADDRESS: 528 Appaloosa Run, Round Mountain, Tx 78663

DATE: 10-3-20

NOTICE OF PUBLIC HEARING

October 1, 2020

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Sincerely,

Nick Kopyay (handwritten signature)

Nick Kopyay
Planner

Reply Form

I am: in favor of [checked] opposed to [] neutral to [] the request for ZC2020-009

COMMENTS:

NAME: Cindy & Donnie Fischer (PLEASE PRINT) SIGNATURE Cindy Fischer Donnie Fischer

STREET ADDRESS: 13011 Lower Seguin Road

DATE: 10-13-2020

NOTICE OF PUBLIC HEARING

October 1, 2020

Dear Property Owner,

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ZC2020-009 – A request to amend the Comprehensive Land Use Plan by changing approximately 40 acres of the Future Land Use Map from the Estate Neighborhood and Agricultural Conservation land use designations to the Single-Family Residential land use designation, generally located approximately 4,000 feet east of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 310024 and 310031, City of Schertz, Bexar County, Texas.

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Sincerely,

Nick Kopyay

Nick Kopyay
Planner

Reply Form

I am: in favor of opposed to neutral to the request for ZC2020-009

COMMENTS: *We have enough subdivisions in the area. Need to leave green space + area for wild life*

NAME: GARY FAIRLEY SIGNATURE *Gary Fairley*
(PLEASE PRINT)

STREET ADDRESS: 12310 LOWER Seguin RD Schertz, TX

DATE: 10-16-20

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: City Secretary
Subject: Ordinance No. 20-K-35 - Consideration/or action upon an Ordinance requesting to close and abandon to the abutting property owners a portion of Urban Lane Right-of-Way between Live Oak Hills Subdivision Lot 1, Block 55 (Guadalupe County Property ID: 32206) and Live Oak Hills Subdivision Lot 18, Block 54 (Guadalupe County Property ID: 32205); and establishing an effective date hereof. *Final Reading (B.James/L. Wood/E. Delgado)*

BACKGROUND

The Live Oak Hills Subdivision is a legally platted subdivision that was filed in 1963, prior to the property being annexed by the City of Schertz in 1984. When the subdivision was platted, while in Guadalupe County, the public infrastructure improvements (streets, water and sewer) were not installed to serve the lots. This is commonly referred to as a "paper subdivision." Freeway Manor is also a "paper subdivision."

The owner of Lot 1, Block 55 and Lot 1, Block 18 of the Live Oak Hills Subdivision has requested that the Urban Lane right-of-way between their two lots be abandoned by the City of Schertz. Currently, the property owner resides at 3625 Diamond Falls within the Carolina Crossing Subdivision. This property abuts the lots in question and the section of right-of-way proposed to be abandoned. The requesting property owner, would like to utilize Lot 1, Block 55 and Lot 1, Block 18 along with the abandoned right-of-way as one large area that connects to their existing residential backyard.

After being approached by the owner about the requesting the abandonment to increase their backyard, staff researched the situation and provided the property owner with several options in order to achieve the outcome of having a larger backyard for his family. These options included 1) the proposed right-of-way abandonment via ordinance with a requirement to replat the abandoned right-of with the Live Oak Hills Lots, 2) the proposed right-of-way abandonment via ordinance with a requirement to vacate the Live Oak Hills properties and replat with their Carolina Crossing property and a new to Schertz concept of a License Agreement that would be approved / denied by the City Council (no abandonment).

After discussing the pros and cons of each option the property owner/requestor ultimately decided to request that the City of Schertz abandon the portion of Urban Lane right-of-way that is in between their lots within the Live Oak Hills Subdivision via an abandonment ordinance without having to replat the right-of-way.

A public hearing notice was published in the San Antonio Express News on October 21, 2020. Additionally, twenty public hearing notice mailers were sent on October 14, 2020 to the property owners within 200 feet of the property requested to be abandoned. At this time staff has received no responses in favor or opposed to this request.

GOAL

The property owner of Live Oak Hills Subdivision Lot 1, Block 55 (Guadalupe County Property ID: 32206) and Live Oak Hills Subdivision Lot 18, Block 54 (Guadalupe County Property ID: 32205) has requested that the unused section of Urban Lane right-of-way between Lot 1 and Lot 18 be released by the City in order for them to utilize this section as a part of their backyard.

The City has the goal of trying to increase the benefit of the property to the owners while not creating negative consequences of current and future owners of property and the City.

COMMUNITY BENEFIT

The abandonment and release of the ROW segment to the property owner will enable the property owner to add additional land to their lot that is currently undeveloped right-of-way.

SUMMARY OF RECOMMENDED ACTION

The primary objection staff has in abandoning the right-of-way and not requiring a replat is that the owner can sell the abandoned right-of-way separately from the adjacent lots in Live Oak Hills. While staff does not doubt the owner's intent to not do this- rather they would sell all of the adjacent properties they own, including the lot in Carolina Crossing, there is not a requirement that this occur. That applies to future owners as well. The only way to ensure the lots in Live Oak Hills be sold together is to require they be replatted.

The difficulty in requiring a replat of the abandoned right-of-way into one or both of the Live Oak Hills lots, is this triggers the requirement to construct public improvements - street, water and sewer. This would likely be cost prohibitive. The owner could request a waiver to not install those as part of the replat, which is considered by the Planning and Zoning Commission. Staff would not support that waiver request. The City has significant issues with the existing "paper subdivisions" not having infrastructure - people buying those lots assuming they can be developed, when without the extension of public improvements, that cannot occur. While we have to deal with these situations that occurred prior to annexation into the City, staff cannot support adding to that problem or perpetuating it. If we were to approve this without a replat, how do we respond to future requests? Also, how does it alter the City's response to owners of property in these subdivisions that these situations were created before the properties were under the control of the City.

The requirement to vacate the portion of the Live Oaks Hills plat owned by the property owner Lot 1, Block 55 and Lot 1, Block 18 and replat that area, along with the abandoned right-of-way with the lot in Carolina Crossing would avoid the problems of not constructing the public improvements as access via an improved road and water and sewer would be via the Carolina Crossing Subdivision. The problem with this option is that per State Law, in order to vacate a portion of a plat, all of the owners of property within that plat, the Live Oak Hills Subdivision, must sign off on that action - this is something that is highly highly unlikely to be obtained by the owner. Thus, this option is not very viable.

Staff is very supportive of a license agreement. With a license agreement, the City essentially leases this area of right-of-way to the property owner, so they can use it as a backyard. By retaining ownership, the City can end the license agreement if it needs to. Staff feels this could be a model for dealing with similar situations in Live Oak Hills and with some ordinance amendments some other challenges - limitation on fence heights allowing accessory structures, for example could be overcome. Staff will likely pursue developing a process to do this regardless of this particular situation.

FISCAL IMPACT

The requestor would be required to pay the appraised value for the property as the City cannot make a gift of public property. The property owner has provided an appraisal indicating the property to be abandoned is worth \$3,600. Normally the City would contract for the appraisal, but we could accept this appraisal.

RECOMMENDATION

Staff recommends denial of Ordinance No. 20-K-35 which does not require a replat as part of the vacation approval given the reasons outlined in the staff report. The ordinance attached is consistent with the applicants request to vacate the portion of right-of-way and not require a replat in case Council. Staff is still supportive of license agreement with the property owner.

Attachments

- Ordinance No. 20-K-35
 - Public Hearing Notice Map
 - Public Hearing Notice Letter
-

ORDINANCE NO. 20-K-35

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, CLOSING AND ABANDONING TO THE ABUTTING PROPERTY OWNERS A PORTION OF URBAN LANE RIGHT-OF-WAY BETWEEN LIVE OAK HILLS SUBDIVISION LOT 1, BLOCK 55 AND LIVE OAK HILLS SUBDIVISION LOT 18, BLOCK 54; AND ESTABLISHING AN EFFECTIVE DATE HEREOF

WHEREAS, the City of Schertz, Texas, a home rule municipality, has established a public right-of-way between Live Oak Hills Subdivision Lot 1, Block 55 (Guadalupe County Property ID: 32206) and Live Oak Hills Subdivision Lot 18, Block 54 (Guadalupe County Property ID: 32205) described in the Exhibit A attached herein (herein after, the “Subject Area”); and

WHEREAS, The Subject Area is located entirely within the Live Oak Hills Subdivision and is between Lot 1, Block 55 and Lot 18, Block 55; and

WHEREAS, as a result of the Live Oak Hills Subdivision being platted prior to being annexed into the City of Schertz the construction of Urban Lane did not occur; and

WHEREAS, the Subject Area is abutted to the north by platted right of way, and to the south by platted property as part of the Carolina Crossing Subdivision; and

WHEREAS, pursuant to Section 311.007 of the Texas Transportation Code, a home-rule municipality may vacate, abandon, or close a street or alley; and

WHEREAS, no detriment or hazard to the City of Schertz or its citizens has been found; and

WHEREAS, on November 10, 2020, a Public Hearing was held to allow members of the public to give testimony, and comment, on the merits of the Subject Area abandonment.

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

Section 1. That the recitals contain in the preamble hereto 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 judgement and findings of the Council.

Section 2. That the City Council finds that such closure and abandonment as requested will cause no harm or injury to the City of Schertz or its citizens, said portion of right of way is not needed for public purpose and it is in the public interest to abandon said portion of right of way.

Section 3. That the Subject Area as depicted on Exhibit “A”, is hereby closed, abandoned and vacated insofar as the right, title or easement of the public is concerned and shall only extend to the public right, title and easement that the City may legally and lawfully abandon, subject to the conditions of Section 4.

Section 4. That the Subject Area is abandoned to the abutting owners, as authorized by Section 311.007 of the Texas Transportation Code and Section 272.001 (b)(2) of the Texas Local Government Code, conditioned upon the abutting property owners payment based on the appraised value of the property.

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

Section 7. If any provision of this 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 8. 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 9. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 10. 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 10th day of November, 2020.

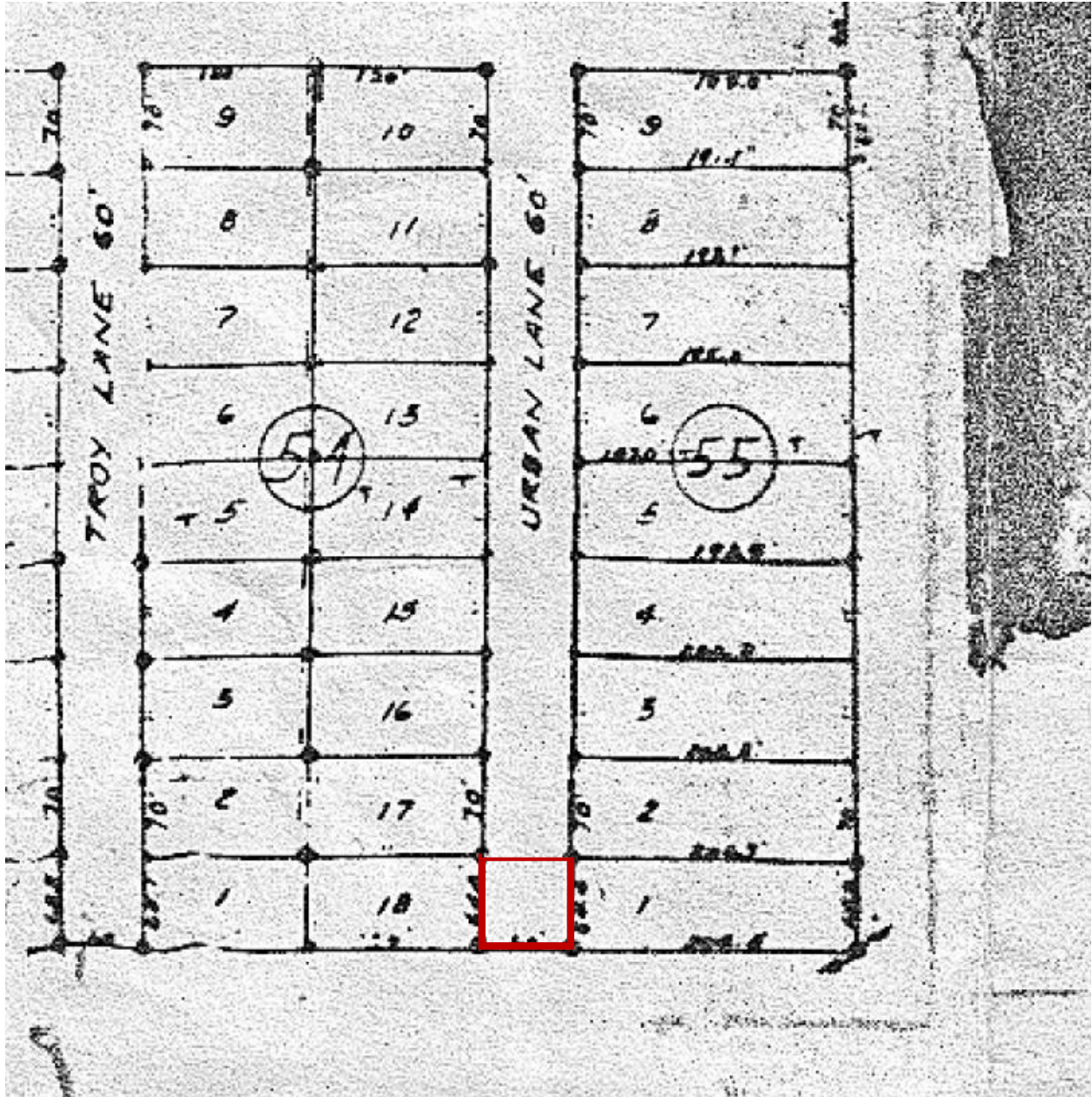
PASSED, APPROVED AND ADOPTED on final reading the 1st day of December, 2020.


Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)

Exhibit "A"
Subject Property





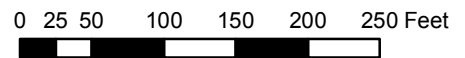
 Area to be abandoned via Ordinance No. 20-K-35



City of Schertz

Urban Lane Abandonment

-  Parcel Boundaries
-  200' Notification Buffer



Last Update: September 29, 2020
City of Schertz, GIS Administrator: Tony McFallis, gis@schertz.com (210) 610-1194
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 product(s) described herein at any time.

NOTICE OF PUBLIC HEARING

October 14, 2020

Dear Property Owner,

The Schertz City Council will conduct a public hearing on Tuesday November 10, 2020 at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and act upon on the following item:

Ord. No. 20-K-35 A request to close and abandon to the abutting property owners a portion of Urban Lane Right-of-Way between Live Oak Hills Subdivision Lot 1, Block 55 (Guadalupe County Property ID: 32206) and Live Oak Hills Subdivision Lot 18, Block 54 (Guadalupe County Property ID: 32205); and establishing an effective date hereof.

The City Council 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 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
Senior Planner

Reply Form

I am: in favor of [] opposed to [] neutral to [] the request for Ord. No. 20-K-35

COMMENTS: _____

NAME: _____ SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: _____

DATE: _____

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: Finance
Subject: Resolution 20-R-140 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, awarding a professional services contract to Avant Strategic Partners for required bond arbitrage calculations and filing. (B. James/J. Walters)

BACKGROUND

The Internal Revenue Service (IRS) puts certain requirement on tax exempt bonds. When a municipality issues tax exempt bonds, it has to spend funds down within a set amount of time and make sure it does not make more money by holding the bonds in an investment account than what the city pays in debt service. This calculation must be done every 5 years at minimum and submitted to the IRS.

In 2016, the City contracted with Avant Strategic Partners to provide this service and has been satisfied with thier performance and customer service.

GOAL

To ensure compliance with tax exempt bond rules set by the Internal Revenue Services (IRS).

COMMUNITY BENEFIT

N/A

SUMMARY OF RECOMMENDED ACTION

To receive approval of resolution and award a contract to Avant Strategic Partners for bond abritrage calculation and filing.

FISCAL IMPACT

This contract award is estimated to cost \$43,500 over a 5 year period. These funds have been identified in the budget planning process and have been a part of the Finance budget for the past 5 years as well. If these reports are not done timely and accurately the City could face additional costs in the form of IRS penalties. Avant will ensure the City will avoid any of those issues.

RECOMMENDATION

Staff recommends approval of resolution 20-R-140 to award a contract to Avant Strategic Partners.

Attachments

Resolution 20-R-140
Avant Services Agreement

RESOLUTION NO. 20-R-140

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH AVANT STRATEGIC PARTNERS, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires professional services relating to bond arbitrage calculation and report submission; and

WHEREAS, City staff has determined that Avant Strategic Partners is uniquely qualified to provide such services for the City; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Avant Strategic Partners pursuant to the Agreement attached hereto as Exhibit A (the “Agreement”).

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with Avant Strategic Partners in substantially the form set forth on Exhibit A.

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

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

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

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

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

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

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

PASSED AND ADOPTED, this 1st day of December, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

_____ **SERVICES AGREEMENT**

- (1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.
- (2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.
- (3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.
- (4) To the extent there is a conflict of this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination.

Section 5. Insurance

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. Contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

Workers Compensation Insurance: Contractor shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "C".

Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.

Section 6. Miscellaneous Provisions

- (A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.
- (B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.
- (C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.
- (D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor

shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

(E) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(F) *Conflict of Terms.*

Scope of work:

In the case of any conflicts between the terms of this Agreement within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the technical scope of Work, fee schedule, and contract time only and shall not dictate Agreement terms.

Other Agreements between parties:

In the case of any conflicts between the terms of this Agreement and wording contained within any other attachment, amendment, and agreement executed between the parties in conjunction with this Agreement, this Agreement shall govern.

(G) *Non-Boycott of Israel.* Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 7. Termination

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than five (5) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE WORK OR GOODS PERFORMED OR PROVIDED BY CONTRACTOR – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 11. Severability

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Guadalupe County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Guadalupe County, Texas.

Section 14. Paragraph Headings; Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. Binding Effect

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 16. Gender

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments

All exhibits and attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 20. Relationship of Parties

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit

City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 22. Dispute Resolution

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then

the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Certificate of Interested Parties

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Schertz City Council will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for any and all contract amendments, extensions or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Please visit the State of Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and <https://www.ethics.state.tx.us/tec/1295-Info.htm> for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS C MISDEMEANOR.

[The remainder of this page is intentionally left blank.]

EXECUTED on this the _____ day of _____, 20__.

CITY:

By: _____
Name: Dr. Mark Browne
Title: City Manager

CONTRACTOR:

By: Teresa E. Clune
Name: Teresa E. Clune
Title: Partner

ADDRESS FOR NOTICE:

CITY:

City of Schertz
Attn: Dr. Mark Brown, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

CONTRACTOR:

Avant Strategic Partners, LP
PO Box 26765
Overland Park, KS 66225

Exhibit "A"

SCOPE OF WORK

Project

Contractor shall provide consultant services for the purpose of assisting the City in determining the non-purpose arbitrage liability, and to monitor other post-issuance compliance obligations.

Scope of Work

These services will be delivered through use of Contractor's client portal, BondIQ, and will be provided for the bond issues detailed below, as well as subsequent issues by the City, at the City's request.

Consultant shall:

1. Assist the City in developing post issuance compliance policies and procedures that will be reviewed and updated annually or as otherwise appropriate.
2. Maintain a "Bond Summary" for each issue that summarizes pertinent facts related to ongoing compliance that will be reviewed on an annual basis and updated, as necessary.
3. Analyze the bond issue transactions in accordance with the arbitrage provisions contained in Section 148 of the Internal Revenue Code (the "Code").
4. Read applicable sections of selected bond documents to determine relevant tax compliance requirements and data necessary for the arbitrage computations.
5. Re-compute the bond yield and agree the results to the relevant bond documents.
6. Calculate the amount of non-purpose arbitrage liability.
7. Issue a detailed electronic arbitrage calculation report to disclose and explain our conclusions.
8. Issue an IRS Form 8038-T with instructions if an arbitrage payment is due.
9. For bonds with spent proceeds, monitor debt service fund depletion on an annual basis to verify the bona fide exclusion from the arbitrage calculation.
10. Assist City personnel in preparing a final allocation of proceeds for each bond issue.
11. Issue periodic alerts and reminders via email of pending due dates for post issuance compliance requirements such as annual disclosure of financial and operating information on EMMA
12. Periodically gather and monitor information regarding post issuance compliance activities through the use of surveys to determine if there are any material events that require disclosure and to monitor any private and/or change in use issues.
13. Establish links to annual disclosure information on EMMA and store dissemination confirmations as provided by the City.
14. Coordinate with City personnel to acquire and retain records relevant to ongoing tax compliance, including transcripts, investment and expenditure activity for each bond issue.
15. Provide virtual BondIQ orientation training for City personnel and include relevant tax and security regulation topics.

16. Maintain secured electronic access for up to five (5) standard users on our client portal system, currently branded as BondIQ.

Contractor will be responsible for post issuance compliance services including arbitrage calculations and monitoring services as detailed below in Attachment I.

The City is responsible for making available to Contractor all financial records and related information and personnel with information of relevance to requested services. Contractor anticipates providing the City with calculation results within 45 days of the calculation date, dependent upon Contractor receipt of timely and complete information from the City. The City will submit the majority of information within 15 days of each computation and substantially all needed information within 30 days.

This is not an engagement for legal representation and does not create an attorney-client relationship. Contractor report will state that it is restricted to the parties named therein and may not be used or referred to for any other purpose.

The working papers prepared in conjunction with Contractor work are the property of Contractor, constitute confidential and proprietary information, and will be retained by Contractor.

Price

Billing for post issuance compliance monitoring services will be based on Contractor's standard subscription rates. The term of each annual subscription cycle will mirror the City's fiscal year (October 1st through September 30th). Initial billing for each bond will include fees for initial setup and will include the first subscription period to commence October 1, 2020 as scheduled in Attachment I.

The billing for calculation services will be for the actual time and materials incurred based on Contractor's standard billing rates. Any out-of-pocket expenses (i.e., travel costs) will be billed at the actual amounts incurred. Interim billings will be submitted as work progresses, and invoices are due in accordance with the Texas Prompt Pay Act. Fees may exceed estimate below depending on the specifics of City's bond issues and the required detailed calculations and analyses that must be made. In the event that Contractor anticipates fees will exceed estimate, Contractor shall notify the City in advance. If the need arises, fees for private use of proceeds calculations will be quoted separately.

In the event that the City is selected for examination by the IRS, Contractor will provide separate proposal to present services and fees.

CITY OF SCHERTZ - FORECASTED BILLING SCHEDULE

<u>Issue</u>	<u>Delivery Date</u>	<u>Next Calc Date</u>	<u>Final Maturity</u>	<u>Scope</u>	<u>Notes</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Outstanding Tax Exempt Bonds:										
\$6,000,000 GO Series 2007	9/24/2007	9/30/2021	2/1/2027	B	private placement		1,500			
\$8,250,000 GO Series 2011	4/26/2011	9/30/2020	2/1/2036	B		1,500				
\$2,675,000 GO Ref Series 2011	6/30/2011	9/30/2020	9/1/2021	B	adv refunded portion of Series 2001	1,500				
\$6,745,000 GO Ref Series 2011A	12/15/2011	9/30/2021	2/1/2024	B	adv refunded 2003/2004		1,500			
\$7,625,000 GO Series 2012	9/13/2012	9/30/2021	2/1/2032	B			1,500			
\$4,965,000 CO Series 2013	10/10/2013	9/30/2023	2/1/2033	B	for tax purposes single issue GO and CO 2013				1,500	
\$2,060,000 GO Ref Series 2013	10/10/2013	9/30/2023	2/1/2025	B	see above; private placement; refunded CO 2005					
\$8,450,000 GO Ref Series 2014	6/26/2014	9/30/2023	2/1/2030	B	adv refunded GO Series 2006				1,500	
\$2,125,000 Tax Notes Series 2015	1/8/2015	9/30/2024	8/1/2021	B	private placement					1,500
\$1,020,000 Tax Notes Series 2015A	11/19/2015	9/30/2020		B		1,500				
\$4,185,000 GO Series 2015	11/17/2015	9/30/2020	2/1/2031	B	current refunded GO Series 2006	1,500				
\$5,880,000 GO Series 2016	9/1/2016	9/30/2020	2/1/2036	B	for tax purposes single issue GO and CO 2016	1,500				
\$2,375,000 CO Series 2016	9/1/2016	9/30/2020	2/1/2036	B	see above					
\$3,935,000 GO Series 2017	6/20/2017	9/30/2021	2/1/2037	B	for tax purposes single issue GO and CO 2017		1,500			
\$5,475,000 CO Series 2017	6/20/2017	9/30/2021	2/1/2037	B	see above					
\$6,035,000 GO Ref Series 2018	1/4/2018	9/30/2022	2/1/2028	B	private placement, adv refunded GO 2008			1,500		
\$10,440,000 CO Series 2018	8/8/2018	9/30/2022	2/1/2038	B		500		1,500		
\$8,570,000 GO Ref Series 2018	11/27/2018	9/30/2023	2/1/2033	B	current refunded CO 2007, GO 2009 and GO 2010	500			1,500	
\$7,495,000 CO Series 2019	8/21/2019	9/30/3023	2/1/2039	B		500			1,500	

CITY OF SCHERTZ - FORECASTED BILLING SCHEDULE

<u>Issue</u>	<u>Delivery Date</u>	<u>Next Calc Date</u>	<u>Final Maturity</u>	<u>Scope</u>	<u>Notes</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Retired Issues:										
\$9,500,000 GO Series 2009	8/13/2009	2/1/2019	2/1/2033	A	current refunded \$2.9 MM of GO Series 98	1,500				
\$2,865,000 GO Ref Series 2010	11/30/2010	2/1/2019	2/1/2021	A	current refunded portion of Series 2001	1,500				
Debt Service Fund Testing				C		500	500	500	500	500
Virtual Post Issuance Compliance Training				D						
BondIQ Annual Monitoring				E		2,500	2,500	2,500	2,500	2,500
Revised reports GO Series 2006, 2007, 2008 and 2009				F			4,000			

Yearly totals: \$ 15,000 \$ 9,000 \$ 6,000 \$ 9,000 \$ 4,500

Scope of Work:

- A. Issue past due for arbitrage calculation, establish final allocation & issue report.
- B. Set up in BondIQ during 2020 if new issue, and perform calculations at 5 year anniversary for each issue.
- C. Test all I&S funds annually to verify depletion and status as bona fide debt service fund ("BDSF"). Proceeds in a BDSF are generally exempt from arbitrage rules.
- D. Avant will provide a virtual overview of post issuance compliance and BondIQ.
- E. See BondIQ Annual Monitoring Service Below.
- F. If necessary, revise historical reports for data revisions @ 1K per Series.

BondIQ Annual Monitoring Service:

- Set-up new bond issues and update Bond Summaries as needed.
- Review/update policies & procedures as requested.
- Administer annual compliance questionnaire.
- Assist with final allocations of proceeds for completed projects.
- Capture annual and quarterly continuing disclosure confirmations.
- Administer periodic Material Events questionnaire.
- In positive arbitrage environment, expenditure tracking to monitor timely spend-down of proceeds.
- Capture and retain relevant records.
- Provide access for five (5) standard users.

Fees for final calculations not in the 5th bond year will be 1K.

Exhibit “B”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Schertz accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Schertz shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Schertz shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Schertz will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Schertz as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Schertz of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Schertz.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Schertz with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Schertz within ten (10) business days after contract award and prior to starting any work by the successful Contractor’s insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Schertz, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Schertz. The certificate of insurance and endorsements shall be sent to:

**City of Schertz
Purchasing Department
1400 Schertz Parkway
Schertz, TX 78154**

**emailed to: purchasing@schertz.com
Faxed to: 210-619-1169**



CERTIFICATE OF LIABILITY INSURANCE

(A)

DATE (MM/DD/YYYY)
01/01/1900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency 655 Main Street Tampa, FL 93333-0000 (D)	CONTACT TITLE: _____ FAX No. Ext: _____ ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER B: Insurance Carrier (D)</td> <td>00000 (E)</td> </tr> <tr> <td>INSURER C: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER D: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER E: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER F: Insurance Carrier</td> <td>00000</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Carrier	00000	INSURER B: Insurance Carrier (D)	00000 (E)	INSURER C: Insurance Carrier	00000	INSURER D: Insurance Carrier	00000	INSURER E: Insurance Carrier	00000	INSURER F: Insurance Carrier
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Insurance Carrier	00000													
INSURER B: Insurance Carrier (D)	00000 (E)													
INSURER C: Insurance Carrier	00000													
INSURER D: Insurance Carrier	00000													
INSURER E: Insurance Carrier	00000													
INSURER F: Insurance Carrier	00000													
INSURED (C) XYZ Company 123 Apple Street Tampa, FL 22222-0000														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL. SUBR. (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY (G) <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOSS	Y Y	X123450 (M)	01/01/1900 (N)	01/01/1900	EACH OCCURRENCE \$ 1,000,000 (O) DAMAGE TO RENTED PROPS (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
AUTOMOBILE LIABILITY (I) <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> IRREG AUTOS SCHEDULED AUTOS (OFF OWN AUTOS) (J)	Y Y	123456789	01/01/1900	01/01/1900	COVERED STREET CRIM (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LMR DEED RETENTION (K) <input checked="" type="checkbox"/> OCCUR CLAIM MADE	Y Y				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Y/N) (If "Y" describe under DESCRIPTION OF OPERATIONS)	Y/N H/A Y	01234	01/01/1900	01/01/1900	<input checked="" type="checkbox"/> NO STAIN-1 (Y/N) E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<input checked="" type="checkbox"/> Outdoor's Risk (L) <input checked="" type="checkbox"/> Professional Services	Y Y	123456	01/01/1900	01/01/1900	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1011, Tex. Ins. Code (SB 426 enacted by Texas Legislature 82(7) session in 2011).

(P)

CERTIFICATE HOLDER **CANCELLATION** (R)

(Q) City of Schertz 1400 Schertz Parkway Schertz, Tx 78154 Attn: Purchasing Dept.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE: (S)
--	--

(Instructions for completing and submitting a certificate to the City of Schertz)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) ******(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Contractor Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
 - (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Schertz's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit “C”

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

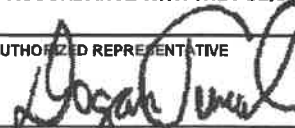
PRODUCER McGowanPRO 150 Speen Street Suite 102 Framingham, MA. 01701	CONTACT NAME: PHONE (A/C, No, Ext): 508-656-1300 FAX (A/C, No): 508-656-1399 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Avant Strategic Partners P.O. Box 26765 Overland Park, KS 66225	INSURER A : Hanover Insurance Co.	NAIC # 22292
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				OTH-ER
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT \$
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE \$
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			LHN D558589 02	04/27/2020	04/27/2021	Limit of Liability: \$2,000,000 Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Schertz, Texas 1400 Schertz Parkway Schertz, TX 78154	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: Parks, Recreation & Community Service
Subject: Resolution No. 20-R-119 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with AG|CM Inc, in an amount not to exceed \$32,663 for the construction management of the Schertz Pedestrian Routes & Bike Lanes Project and the Live Oak Road Turn Lane Addition. (B. James/L. Shrum)

BACKGROUND

In 2016 the City of Schertz applied for federal funding from the Transportation Alternatives Program through a call for projects from the Alamo Area Metropolitan Planning Organization. The total estimated project cost at the time of application was \$1,158,266. The City's local cash match was 20% - \$231,653, and the federal reimbursement was \$926,613. The city contracted with Ford Engineering to prepare the plans and specifications and the environmental clearance work. Once the design phase got underway, city staff determined that a right turn lane was needed from Live Oak Road on to FM 3009 and it would be more efficient to do the design for the turn lane at the same time as the sidewalks and curb and gutter. When it came time for the construction bidding phase, the city added the construction of the turn lane as an alternate to the base bid. The contract being recommended for approval is the base bid plus the turn lane alternate with a total construction cost of \$1,256,960.95.

Because of the extensive reporting requirements required by TxDOT, it became clear to city staff that we would need assistance on this project to manage it. This is our first project utilizing this federal funding source and staff did not have the ability to manage this with the current workload.

AG/CM has an existing master agreement to provide on-call owner's rep services on behalf of the City. This task order falls under the scope of the master agreement established and approved by council on resolution 19-R-112.

GOAL

The goal of the construction management contract is to have the oversight needed to meet the extensive TxDOT reporting requirements, manage DBE requirements, and keep city staff informed of progress in the field.

The goal of the project is to add more opportunities for pedestrian and bicycle connectivity in Central Schertz. This project will add bike lanes along Savannah Drive and Woodland Oaks Dr; The project also includes a 10 foot wide decomposed granite trail between Schertz Parkway and Wiederstein Road which will create a safe pedestrian access to the parkway and pedestrians can avoid traveling on the shoulder of Wiederstein on a blind hill. The project will also add sidewalks (and curb and gutter) to both sides of Live Oak Road between Schertz Parkway and FM 3009, again enhancing pedestrian safety in this heavily-used area for walkers, joggers, and bicyclists. The additional goal is to add a dedicated right turn lane onto FM 3009 from Live Oak Road to ease traffic congestion.

COMMUNITY BENEFIT

The community benefits from having well run projects that are completed on-time and on-budget, to ensure that taxpayer funds are utilized wisely. The construction management company will work for the city to accomplish those goals.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approve Resolution No. 20-R-119.

FISCAL IMPACT

Construction management for this project totals \$32,663.00. The total construction cost of the project is \$1,256,960.95 (Resolution 20-R-118.) Because the construction and construction management are tied together, the combined funding sources are shown here. The funding breakdown is as follows: Total 3 Cost: \$1,256,960.95 — MPO Contribution: \$926,613.00 — City Contribution for Construction: \$330,347.95 --- AG|CM Construction Management Costs: \$32,663.00 — Total Outstanding Funding: \$363,010.95 — Existing Funding in Project C11: \$190,744.00 — 2018 Parks Bonds: \$72,959.00 — SPAM Funds: \$99,307.95

RECOMMENDATION

Staff recommends Council approve Resolution No. 20-R-119.

Attachments

Resolution
AG|CM Proposal

RESOLUTION NO. 20-R-119

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONTRACT WITH AG/CM INC, IN AN AMOUNT NOT TO EXCEED \$32,663.00 FOR THE CONSTRUCTION MANAGEMENT OF THE SCHERTZ PEDESTRIAN ROUTES & BIKE LANES PROJECT AND LIVE OAK ROAD TURN LANE ADDITION AND RELATED MATTERS IN CONNECTION THEREWITH

WHEREAS, The City of Schertz In 2016 the City of Schertz applied for federal funding from the Transportation Alternatives Program through a call for projects from the Alamo Area Metropolitan Planning Organization; and

WHEREAS, Because of the extensive reporting requirements required by TxDOT, staff recommends hiring and outside firm for construction management services; and

WHEREAS, AG/CM, is an approved project management firm for the City of Schertz; and

WHEREAS, funding is being provided from a variety of sources for the overall construction project, with construction management costs being provided from the original City project match funds; and

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

Section 1. The City Council hereby authorizes expenditures with AG/CM in an amount not to exceed \$32,663.00 (Thirty-two thousand six hundred sixty-three and zero cents) for construction management services for the Schertz Pedestrian Routes & Bike Lane Project and Live Oak Road Turn Lane Addition.

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 1st day of December, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

Exhibit A
Scope Proposal



CORPUS CHRISTI
 1101 Ocean Drive (78404)
 P.O. Box 2682
 Corpus Christi, TX 78403
 Ofc 361/882.0469
 Fax 361/884-9358

SAN ANTONIO
 11503 Jones Maltzberger
 Suite 1153
 San Antonio, TX 78216
 Ofc 210/403-2284
 Fax 210/403-2281
www.agcm.cc

July 24, 2020

Mr. Scott McClelland, EIT
 Project Manager – City of Schertz
 10 Commercial Place, Bldg 2
 Schertz, TX 78154

SUBJECT: CONSTRUCTION MGMT/QA SERVICES
 LGPP Sidewalk/Trail/Bike Lane/Parks Project

Mr. McClelland:

AG|CM, Inc. is pleased to provide a proposal for CM/QA Services on The LGPP Sidewalk/Trail/Bike Lane/Parks Project , in accordance with the “Owners Rep Professional Services Agreement” recently awarded us by The City of Schertz.

- AG|CM, Inc. will perform Construction Management/Quality Assurance Observation duties assigned by The City of Schertz, and other duties requested consistent with the scope awarded in the contract, at a rate of 2020 rate of \$125/Hour, estimated 7.5 hours/week, at a “Not To Exceed” amount of **\$32,663** over a period of 34 weeks.

Please indicate your acceptance of this proposal by signing below. Let me know of any questions, and thank you again for the opportunity. We look forward to working with you!

Respectfully,

Ryan K. Rosborough
 Vice President, Central Region
 AG|CM, Inc.

Attached: Manpower Exhibit A

Signature - Accepted By: _____

Name and Title: _____

Date: _____



Exhibit A Manpower
 LGPP Sidwalks/Trail/Bike/Parks Project

AG CM, Inc. City of Schertz LGPP Parks Project Construction Manager/QA Inspector				
		Year	Year	Total
		2020	2021	
Title/Position/Item				
PERSONNEL				
1	Construction Manager - Marcus Garcia	\$12,188	\$20,475	\$32,663
Manhour Subtotal		\$12,188	\$20,475	\$32,663

Rate Sheet
AG|CM, Inc.
January 1, 2020

Personnel			
Title/Position		2020	2021
1	Construction Manager - Marcus Garcia	\$125.00	\$130.00
Project Specific			
General Conditions			

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: Parks, Recreation & Community Service
Subject: Resolution No. 20-R-118 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with D&S Concrete, in the amount of \$1,256,960.95 for the construction of the Schertz Pedestrian Routes & Bike Lanes Project and the Live Oak Road Turn Lane Addition. (B. James/L. Shrum)

BACKGROUND

In 2016 the City of Schertz applied for federal funding from the Transportation Alternatives Program through a call for projects from the Alamo Area Metropolitan Planning Organization. The total estimated project cost at the time of application was \$1,158,266. The City's local cash match was 20% - \$231,653, and the federal reimbursement was \$926,613. The city contracted with Ford Engineering to prepare the plans and specifications and the environmental clearance work. Once the design phase got underway, city staff determined that a right turn lane was needed from Live Oak Road on to FM 3009 and it would be more efficient to do the design for the turn lane at the same time as the sidewalks and curb and gutter. When it came time for the construction bidding phase, the city added the construction of the turn lane as an alternate to the base bid. The contract being recommended for approval is the base bid plus the turn lane alternate with a total construction cost of \$1,256,960.95. There is not a higher not to exceed amount being included as part of this approval. As such, if unexpected costs occur, staff may have to come back to council for approval.

An RFP was published consistent with the requirements of both the City of Schertz and TxDOT. Six total responses were received and evaluated based on lowest qualified bid. D&S Concrete was the lowest overall bid and was determined to be qualified to complete the project. TxDot has reviewed the bid submission, bid tabulation and concurs with the recommendation.

GOAL

The goal is to add more opportunities for pedestrian and bicycle connectivity in Central Schertz. This project will add bike lanes along Savannah Drive and Woodland Oaks Dr; The project also includes a 10 foot wide decomposed granite trail between Schertz Parkway and Wiederstein Road which will create a safe pedestrian access to the parkway and pedestrians can avoid traveling on the shoulder of Wiederstein on a blind hill. The project will also add sidewalks (and curb and gutter) to both sides of Live Oak Road between Schertz Parkway and FM 3009, again enhancing pedestrian safety in this heavily-used area for walkers, joggers, and bicyclists. The additional goal is to add a dedicated right turn lane onto FM 3009 from Live Oak Road to ease traffic congestion.

COMMUNITY BENEFIT

The community benefits from this project by seeing reductions in traffic congestion on Live Oak Road, and adding in more trails, sidewalks, and bike lanes which has been a high priority in the Parks Master Plan, as well as the Citizen Satisfaction surveys.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approve Resolution No. 20-R-118.

FISCAL IMPACT

The total construction cost is \$1,256,960.65. Construction management will also be needed for this project and that cost is \$32,663.00 (Resolution 20-R-119.) Thus, the funding breakdown is as follows:

- Total 3 Cost: \$1,256,960.95
- MPO Contribution: \$926,613.00
- City Contribution for Construction: \$330,347.95
- AG|CM Construction Management Costs: \$32,663.00
- Total Outstanding Funding: \$363,010.95

- Existing Funding in Project C11: \$190,744.00
- 2018 Parks Bonds: \$72,959.00
- SPAM Funds: \$99,307.95

RECOMMENDATION

Staff recommends Council approve Resolution No. 20-R-118.

Attachments

- Resolution 20-R-1118 D&S Concrete
 - Overall Exhibit
 - Draft Agreement
-

RESOLUTION NO. 20-R-118

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONTRACT WITH D&S CONCRETE FOR THE CONSTRUCTION OF THE SCHERTZ PEDESTRIAN ROUTES & BIKE LANES PROJECT AND THE LIVE OAK TURN LANE ADDITION.

WHEREAS, the City staff of the City of Schertz (the “City”) went through the competitive bid process for construction services for the Schertz Pedestrian Routes & Bike Lanes Project and the Live Oak Turn Lane Addition; and

WHEREAS, City staff has determined that D&S Concrete was the lowest bid to provide such services for the City; and

WHEREAS, TxDOT has provided a Letter of Concurrence to proceed with the award to D&S Concrete; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with D&S Concrete pursuant to the Agreement attached hereto as Exhibit A (the “Agreement”).

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with D&S Concrete, in substantially the form set forth on Exhibit A, totaling no more than \$1,256,960.95 for construction services to complete the Schertz Pedestrian Routes & Bike Lanes Project and Live Oak Turn Lane Addition..

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 1st day of December, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

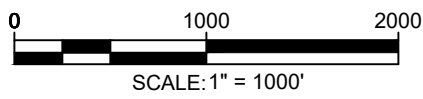
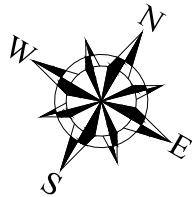
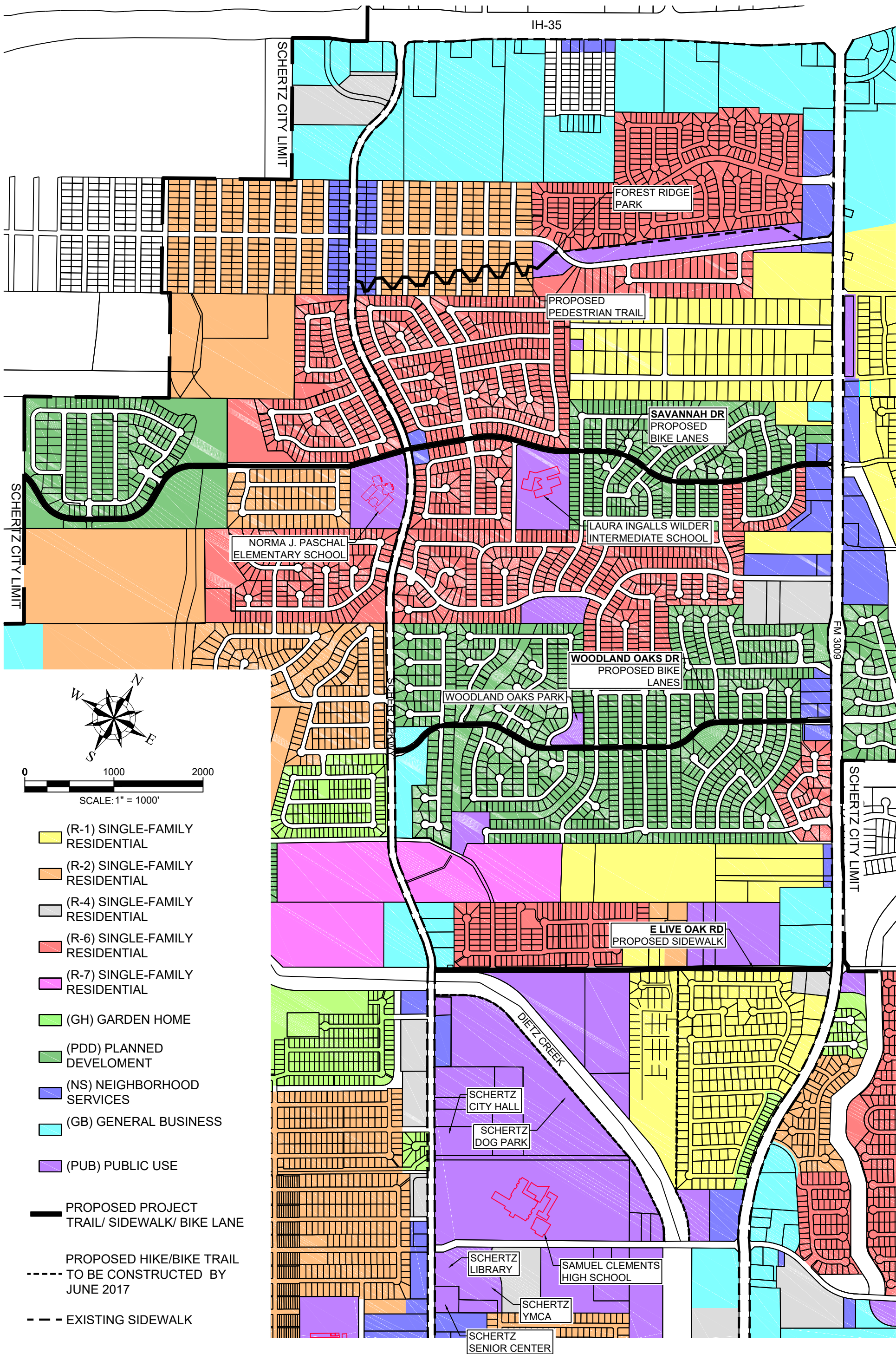
ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A
CONTRACT WITH D&S CONCRETE

SCHERTZ PEDESTRIAN ROUTE / BIKE LANE PROJECT OVERALL



- (R-1) SINGLE-FAMILY RESIDENTIAL
- (R-2) SINGLE-FAMILY RESIDENTIAL
- (R-4) SINGLE-FAMILY RESIDENTIAL
- (R-6) SINGLE-FAMILY RESIDENTIAL
- (R-7) SINGLE-FAMILY RESIDENTIAL
- (GH) GARDEN HOME
- (PDD) PLANNED DEVELOPMENT
- (NS) NEIGHBORHOOD SERVICES
- (GB) GENERAL BUSINESS
- (PUB) PUBLIC USE

- PROPOSED PROJECT TRAIL/ SIDEWALK/ BIKE LANE
- PROPOSED HIKE/BIKE TRAIL TO BE CONSTRUCTED BY JUNE 2017
- EXISTING SIDEWALK

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Schertz (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Pedestrian Routes and Bike Lanes

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Ford Engineering Inc.

3.02 The Owner has retained the City of Schertz Engineering Department (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Contract Times: Days
- B. The Work is expected to be substantially completed within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date of substantial completion.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain

actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of:

1. **Six hundred dollars (\$600.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages (“Liquidated Damages”) that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by Owner as a result of the failure of Contractor to complete within the Contract Time.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) and according to the price list attached as “Exhibit A”

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to the full amount of the contract, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law, not to exceed 1% per month.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages A-1 to A-7, inclusive).
 - 2. Performance bond (pages PB-1 to PB-3, inclusive).
 - 3. Payment bond (pages PYB-1 to PYB-3, inclusive).
 - 4. General Conditions consisting of 73 pages of a modified version of EJCDC C-700, having a title page with the general title: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.
 - 5. Supplementary Conditions (pages SC-1 to SC-16, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of __ sheets with each sheet bearing the following general title: _____.
 - 8. Addenda (numbers to , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages BF-1 to BF-7, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: Emergency Medical Services
Subject: Resolution No. 20-R-134 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to enter into a lease agreement with Stryker Flex Financial for the acquisition of sixteen (16) Stryker Life Pak monitor/defibrillators, associated equipment and service plan. (C. Kelm/J. Mabbitt)

BACKGROUND

The EMS Department responds to over 10,000 requests for service annually. On each and every one of these responses, the piece of equipment that is utilized from the moment we make contact with the patient until that contact is complete is our Monitor/Defibrillator. The Fire Department also uses these monitors prior to an ambulance arrival or if there are multiple patients on a scene.

The majority of our current devices have been in service for over seven years. In June 2020, we were notified by Stryker that components used on several of our monitors are no longer available in the market (see attached discontinuance letter). Without these components, Stryker may not be able to repair one of our monitors that needs serviced. We were also informed that our monitors will no longer be able to be preventively maintained once they reach eight years old.

Along with the Fire Department (4), we have a total of sixteen (16) devices that will need to be replaced.

Stryker has provided a quote that includes the opportunity to lease/purchase these units. This lease agreement has a finance rate of 0% and will last sixty months. In addition, Stryker has placed an additional incentive on trade-in values of LifePak monitors that is valid until mid-December.

We are also asking to pre-purchase six years of the Stryker preventive maintenance and repair service plan on all of our monitors. We currently have this plan in place on our current monitors, and due to their importance in patient care, we need to continue it to insure our devices are always properly functioning and calibrated appropriately. This plan covers on-site maintenance and repair, an annual service call to re-calibrate and test each device and replacement batteries as needed.

EMS and the Fire Department plan to keep two monitors that are not part of the discontinuance letter.

GOAL

To enter into a lease agreement with Stryker Flex Financial for the acquisition of sixteen (16) Stryker Life Pak monitor/defibrillators, associated equipment and service plan.

COMMUNITY BENEFIT

The Stryker LifePak 15 has the ability to monitor blood pressure, pulse, respiratory rate, oxygen and carbon dioxide levels in the blood, the patient's temperature, the patient's EKG rhythm, the 12-lead EKG and, when needed, the ability to deliver therapeutic electricity to the patient to correct life threatening cardiac dysrhythmias.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of the attached resolution authorizing the City Manager to enter into a lease agreement with Stryker for the purchase of sixteen LifePak monitors.

FISCAL IMPACT

The cost for the monitors is \$523,981.12 and the service plan is \$110,0160.00 for a total of \$634,141.12 in purchases.

We will utilize a down payment for FY21 using funds from the CARES Act in the amount of \$20,000.

We have a trade-in value of \$88,000 on our current monitors, therefore:

The Fire Department annual lease payment beginning in FY22 will be \$26,719.06

The EMS Department annual lease payment beginning in FY22 will be \$78,509.17

Cost for one monitor and accessories			\$32,748.82
Cost for service plan for one monitor			\$6,120
	Fire	EMS	Total
# of monitors to purchase	4	12	16
Total cost of monitors	\$130,995.28	\$392,985.84	\$523,981.12
# of service plans	5	13	18
Total cost of service plans	\$30,600	\$79,560	\$110,160.00
Total Expense	\$161,595.28	\$472,545.84	\$634,141.12
# of monitors traded in	3	11	14
Trade in values \$	\$ 18,000.00	\$ 70,000.00	\$ 88,000.00
Total Costs	\$143,595.28	\$402,545.84	
Deposit	\$10,000.00	\$10,000.00	
Total	\$133,595.28	\$392,545.84	
Annual Lease Amounts	\$26,719.06	\$78,509.17	

RECOMMENDATION

Staff recommends Council approve Resolution No. 20-R-134

Attachments

- Resolution 20-R-134
 - Lease Agreement
 - Discontinuance Letter
 - Sole Source Letter
 - Quote
-

RESOLUTION NO. 20-R-134

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH STRYKER FLEX FINANCIAL FOR THE ACQUISITION OF SIXTEEN (16) STRYKER LIFE PAK MONITOR/DEFIBRILLATORS, ASSOCIATED EQUIPMENT AND SERVICE PLAN AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the "City") requires the purchase of Stryker Life Pak monitor/defibrillator, associated equipment and service plan; and

WHEREAS, staff has requested approval authorizing the City Manager to enter into a lease agreement with Stryker.

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 a lease agreement with Stryker for the purchase of sixteen Stryker Life Pak monitor/defibrillators set forth on Exhibit A not to exceed \$546,141.12 for the entire lease agreement.

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

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

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

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

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

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

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

PASSED AND ADOPTED, this 1st day of December 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

City Secretary, Brenda Dennis

Flex Financial, a division of Stryker Sales Corporation
1901 Romence Road Parkway
Portage, MI 49002
t: 1-888-308-3146 f: 877-204-1332
www.stryker.com



Date: November 23, 2020

RE: Reference no: 0010122551

CITY OF SCHERTZ, TEXAS
1400 SCHERTZ PKWY
SCHERTZ, Texas 78154-1634

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

**Short Form Lease Agreement
Exhibit A - Detail of Equipment
Insurance Authorization and Verification
State and Local Government Rider
Addendum**

****Conditions of Approval: Insurance Authorization and Verification, State and Local Government rider**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____	Contact name:	_____
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)

Your personal documentation specialist is Michelle Warren and can be reached at 269-389-1909 or by email michelle.warren@stryker.com for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of **November, 2020**

Sincerely,

Flex Financial, a division of Stryker Sales Corporation

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales Corporation is 38-2902424.

Short Form Lease Agreement No. 0010122551

Owner ("we" or "us") :
 Flex Financial, a division of Stryker Sales Corporation
 1901 Romence Road Parkway
 Portage, MI 49002

Customer name and address ("You" and "Your"): CITY OF SCHERTZ, TEXAS 1400 SCHERTZ PKWY SCHERTZ, Texas 78154-1634	Equipment location: 1400 SCHERTZ PKWY, SCHERTZ, Texas 78154-1634 Supplier: Stryker Sales Corporation, 3800 E. Centre Avenue, Portage, MI 49002 Equipment description: (see attached Exhibit A which is a part of this Agreement.)
---	--

Payment information

# of lease payments	Payment frequency	Lease payment	Terms of Agreement in months: 61			
1	Monthly	\$20,000.00 (First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below) followed by:	Equipment purchase option: \$1 Buyout Option Equipment purchase option shall be FMV unless another option is stated above.			
			Security deposit	First period payment	Other	Total payment enclosed
			\$0.00	+ \$0.00	+ \$ 0.00	= \$ 0.00
11	Monthly	\$0.00 (plus applicable sales/use taxes - see "Taxes" section below) followed by:				
5	Annual	\$105,228.23 (plus applicable sales/use taxes - see "Taxes" section below)				

1. Lease: You ("Customer") agree to lease from us ("Owner") the equipment (including software and/or software license fees ("Software"), if any, "Equipment") listed above and on any attached schedule in accordance with the terms of this Agreement (this "Agreement"). This Agreement starts on the day the Equipment is delivered to you ("Commencement Date") and continues for the number of months described above (the "Term"). The Lease Payments ("Payments") shall be payable beginning on the Commencement Date or any later date we designate and thereafter until all fully paid. **Your obligations under this Agreement ("Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim.** If a Payment is not made when due, you will pay us a late charge of 5% for each Payment or \$10.00, whichever is greater. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. You shall be deemed to have accepted the Equipment for lease hereunder upon the date that is ten (10) days after it is shipped to you by the Supplier and, at our request, you shall confirm for us such acceptance. No acceptance of any item of Equipment may be revoked by you.

2. Title and laws: Unless you have a \$1.00 purchase option, we own the Equipment and you have the right to use the Equipment during the Term, provided you comply with the terms of this Agreement. If you have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom, and authorize us to file financing statements on your behalf. You agree not to permit any lien, claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment.

3. Equipment use, maintenance and warranties: Any assignee (as defined below) is leasing the Equipment to you "AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent. **STRYKER SALES CORPORATION (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES CORPORATION, ITS DIVISION) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT. This Agreement will not impair any express warranties or indemnifications or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you.**

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights **will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier** even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales Corporation".

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you and continuing until the Equipment is returned to us in accordance with the terms of this Agreement, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination, cancellation or expiration of this Agreement.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. To the extent not expressly prohibited by applicable law, you will indemnify us on an after-tax basis, on demand, against the loss or unavailability of any of our anticipated equipment ownership tax benefits caused by your act or omission.

7. Default remedies: You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us; or c) your principal owner or any guarantor of this Agreement dies; d) you or any guarantor dissolves,

Short Form Lease Agreement No. 0010122551

ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) You or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments for the full Term immediately due and payable; b) sue you for and receive the total amount due plus the Equipment's anticipated end-of-Term fair market value ("FMV") or fixed price purchase option (the "Residual") with future Payments and Residual discounted to the date of default at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Term, all as reasonably determined by us; or (ii) 3% per annum, but only to the extent permitted by law; c) charge you interest on all monies due at the rate of 18% per year from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. Any return or repossession will not be considered an Agreement termination or cancellation. If the Equipment is returned or repossessed we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8. End of term: You will give us at least 90 days but not more than 180 days written notice (to our address above) before the initial Term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may: a) purchase all, but not less than all, of the Equipment as indicated above or b) return all of the Equipment in good working condition at your cost how, when and where we direct. Any FMV purchase option amount will be determined by us based on the Equipment's in place value. If you don't notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Agreement will automatically renew at the same Payment amount for consecutive 60-day periods. If any Software license ("License") included hereunder passes title to you, such title shall automatically, and without further action, hereby vest in us, and you hereby agree to relinquish any subsequent Software title, purchase or use right claim. If, in connection with our Software rights, licensor's consent is required, you will assist us in obtaining such consent. If the \$1.00 Buyout is selected above, the first three sentences of this section 8 shall be void and upon expiration of the Term, you shall pay all amounts owed by you hereunder but unpaid as of such date plus \$1.00 (and any applicable taxes). Any purchase of the Equipment by you pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS" without representation or warranty of any kind from us.

9. Miscellaneous: You acknowledge we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree (i) to waive any and all rights and remedies granted to you under Uniform Commercial Code Sections 2A-508 through 2A-522, and (ii) that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement can be perfected by possession of any counterpart other than the counterpart bearing our original signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment during the Term. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales Corporation will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. **This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales Corporation constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales Corporation	
Signature:	Date:
Print name:	
Title:	

**Exhibit A to Short Form Lease Agreement Number 0010122551
Description of equipment**

Customer name: CITY OF SCHERTZ, TEXAS

Delivery address: 1400 SCHERTZ PKWY, SCHERTZ, Texas 78154-1634

Part I - Equipment/Service Coverage (if applicable)

<u>Model number</u>	<u>Equipment description</u>	<u>Quantity</u>
99577-001957	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,TR,VR,BT,V4	16
41577-000288	LP15 ACCRY SHIPKIT,AHA,S	16
21330-001176	BATTERY PACK-LI-ION	32
11171-000049	RAINBOW DCI ADT REUSABLESENSOR, REF 2696,ROHS	16
11171-000050	RAINBOW DCIP PED REUSABLE SENSOR, REF 2697,ROHS	16
11577-000002	KIT - CARRY BAG, MAIN BAG	16
11220-000028	TOP POUCH	16
11260-000039	KIT - CARRY BAG, REAR POUCH, 3RD EDITION	16
50994-000105	LP15 (4+ features) Trade-in	12
TR-LP12B-LP15	TR-SYK LP 12B TO LP15	2

Total equipment: \$435,981.12

Service coverage:

<u>Model number</u>	<u>Service coverage description</u>	<u>Quantity</u>	<u>Years</u>
78000008	LP15 On Site Prevent w batt	18	4.0

Total service coverage: \$110,160.00

Total Amount: \$546,141.12

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature:	Date:
Print name:	
Title:	

Insurance Authorization and Verification



Date: November 23, 2020

Short Form Lease Agreement Number 0010122551

To: CITY OF SCHERTZ, TEXAS ("Customer")
1400 SCHERTZ PKWY
SCHERTZ, Texas 78154-1634

From: Flex Financial, a division of Stryker Sales Corporation ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$435,981.12** with deductibles **no more than \$10,000.00**.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:	
Agent name:	
Address:	
Phone/fax:	
Email address:	

CITY OF SCHERTZ, TEXAS	
Signature:	Date:
Print name:	
Title:	

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Michelle Warren at 269-389-1909.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332. This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature:	Date:
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: \$435,981.12

ATTACHED: PROPERTY DESCRIPTION FOR Short Form Lease Agreement Number 0010122551

See Exhibit A to Short Form Lease Agreement Number 0010122551

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Lease Agreement Number 0010122551** (the "Agreement") between **Flex Financial**, a division of Stryker Sales Corporation ("**Owner**") and **CITY OF SCHERTZ, TEXAS ("**Customer**")** to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature:	Date:
Print name:	
Title:	

ADDENDUM TO SHORT FORM LEASE AGREEMENT NO. 0010122551 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES CORPORATION AND CITY OF SCHERTZ, TEXAS

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. The third sentence of Section 9 of the Agreement is hereby amended in its entirety to read as follows:

"This Agreement shall be governed and construed accordance with the laws of Texas."

Customer signature		Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

June 2020

LIFEPAK® 15 monitor/defibrillator service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market, which limits the service support available for this product. Service on the LIFEPAK 15 with Part Numbers beginning with v15-5 or v15-7 are unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - If a component has failed on your device, your local Sales Representative should be contacted for support.
- Contractual service
 - Stryker will continue to offer contractual service on a yearly basis only.
 - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections.
 - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability.

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

Stryker does not contract nor provide service parts to any third-party service providers, but instead has a dedicated ProCare Service team who is the only approved service provider for our products.

As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

We thank you for your business and continued partnership. We are committed to providing high-quality, clinically supported products so that you can be confident in the care you are providing to your communities. Please contact your local Stryker sales representative if you have additional questions or to discuss trade-up and flexible financing options for our current LIFEPAK 15 device.

To whom it may concern:

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New Emergency Relief Patient Cover
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR® coaching devices
- CODE-STAT™ data review software and service
- Power-PRO XT ambulance cot
- Performance-PRO XT ambulance cot
- Power-LOAD cot fastener
- Stair-PRO stair chair
- Performance-LOAD cot fastener
- LIFEPAK CR2 automated external defibrillator
- LIFEPAK CR Plus automated external defibrillator
-

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.net® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe SolutionSM Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Senior Director, Americas Sales

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Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFEPAK, LUCAS, TrueCPR, CODE-STAT, RELI, LIFENET, HealthEMS, HomeSolutions.net, Heart Safe Solution, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.



2021 LP15s

Quote Number: 10257027

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: SCHERTZ EMS

Rep: Chad Lewis

Attn:

Email: chad.lewis@stryker.com

Phone Number:

Quote Date: 11/20/2020

Expiration Date: 12/10/2020

Delivery Address

Name: SCHERTZ EMS

Account #: 1120530

Address: 1400 SCHERTZ PKWY BLDG 7

SCHERTZ

Texas 78154-1673

End User - Shipping - Billing

Name: SCHERTZ EMS

Account #: 1120530

Address: 1400 SCHERTZ PKWY BLDG 7

SCHERTZ

Texas 78154-1673

Bill To Account

Name: SCHERTZ EMS

Account #: 1120530

Address: 1400 SCHERTZ PKWY BLDG 7

SCHERTZ

Texas 78154-1673

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	16	\$30,491.81	\$487,868.96
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	16	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	32	\$395.25	\$12,648.00
4.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	16	\$512.06	\$8,192.96
5.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	16	\$564.07	\$9,025.12
6.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	16	\$269.63	\$4,314.08
7.0	11220-000028	LIFEPAK 15 Carry case top pouch	16	\$49.41	\$790.56
8.0	11260-000039	LIFEPAK 15 Carry case back pouch	16	\$71.34	\$1,141.44
10.0	TR-LP12B-LP15	TRADE-IN-STRYKER LIFEPAK 12B TOWARDS PURCHASE OF LIFEPAK 15	2	-\$5,000.00	-\$10,000.00
Equipment List Price:					\$622,768.00
Equipment Total:					\$513,981.12

Trade In Credit:



2021 LP15s

Quote Number: 10257027

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: SCHERTZ EMS

Chicago, IL 60673-3308

Attn:

Rep: Chad Lewis

Email: chad.lewis@stryker.com

Phone Number:

Quote Date: 11/20/2020

Expiration Date: 12/10/2020

Product	Description	Qty	Credit Ea.	Total Credit
50994-000105	Trade in of LIFEPAK 15 4+ features towards the purchase of a Stryker device	12	-\$6,500.00	-\$78,000.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
11.1	78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	18	\$6,120.00	\$110,160.00

ProCare List Price: \$129,600.00

ProCare Total: \$110,160.00

Price Totals:

Grand Total: \$546,141.12

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: Finance
Subject: Ordinance No. 20-T-38 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, authorizing an adjustment to the fiscal year 2020-2021 budget, repealing all Ordinances or parts of Ordinances in conflict with this Ordinance; and providing an effective date. *First Reading* (M. Browne/B. James/J. Walters)

BACKGROUND

This budget amendment ordinance is meant to move unused budgeted amounts from FY 2019-20 to FY 2020-21. This adjustment is for departments that had unused budgeted amounts due to delays in manufacturing, back ordered/out of stock items, or project schedules that run through multiple fiscal years. The identified items and amounts to be rolled forward amount to \$895,860. A list of items are outlined below:

1. The Engineering department has \$35,000 left on its Municipal Facility and Stormwater Control Inventory and City Operations Assessment Study.
2. The Parks department has \$146,714 from the previous year for the Senior Center Parking Lot and Ashley Park Concrete Trial projects and to use unused special events budget for additional holiday lighting.
3. The Human Resources department has \$41,962 remaining from their employee wellness program funded by BlueCross BlueShield and will be used on additional wellness programs in FY 2020-21.
4. The Facility Maintenance department has \$224,000 remaining from the Police, Fire, EMS bathroom and shower repairs project.
5. The Fleet Maintenance department has \$4,503 remaining to complete the outfitting of a service truck purchased in FY 2019-20.
6. The Water & Sewer budget has \$83,287 remaining to purchase a new truck budgeted in FY 2019-20 that was delayed and complete the Water System Risk and Resilience Assessment and Emergency Response Plan.
7. The Drainage Fund budget has \$35,120 remaining to purchase a new truck budgeted in FY 2019-20 that was delayed.
8. The Streets budget has \$81,515 remaining to purchase a new truck budgeted in FY 2019-20 and to finish the Westchester Sidewalk Phase II project.
9. The EMS budget has \$261,612 remaining to purchase a new ambulance that was budgeted in FY 2019-20.
10. The Police budget has \$13,047 remaining to finish purchasing the remaining vehicle equipment and pistols that were budgeted in FY 2019-20.
11. The Fire department has \$18,062 remaining to purchase uniforms/boots and a fire hose and complete a deck for Station #2 that was from FY 2019-20.

Staff is also requesting transferring the budget for mowing contract services from Parks to Drainage as part of an internal reorganization of duties and responsibilities. This transfer will have no fiscal impact and all budgets were approved in FY 2020-21.

GOAL

To move forward unused budget amounts on approved programs from FY 2019-20 to prevent expenses from the previous fiscal year from inhibiting the operating budgets for FY 2020-21.

COMMUNITY BENEFIT

N/A

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Ordinance 20-T-38.

FISCAL IMPACT

This adjustment will use budgeted amounts from FY 2019-20. Those unused funds increased fund balance at the end of the fiscal year. This adjustment will use \$895,860 of fund balance that will be reported on the annual financial report.

The transfer of the mowing contract budget from Parks to Drainage will have no fiscal impact.

RECOMMENDATION

Staff recommends approval of Ordinance 20-T-38.

Attachments

Ordinance 20-T-38

ORDINANCE NO. 20-T-38

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2020-2021 BUDGET, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 20-T-31, the City of Schertz (the "City") adopted the budget for the City for the fiscal year 2020-2021 (the "Budget"), which provides funding for the City's operations throughout the 2020-2021 fiscal year; and

WHEREAS, the City needs to increase the budget and re-encumber \$944,822 in previously approved expenditures; and

WHEREAS, the City needs to transfer \$17,229 from Parks to Drainage due to the change in department overseeing the mowing contracts; 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 budget for expenses approved in FY 2019-2020 and to transfer the budget related to mowing contracts from Parks to Drainage, 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 increase Engineering's budget by \$35,000 for the remaining amount of the Municipal Facility and Stormwater Control Inventory and City Operations Assessment Study.

Section 2. The City shall increase Parks' budget by \$146,714 to complete the Senior Center Parking Lot and Ashley Park Concrete Trail projects and to use remaining special events budget for additional holiday lighting.

Section 3. The City shall increase Human Resources budget by \$41,962 to use the remaining funds from the BlueCross BlueShield \$50,000 wellness fund the city receives for related activities such as fun runs, water bottle stations, and advanced health screenings.

Section 4. The City shall increase Facility Maintenance budget by \$224,000 to complete the budgeted Police, Fire, and EMS restroom and shower repairs.

Section 5. The City shall increase Fleets' budget by \$4,503 to complete the outfitting of a service truck purchased in FY 2019-20.

Section 6. The City shall increase Water & Sewer's budget by \$83,287 to purchase a truck and complete a Water System Risk and Resilience Assessment and Emergency Response Plan budgeted from FY 2019-20.

Section 7. The City shall increase the Drainage Fund budget by \$35,120 to purchase a truck budgeted from FY 2019-20.

Section 8. The City shall increase Streets' budget by \$81,515 to purchase a truck and complete the Westchester Sidewalk Phase II project budgeted for FY 2019-20.

Section 9. The City shall increase EMS' budget by \$261,612 to purchase an ambulance budgeted from FY 2019-20.

Section 10. The City shall increase Police's budget by \$13,047 to purchase additional vehicle equipment and pistols budgeted from FY 2019-20.

Section 11. The City shall increase Fire's budget by \$18,062 to purchase uniforms, boots, a fire hose, and complete a deck for Station #2 budgeted from FY 2019-20.

Section 12. The City shall transfer \$17,229 from Parks' to the Drainage Fund.

Section 13. 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 14. 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 15. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 16. 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 17. 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 18. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED ON FIRST READING, the 1st day of December, 2020.

PASSED, APPROVED and ADOPTED ON SECOND READING, the 8th day of December, 2020.

CITY OF SCHERTZ, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: Human Resources
Subject: Resolution 20-R-141 - Consideration and/or action approving a Resolution adding Christmas Eve to the City's Holiday Schedule and authorizing Education Pay for Eligible Full-Time City Employees. (C. Kelm/J. Kurz)

BACKGROUND

Addition of Christmas Eve to the City's Official Holiday Schedule

The City's Holiday Policy was last approved by Council on August 27, 2019, and lists the following days as Official City Holidays:

New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, *Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. *Fire employees (operations) work on Labor Day and recognize 9/11 as the holiday.

City staff is requesting to add Christmas Eve to the official holiday schedule effective December 24, 2020. This day is normally a 'dead day' given the number of employees who take vacation; the lack of customers or resident interactions; and because many other businesses and entities are closed in our area.

Education Pay for City Employees

The City of Schertz encourages and endorses professional development and supports formal education through a Tuition Reimbursement program. Incentive pay programs, such as Education Pay, can positively impact teamwork, lead to increased engagement, reduce turnover, and improve employee morale. Public Safety employees (PD/Fire/EMS) currently receive compensation for 2 and 4-year degrees. Staff is requesting to extend this benefit to all eligible full-time City employees. In order to receive compensation, the education level must be above the minimum requirement for the employee's position as listed in the job description. Employees will only be paid for the highest level of education achieved. Education pay shall be forfeited if an employee moves into a position where education for which they are currently receiving compensation is a minimum requirement of the position as listed in the job description. Additionally, staff is requesting to add graduate degrees to the approved Education Pay list.

Education Pay Schedule

Associate's Degree: \$25.00 per pay period
Bachelor's Degree: \$30.00 per pay period
Master's Degree: \$45.00 per pay period

GOAL

Approval of Resolution 20-R-141 - Adding Christmas Eve to the City's Official Holiday Schedule and Authorizing Education Pay for All Eligible Full-time City Employees

COMMUNITY BENEFIT

Incentive pay programs, such as Education Pay, can positively impact teamwork, lead to increased engagement, reduce turnover, and improve employee morale. Reduced turnover results in lower staff employment costs. Additionally, incentive pay programs can be highly effective recruitment and retention tools, thereby allowing the City to attract highly qualified talent.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 20-R-141 - Adding Christmas Eve to the City's Official Holiday Schedule and Authorizing Education Pay for All Eligible Full-time City Employees

FISCAL IMPACT

Addition of Christmas Eve to the City's Official Holiday Schedule

The cost to add Christmas Eve is approximately \$32,000 (weighted cost includes taxes and retirement). Costs were estimated using 2019 payroll data. For all employees who would normally be working on the day of the week in which the holiday fell, there is no additional cost. The additional cost comes from paying shift workers who actually work the holiday.

Education Pay for City Employees

The annual cost to extend Education Pay to all eligible full-time employees is approximately \$31,400 (weighted cost includes taxes and retirement). Since this will be a mid-year adjustment (effective 1/1/2021), the 9 month cost is approximately \$23,500 (weighted). These costs were estimated using current employee educational information. Benefit contingent upon Council approval each year.

These costs can be paid from contingency in FY 20-21 budget.

RECOMMENDATION

Approval of Resolution 20-R-141 - Adding Christmas Eve to the City's Official Holiday Schedule and Authorizing Education Pay for All Eligible Full-time City Employees

Attachments

Resolution 20-R-141

RESOLUTION NO. 20-R-141

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS ADDING CHRISTMAS EVE TO THE CITY S OFFICIAL HOLIDAY SCHEDULE AND AUTHORIZING EDUCATION PAY FOR ELIGIBLE FULL-TIME EMPLOYEES AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the “City”) seeks to amend its official holiday schedule by adding Christmas Eve as an approved holiday; and

WHEREAS, the City of Schertz encourages and endorses professional development and supports formal education, and seeks to offer Education Pay to all eligible full-time employees, and

WHEREAS, the cost of these programs can be paid for with contingency in the FY 20-21 budget and added to the permanent base budget in FY 21-22.

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

Section 1. The City Council hereby approves Resolution 20-R-141 adding Christmas Eve to the City of Schertz official holiday schedule and authorizing Education Pay for all eligible full-time employees.

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 1st day of December, 2020.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: Planning & Community Development
Subject: Ordinance No. 20-S-41 - Conduct a public hearing, consideration and/or action upon a request to rezone approximately 0.35 acres of land from Neighborhood Services District (NS) to Main Street Mixed Use District (MSMU), located at 603 Main Street, City of Schertz, Guadalupe County, Texas. *First Reading* (B. James/L. Wood/N. Kopyay).

BACKGROUND

The applicant is proposing to rezone approximately 0.35 acres of land from Neighborhood Services District (NS) to Main Street Mixed Use District (MSMU). The property is located at 603 Main Street and is currently developed with one residential structure and an accessory detached garage.

Twenty-four (24) public hearing notices were mailed to surrounding property owners within two hundred (200) feet of the subject property on November 6, 2020, and a public hearing notice was published in the “San Antonio Express” on November 11, 2020. At the time of this report staff has received four neutral responses to the public hearing notices.

The Planning and Zoning Commission met on November 18, 2020 and made a recommendation to City Council to approve the proposed zone change by a 7-0 vote.

GOAL

The project goal is to rezone the subject property from Neighborhood Services District (NS) to Main Street Mixed Use District (MSMU) in order to re-purpose the existing house on-site into a counseling office.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

The Sector Plan amendment to the Comprehensive Land Use Plan designates the subject property as part of Historic Downtown Schertz. The objective for Historic Downtown Schertz is to leverage Schertz’s history and heritage to create a unique destination with local independent businesses, while encouraging the use of existing buildings. The Main Street Mixed-Use District (MSMU) was created to help achieve these objectives. The MSMU zoning district is intended to provide a base zoning district to the area along Main Street. In light of the history of the area and variety of land uses that exist, this zoning district allows for both single-family residential uses and low intensity commercial uses. Reduced setbacks and parking requirements are also provided as part of this district due to physical constraints. The proposed zone change to MSMU at 603 Main Street is in conformance with the Comprehensive Plan, because MSMU will allow the subject property to accomplish the goals established for Historic Downtown Schertz; the MSMU zoning district will allow the applicant to take

advantage of the existing improvement on-site by repurposing the existing house to develop a counseling office.

The proposed zone change should also have a minimal impact on infrastructure and public facilities. The subject property is currently surrounded by single-family dwellings and right-of-way, with commercial businesses in the vicinity along Main Street, so the proposed zone change should also have a minimal impact on the existing and future adjacent land uses.

Based on the new zoning district's compatibility with the Comprehensive Land Use Plan and the land uses of the adjacent properties, the MSMU zoning district is the most appropriate zoning district for the subject property. Staff recommends approval of the zone change application as submitted.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends approval of the proposed zone change to Main Street Mixed Use District as submitted.

Attachments

Ordinance 20-S-41

Ordinance 20-S-41 Exhibit A

Aerial Map

Public Hearing Notice Map

Public Hearing Notice Responses

ORDINANCE NO. 20-S-41

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 0.35 ACRES OF LAND FROM NEIGHBORHOOD SERVICES DISTRICT (NS) TO MAIN STREET MIXED USE DISTRICT (MSMU), LOCATED AT 603 MAIN STREET, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application to rezone approximately 0.35 acres of land located at 603 Main Street, and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.5.4.D. provides for certain criteria to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on a requested zone change (the “Criteria”); and

WHEREAS, on November 18, 2020, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning; and

WHEREAS, on December 1, 2020, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A, is hereby zoned Main Street Mixed Use District (MSMU).

Section 2. The Official Zoning Map of the City of Schertz, described and referred to in Article 2 of the Unified Development Code, shall be revised to reflect the above amendment.

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

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

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

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

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

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

Section 9. 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.

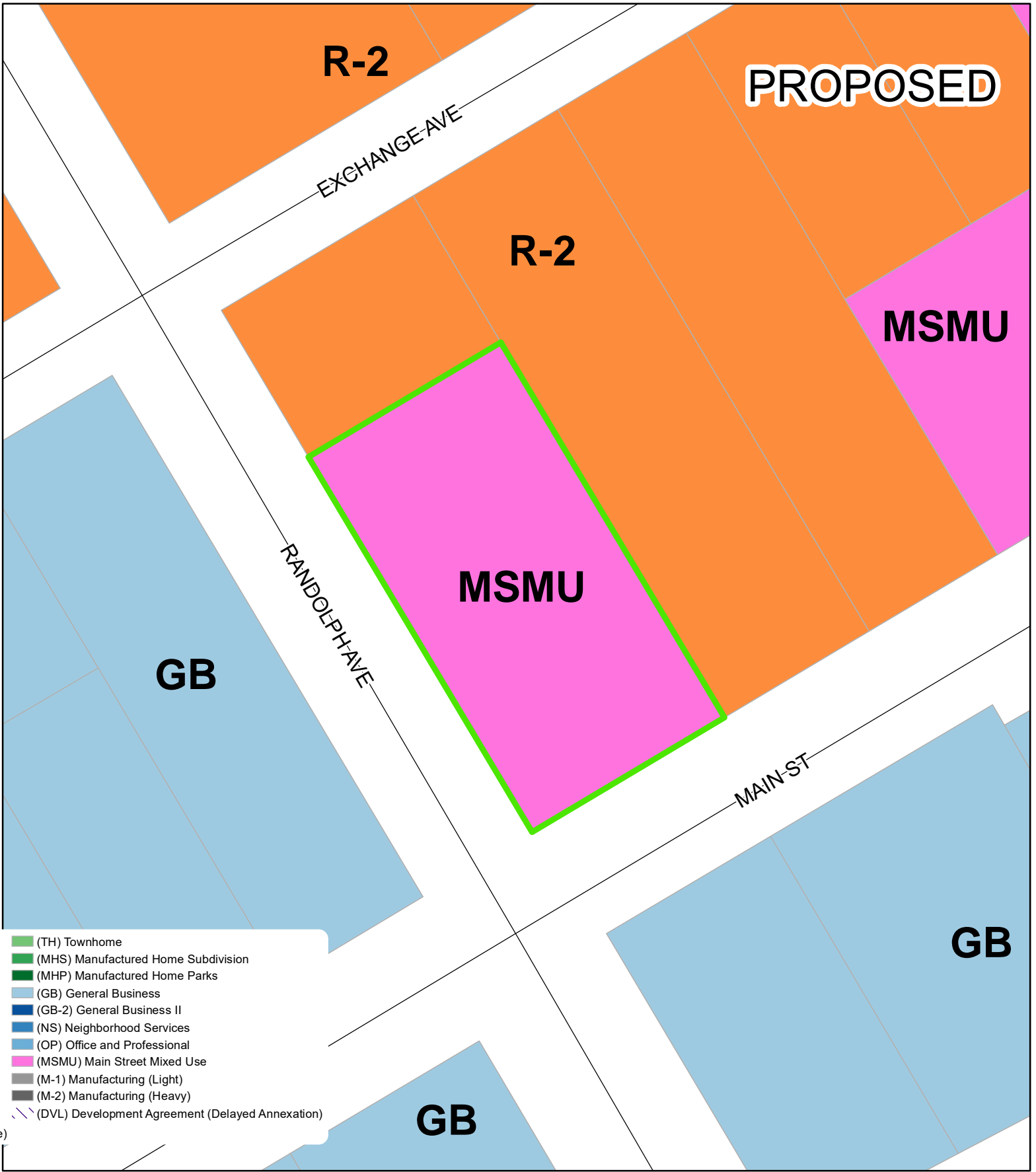
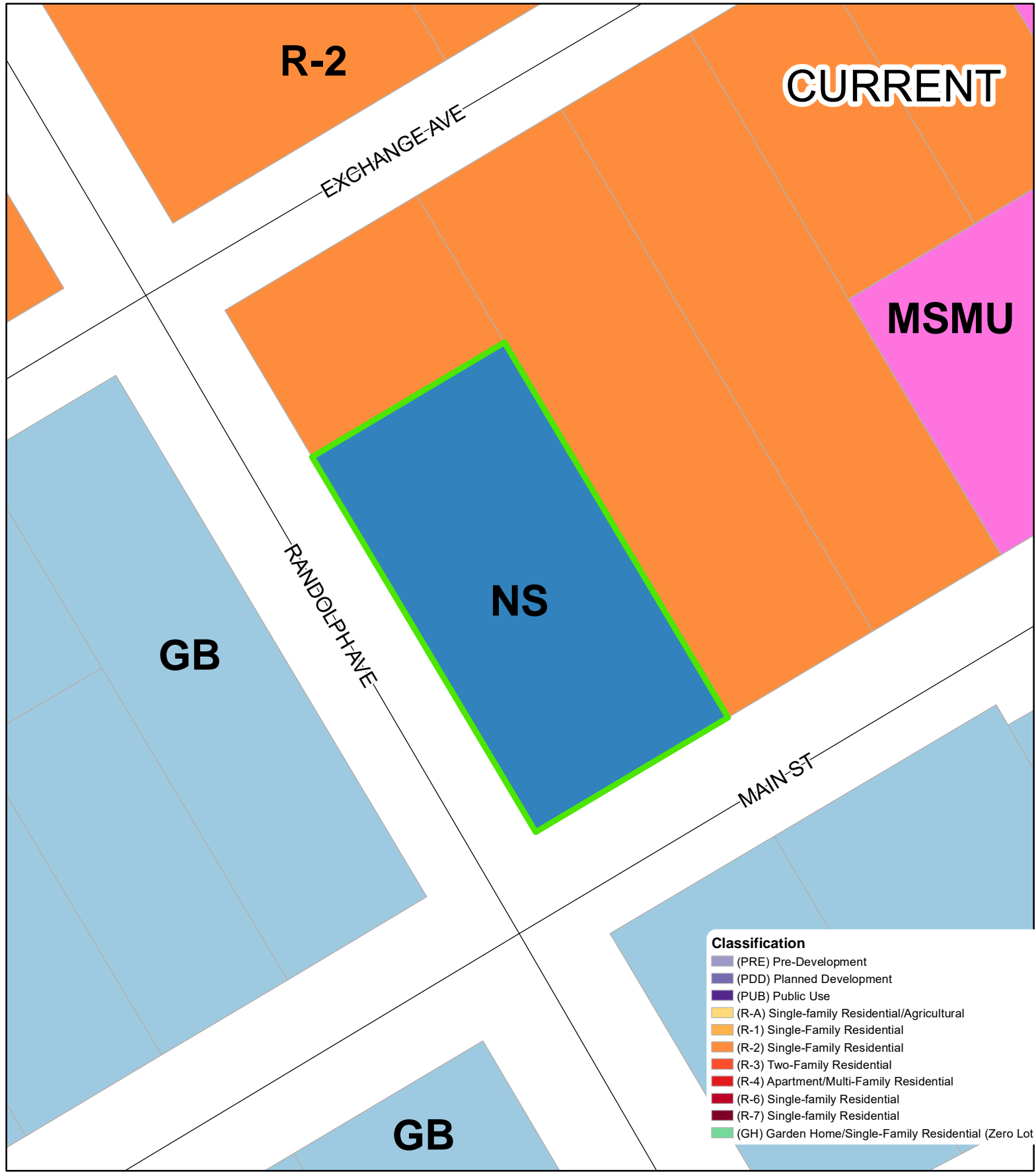
Approved on first reading the 1st day of December, 2020.

PASSED, APPROVED AND ADOPTED on final reading the 8th day of December, 2020.

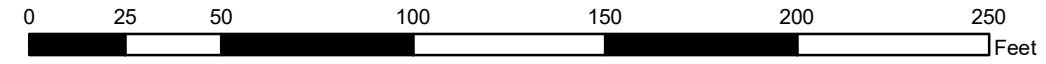
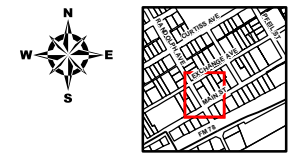
Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)



- Classification**
- (PRE) Pre-Development
 - (PDD) Planned Development
 - (PUB) Public Use
 - (R-A) Single-family Residential/Agricultural
 - (R-1) Single-Family Residential
 - (R-2) Single-Family Residential
 - (R-3) Two-Family Residential
 - (R-4) Apartment/Multi-Family Residential
 - (R-6) Single-family Residential
 - (R-7) Single-family Residential
 - (GH) Garden Home/Single-Family Residential (Zero Lot Line)
 - (TH) Townhome
 - (MHS) Manufactured Home Subdivision
 - (MHP) Manufactured Home Parks
 - (GB) General Business
 - (GB-2) General Business II
 - (NS) Neighborhood Services
 - (OP) Office and Professional
 - (MSMU) Main Street Mixed Use
 - (M-1) Manufacturing (Light)
 - (M-2) Manufacturing (Heavy)
 - (DVL) Development Agreement (Delayed Annexation)



The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind. It is not intended to be used for any purpose other than that for which it was created. The City of Schertz is not responsible for any errors or omissions in this product or for any consequences arising from its use. The City of Schertz may make improvements and/or changes to this product at any time without notice. The City of Schertz may make improvements and/or changes to this product at any time without notice.

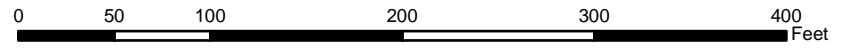


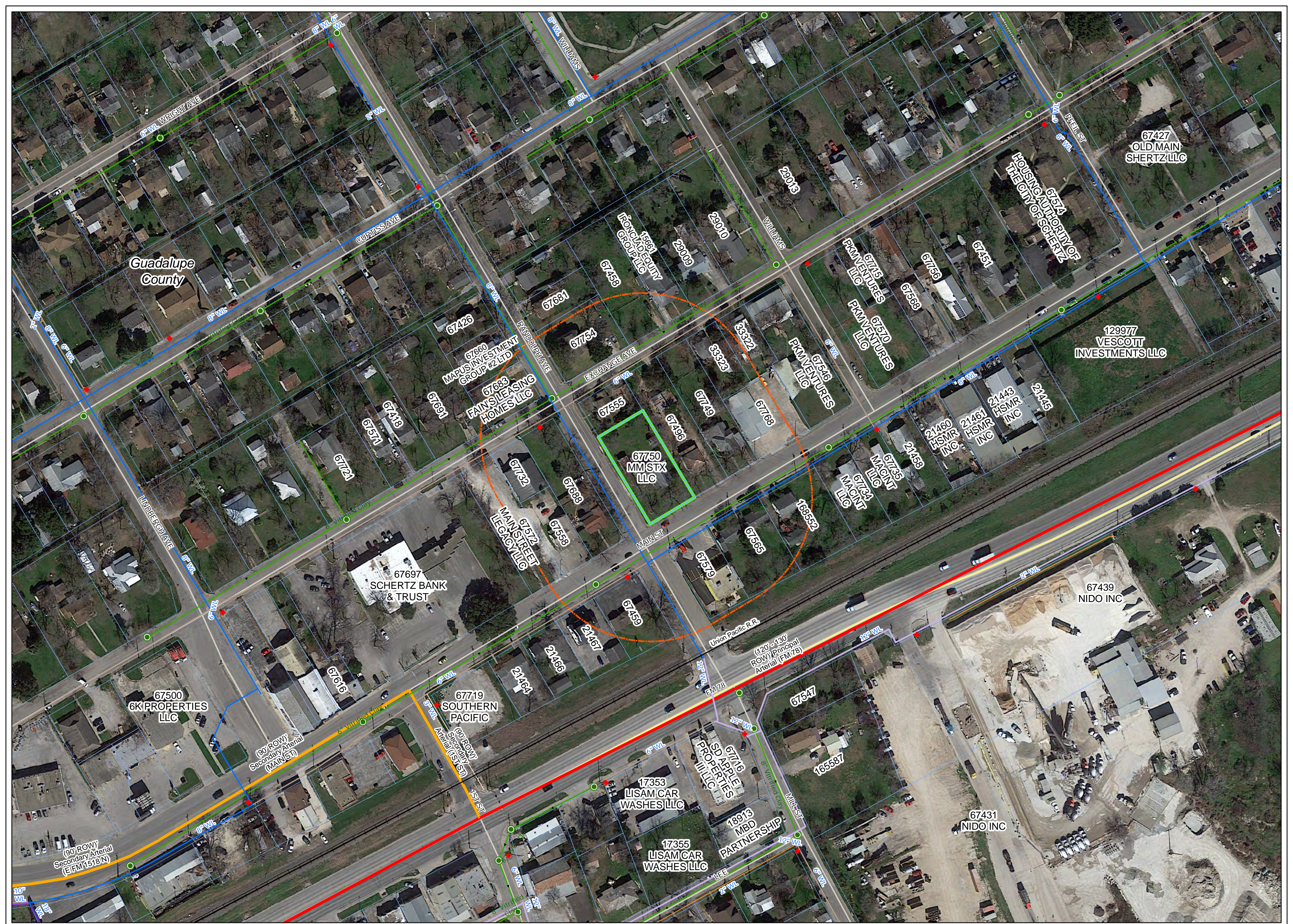
SCHERTZ
COMMUNITY + SERVICE + OPPORTUNITY

603 MAIN ST

<all other values>	60' Expansion	86' Extension	120' Proposed	1", 1 1/2"	8"	20"	Schertz Gravity	Hydrant	200' Buffer
Highways	60' Proposed	86' Proposed	Abandoned	2", 2 1/2"	10"	24"	Schertz Pressure	Manholes	Schertz Municipal Boundary
Major Roads	60' Extension	120' Expansion	Future TxDOT	3"	12"	30"	Neighboring Gravity	County Boundaries	
Minor Roads	86' Expansion	120' Extension	Highway	4"	16"	36"	Private Pressure	Neighboring Main	
Other Cities				6"	18"	48"	Private Main	Private Pressure	

1 Inch = 100 Feet



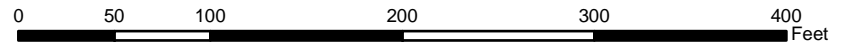


SCHERTZ
COMMUNITY + SERVICE + OPPORTUNITY

603 MAIN ST

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Minor Roads	86' Expansion	120' Extension	Highway	4"	16"	36"	Private Pressure	Neighboring Main	
Other Cities				6"	18"	48"	Private Main	Private Main	

1 Inch = 100 Feet



NOTICE OF PUBLIC HEARING

November 6, 2020


Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, November 18, 2020 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:

ZC2020-011 – A request to rezone approximately 0.35 acres of land from Neighborhood Services District (NS) to Main Street Mixed Use District (MSMU), located at 603 Main Street, 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,

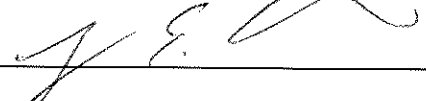


Nick Kopyay
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **ZC2020-011**

COMMENTS: 404 Curtiss AVE, Schertz TX 78154

NAME: Rody E. Anzabalen SIGNATURE: 
(PLEASE PRINT)

STREET ADDRESS: 404 Curtiss AVE Schertz TX 78154

DATE: 11/10/2020

Reply Form

I am: in favor of opposed to neutral to the request for **ZC2020-011**

COMMENTS: _____

NAME: MARJORIE LUENSMANN SIGNATURE Marjorie Luensmann
(PLEASE PRINT)

STREET ADDRESS: 609 Main St. Schertz, TX 78154-2146

DATE: 11/10/2020

NOTICE OF PUBLIC HEARING

November 6, 2020

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Sincerely,

Nick Kopyay

Nick Kopyay
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **ZC2020-011**

COMMENTS:

NAME: Sue Ann Cherrine SIGNATURE *Sue Ann Cherrine*
(PLEASE PRINT)

STREET ADDRESS: 534 Main St., Schertz TX 78154

DATE: 11-14-2020

We encourage the main street mixed use concept. Emphasis needs to be placed on developing a positive environment. Guidelines need to be implemented so the neighborhood remains safe and non-disruptive.

NOTICE OF PUBLIC HEARING

November 6, 2020

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, November 18, 2020 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:

ZC2020-011 – A request to rezone approximately 0.35 acres of land from Neighborhood Services District (NS) to Main Street Mixed Use District (MSMU), located at 603 Main Street, 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
Planner

Reply Form

I am: in favor of opposed to neutral to the request for ZC2020-011

COMMENTS: Please don't approve a bar to be located at that

NAME: April Guadarrama SIGNATURE Agudama address. We don't
(PLEASE PRINT)

STREET ADDRESS: 524 Exchange need a bar
DATE: 11-15-20 in a quiet
neighborhood.

*I'm having issues with
The Bar House!*

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: Planning & Community Development
Subject: Ordinance No. 20-S-42 - Conduct a public hearing, consideration and/or action upon request to rezone approximately 0.35 acres of land from General Business District (GB) to Main Street Mixed Use District (MSMU), located at 539 Main Street, City of Schertz, Guadalupe County, Texas. *First Reading (B. James/L. Wood/N. Kopyay).*

BACKGROUND

The applicant is proposing to rezone approximately 0.35 acres of land from General Business District (GB) to Main Street Mixed Use District (MSMU). The property is located at 539 Main Street and is currently developed with one residential structure and one accessory structure.

Twenty-four (24) public hearing notices were mailed to surrounding property owners within two hundred (200) feet of the subject property on November 6, 2020, and a public hearing notice was published in the “San Antonio Express” on November 11, 2020. At the time of this report staff has received four neutral responses and one favorable response to the public hearing notices.

The Planning and Zoning Commission met on November 18, 2020 and made a recommendation to City Council to approve the proposed zone change by a 7-0 vote.

GOAL

The project goal is to rezone the subject property from General Business District (GB) to Main Street Mixed Use District (MSMU) in order to re-purpose the existing house and accessory structure on-site into two commercial businesses.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

The Sector Plan amendment to the Comprehensive Land Use Plan designates the subject property as part of Historic Downtown Schertz. The objective for Historic Downtown Schertz is to leverage Schertz’s history and heritage to create a unique destination with local independent businesses, while encouraging the use of existing buildings. The Main Street Mixed-Use District (MSMU) was created to help achieve these objectives. The MSMU zoning district is intended to provide a base zoning district to the area along Main Street. In light of the history of the area and variety of land uses that exist, this zoning district allows for both single-family residential uses and low intensity commercial uses. Reduced setbacks and parking requirements are also provided as part of this district due to physical constraints. The proposed zone change to MSMU at 539 Main Street is in conformance with the Comprehensive Plan, because MSMU will allow the subject property to accomplish the goals established for Historic Downtown Schertz; the MSMU zoning district will permit the applicant to take advantage of the existing improvement on-site by utilizing the existing house to develop two

commercial businesses.

The proposed zone change should also have a minimal impact on infrastructure and public facilities. The subject property is currently surrounded by single-family dwellings and right-of-way, with commercial businesses in the vicinity along Main Street, so the proposed zone change should also have a minimal impact on the existing and future adjacent land uses.

Based on the new zoning district's compatibility with the Comprehensive Land Use Plan and the land uses of the adjacent properties, the MSMU zoning district is the most appropriate zoning district for the subject property. Staff recommends approval of the zone change application as submitted.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends approval of the proposed zone change to Main Street Mixed Use District as submitted.

Attachments

Ordinance 20-S-42

Ordinance 20-S-42 Exhibit A

Aerial Map

Public Hearing Notice Map

Public Hearing Notice Responses

ORDINANCE NO. 20-S-42

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 0.35 ACRES OF LAND FROM GENERAL BUSINESS DISTRICT (GB) TO MAIN STREET MIXED USE DISTRICT (MSMU), LOCATED AT 539 MAIN STREET, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application to rezone approximately 0.35 acres of land located at 539 Main Street, and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.5.4.D. provides for certain criteria to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on a requested zone change (the “Criteria”); and

WHEREAS, on November 18, 2020, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning; and

WHEREAS, on December 1, 2020, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A, is hereby zoned Main Street Mixed Use District (MSMU).

Section 2. The Official Zoning Map of the City of Schertz, described and referred to in Article 2 of the Unified Development Code, shall be revised to reflect the above amendment.

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

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

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

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

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

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

Section 9. 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 1st day of December, 2020.

PASSED, APPROVED AND ADOPTED on final reading the 8th day of December, 2020.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)

ORDINANCE NO. 20-S-42

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 0.35 ACRES OF LAND FROM GENERAL BUSINESS DISTRICT (GB) TO MAIN STREET MIXED USE DISTRICT (MSMU), LOCATED AT 539 MAIN STREET, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application to rezone approximately 0.35 acres of land located at 539 Main Street, and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.5.4.D. provides for certain criteria to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on a requested zone change (the “Criteria”); and

WHEREAS, on November 18, 2020, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning; and

WHEREAS, on December 1, 2020, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A, is hereby zoned Main Street Mixed Use District (MSMU).

Section 2. The Official Zoning Map of the City of Schertz, described and referred to in Article 2 of the Unified Development Code, shall be revised to reflect the above amendment.

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

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

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

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

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

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

Section 9. 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 1st day of December, 2020.

PASSED, APPROVED AND ADOPTED on final reading the 8th day of December, 2020.

Ralph Gutierrez, Mayor

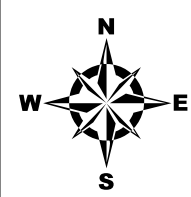
ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)



Guadalupe County

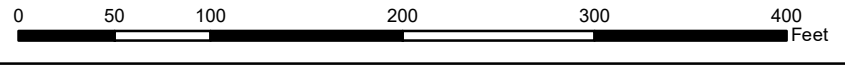
539 MAIN ST

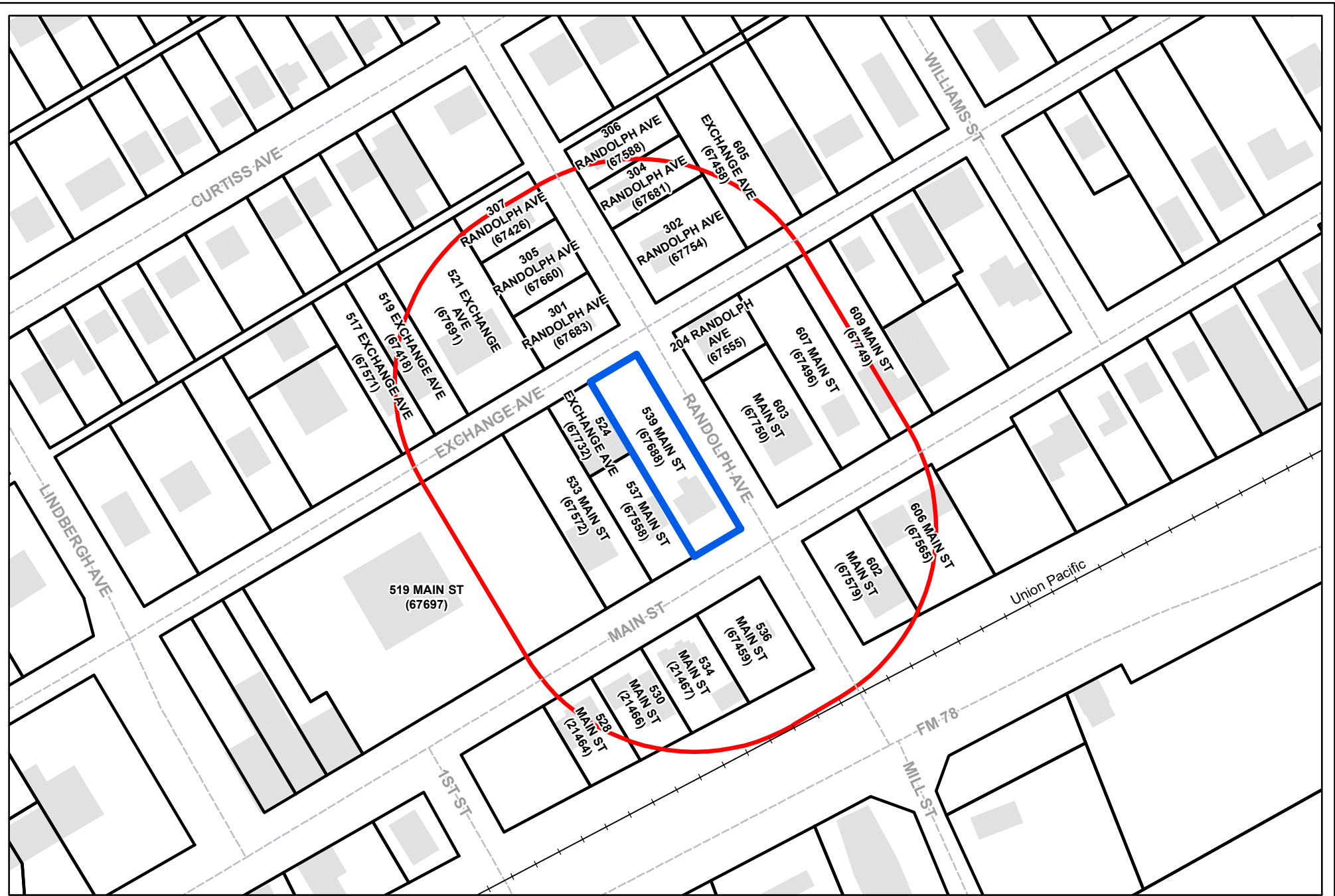


SCHERTZ
COMMUNITY + SERVICE + OPPORTUNITY

<all other values>	60' Expansion	86' Extension	120' Proposed	1", 1 1/2"	8"	20"	Schertz Gravity	Hydrant	200' Buffer
Highways	60' Proposed	86' Proposed	Abandoned	2", 2 1/2"	10"	24"	Schertz Pressure	Manholes	Schertz Municipal Boundary
Major Roads	60' Extension	120' Expansion	Future TxDOT	3"	12"	30"	Neighboring Gravity	County Boundaries	Neighboring Main
Minor Roads	86' Expansion	120' Extension	Highway	4"	16"	36"	Private Main	Private Pressure	Private Main
Other Cities				6"	18"				

1 Inch = 100 Feet

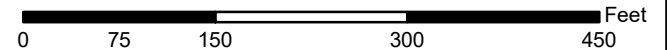




City of Schertz

539 MAIN ST
ABS: 221 SUR: G MALPAZ 0.3340 AC.

 200' Buffer  Parcel Boundaries



NOTICE OF PUBLIC HEARING

November 6, 2020

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, November 18, 2020 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:

ZC2020-012 – A request to rezone approximately 0.35 acres of land from General Business District (GB) to Main Street Mixed Use District (MSMU), located at 539 Main Street, 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
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **ZC2020-012**

COMMENTS: N/A

NAME: Rudy Anandabaker SIGNATURE 
(PLEASE PRINT)

STREET ADDRESS: 610 Main Street Schertz TX 78154

DATE: 11/10/2020

Reply Form

I am: in favor of opposed to neutral to the request for ZC2020-012

COMMENTS: _____

NAME: MARJORIE LUENSMANN SIGNATURE Marjorie Luensmann
(PLEASE PRINT)

STREET ADDRESS: 609 Main Schertz, TX 78154-2146

DATE: 11/10/2020



NOTICE OF PUBLIC HEARING

November 6, 2020

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, November 18, 2020 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:

ZC2020-012 – A request to rezone approximately 0.35 acres of land from General Business District (GB) to Main Street Mixed Use District (MSMU), located at 539 Main Street, 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
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **ZC2020-012**

COMMENTS:

NAME: Ramona G. Garcia SIGNATURE Ramona G Garcia
(PLEASE PRINT)

STREET ADDRESS: 204 Randolph Ave

DATE: _____

NOTICE OF PUBLIC HEARING

November 6, 2020

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, November 18, 2020** 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:

ZC2020-012 – A request to rezone approximately 0.35 acres of land from General Business District (GB) to Main Street Mixed Use District (MSMU), located at 539 Main Street, 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 Kopylay, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail nkopylay@schertz.com. If you have any questions please feel free to call Nick Kopylay, Planner directly at (210) 619-1782.

Sincerely,

Nick Kopylay

Nick Kopylay
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **ZC2020-012**

COMMENTS: *We encourage the main street mixed use concept. Emphasis needs to be placed on developing a positive environment. Guidelines need to be implemented so the neighborhood remains safe and non-disruptive.*

NAME: Sue Ann Cherrine SIGNATURE: *Sue Ann Cherrine*
(PLEASE PRINT)

STREET ADDRESS: 534 Main St, Schertz TX 78154

DATE: 11-14-2020

NOTICE OF PUBLIC HEARING

November 6, 2020

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, November 18, 2020** 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:

ZC2020-012 – A request to rezone approximately 0.35 acres of land from General Business District (GB) to Main Street Mixed Use District (MSMU), located at 539 Main Street, 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 Kopylay, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail nkopylay@schertz.com. If you have any questions please feel free to call Nick Kopylay, Planner directly at (210) 619-1782.

Sincerely,

Nick Kopylay

Nick Kopylay
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **ZC2020-012**

COMMENTS: *We encourage the main street mixed use concept. Emphasis needs to be placed on developing a positive environment. Guidelines need to be implemented so the neighborhood remains safe and non-disruptive.*

NAME: Sue Ann Cherrine SIGNATURE *Sue Ann Cherrine*
(PLEASE PRINT)

STREET ADDRESS: 530 Main St, Schertz TX 78154

DATE: 11-14-2020

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: Planning & Community Development
Subject: Ordinance No. 20-S-40 - Conduct a public hearing, consideration and/or action upon a request for a Specific Use Permit to allow the ‘Commercial Amusement, Outdoor’ land use on approximately 17.5 acres of land, located at 18658 Interstate Highway 35 N, City of Schertz, Guadalupe County, Texas, also known as Wiederstein Ranch Lot 1, Block 1. *First Reading (B. James/L. Wood/N. Kopyay)*

BACKGROUND

The applicant is requesting a Specific Use Permit to allow the ‘Commercial Amusement, Outdoor’ land use on approximately 17.5 acres of land, located at 18658 IH-35 N. The applicant would like to utilize the 'Commercial Amusement, Outdoor' land use in order to operate outdoor paintball facilities on the northeast side of the property.

The subject property is located at 18658 IH-35 North, also known as Wiederstein Ranch Lot 1, Blk 1, and is currently developed with an approximately 70,000 square foot indoor commercial amusement center (EVO Entertainment) containing movie theaters, bowling alleys, arcade games, etc.

Three (3) public hearing notices were mailed to surrounding property owners within two hundred (200) feet of the subject property on November 6, 2020, and a public hearing was published in the “San Antonio Express” on November 11, 2020. At the time of this report staff has received one response in favor of the Specific Use Permit.

The Planning and Zoning Commission met on November 18, 2020 and made a recommendation to City Council to approve the proposed Specific Use Permit by a 7-0 vote. The following project representatives spoke at the Planning & Zoning Commission public hearing:

- Chris Cline, EVO Entertainment, CDO, answered the Commission's questions regarding specifics of the proposed paintball facilities

GOAL

The goal of the proposed Specific Use Permit is to allow the Commercial Amusement Outdoor land use on approximately 17.5 acres of land, located at 18658 IH-35 N.

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 subject property is currently surrounded by an approximately 73 acre tract of land zoned General Business District (GB) and Manufacturing Light District (M-1) that is largely undeveloped with some minor agricultural uses, an approximately 21 acre tract of land zoned General Business District (GB) that is developed with an outdoor flea market plus some residential dwellings towards the rear of the property, and the Interstate Highway 35 Right-Of-Way. The site plan associated with this Specific Use Permit request to allow the 'Commercial Amusement, Outdoor' land use shows that the paintball courses are planned to be situated along the eastern property boundary, which would place the paintball facilities adjacent to the outdoor flea market and the residential dwellings towards the rear of the property. While the property owner is taking all the necessary precautions associated with a paintball facility, including the installation of 20 foot tall, professional grade paintball netting around the entirety of both paintball courses, thus preventing the paintballs from leaving the subject property and interfering with the surrounding properties, there could still be potential impacts on the adjacent land uses in terms of noise. However, the subject property and the potentially affected adjacent properties are along Interstate Highway 35, so some noise traffic should be expected from the roadway and any commercial businesses that operate along the roadway. Therefore, the addition of a paintball facility with the necessary precautions in the area should not have a major noise impact on the surrounding properties beyond what should be expected along an interstate highway. The property owner of the Bussey's Flea Market also reached out to staff to and has no objections to the proposed paintball facilities being constructed next to his property.

Conformance with the Comprehensive Land Use Plan

In addition, the proposed Specific Use Permit to allow the 'Commercial Amusement, Outdoor' land use should not have an adverse impact on any potential adjacent development, because the proposed land use is in conformance with the North Schertz Sector Plan. The subject property and the adjacent properties along IH-35 are all identified under the Commercial Campus land use designation within the North Schertz Sector Plan. The Commercial Campus land use designation is intended to allow for a variety of commercial uses and should also accommodate light manufacturing or flex office spaces; therefore, the 'Commercial Amusement, Outdoor' land use, and the paintball facilities more specifically, should not impede the redevelopment of any adjacent properties in accordance with the Comprehensive Land Use Plan.

Conceptual Site Plan

- **Architectural Standards:** The proposed Specific Use Permit would not make any modifications to the existing 70,000 square foot indoor commercial amusement center (EVO Entertainment), which already complies with the architectural feature requirements (i.e. horizontal and vertical articulations) defined in Schertz Unified Development Code (UDC) Sec. 21.9.5 Exterior Construction and Design Standards
- **Parking:** The applicant is proposing no changes to the current parking facilities with the addition of the proposed 'Commercial Amusement, Outdoor' land use. The applicant believes that the peak traffic hours for the existing indoor commercial amusement facility and the proposed paintball courses operate during different times of the day, and that the existing parking is sufficient for the current number of daily customers. The COVID-19 pandemic has reduced the daily traffic within the EVO facility, and if additional parking is required to meet consumer expectations or traffic standards following the attenuation of the pandemic, then the applicant will install more parking spaces on site in any of the available space.
- **Screening requirements:** The applicant is proposing to screen the paintball courses with 20 foot tall, professional grade paintball netting that will prevent any of the paintballs from leaving the designated facilities and encroaching into the remainder of the subject property or onto adjacent properties. The existence of residential dwellings in the rear of the General Business District

(GB) zoned property that also houses the outdoor flea market, would typically require the applicant to install an 8' masonry fence along with a 20' landscape buffer including the necessary tree and shrub plantings in accordance with UDC Sec. 21.9.7.G & Sec. 21.9.8.B.3; however, the applicant is already installing a 20' screening net that will obstruct the paintball facility from the neighboring properties. Therefore, due to the unique screening precautions already being taken given the proposed land use, the applicant is requesting to not install the masonry wall and associated landscape buffer along the southeast portion of the property line adjacent to the residential dwellings.

- Landscaping: The proposed Specific Use Permit would not make any modifications to the existing landscaping on-site, and the applicant is not planning to remove any trees on site since the heavily wooded nature of the southeast portion of the subject property will be utilized as part of one of the paintball courses. The removal of any Protected/Heritage class trees on-site will require a Tree Removal Permit and any necessary tree mitigation fees.
- Access and circulation: The subject property's access to the IH-35 frontage road is not proposed to change under the requested Specific Use Permit. The addition of the paintball facilities will also not have a major impact on the subject property's site circulation given that the drive aisles and parking spaces are proposed to remain as they exist today.

A Specific Use Permit (SUP) to allow the 'Commercial Amusement, Outdoor' land use in association with the attached Site Plan would permit the applicant to construct two paintball courses over approximately 10 acres of land on the eastern subject property boundary. Staff recommends approval of the proposed SUP given the request's compatibility with the Comprehensive Plan, the minimal additional impact to the existing and potential adjacent land uses beyond what would be expected along Interstate Highway 35, and the benefit the land use would provide to the community.

- The North Schertz Sector identifies the subject property as Commercial Campus, which is intended primarily for a wider variety of commercial land uses. The requested 'Commercial Amusement, Outdoor' land use is compatible with the Commercial Campus future land use designation; therefore, the proposed SUP is compatible with the Comprehensive Plan.
- The proposed 'Commercial Amusement, Outdoor' land use should also have a minimal impact on the existing and potential surrounding land uses. The paintball courses proposed under this SUP would be constructed along the eastern property boundary and adjacent to the property zoned General Business District (GB) and developed with the outdoor flea market and residential houses; however, the applicant is taking precautionary measures, including installing 20 foot tall screening and protection netting around both courses to ensure there is as little adverse impact to the neighbors as possible. The North Schertz Sector Plan identifies the neighboring properties as Commercial Campus as well, so the development of the 'Commercial Amusement, Outdoor' land use should also have a limited impact on the potential land uses that will develop under the Commercial Campus future land use designation.
- The addition of the paintball courses would also provide an amenity that is not currently present in the City of Schertz. There are very limited commercial properties that offer outdoor entertainment facilities such as the paintball courses proposed under this SUP, and the allowance of the 'Commercial Amusement, Outdoor' land use through the associated site plan would allow for increase the variety of commercial businesses available to our residents, especially along IH-35.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends approval of the Specific Use Permit to allow the 'Commercial Amusement, Outdoor' land use along with the attached site plan, conditioned upon the following:

1. A building permit is approved within one year of the adoption of the SUP ordinance; and
2. The use begins operation within two years of the issuance of the necessary building permit(s).

Attachments

Ordinance 20-S-40

Ordinance 20-S-40 Exhibit A

Aerial Map

Public Hearing Notice Map

Public Hearing Notice Response

ORDINANCE NO. 20-S-40

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW FOR OPERATION OF A COMMERCIAL AMUSEMENT OUTDOOR LAND USE AT 18658 INTERSTATE HIGHWAY 35 NORTH, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS, ALSO KNOWN AS WIEDERSTEIN RANCH LOT 1, BLOCK 1.

WHEREAS, an application for Specific Use Permit to allow a *Commercial Amusement Outdoor* land use at 18658 Interstate Highway 35 North, 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 November 18, 2020, 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 *Commercial Amusement Outdoor* land use; and

WHEREAS, on December 1, 2020, 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 18658 Interstate Highway 35 North, more particularly described in the attached Exhibit A, is hereby approved to allow a *Commercial Amusement Outdoor* 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).

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 1st day of December, 2020.

PASSED, APPROVED AND ADOPTED on final reading the 8th day of December, 2020.

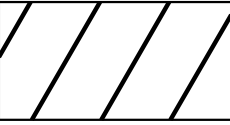
Ralph Gutierrez, Mayor

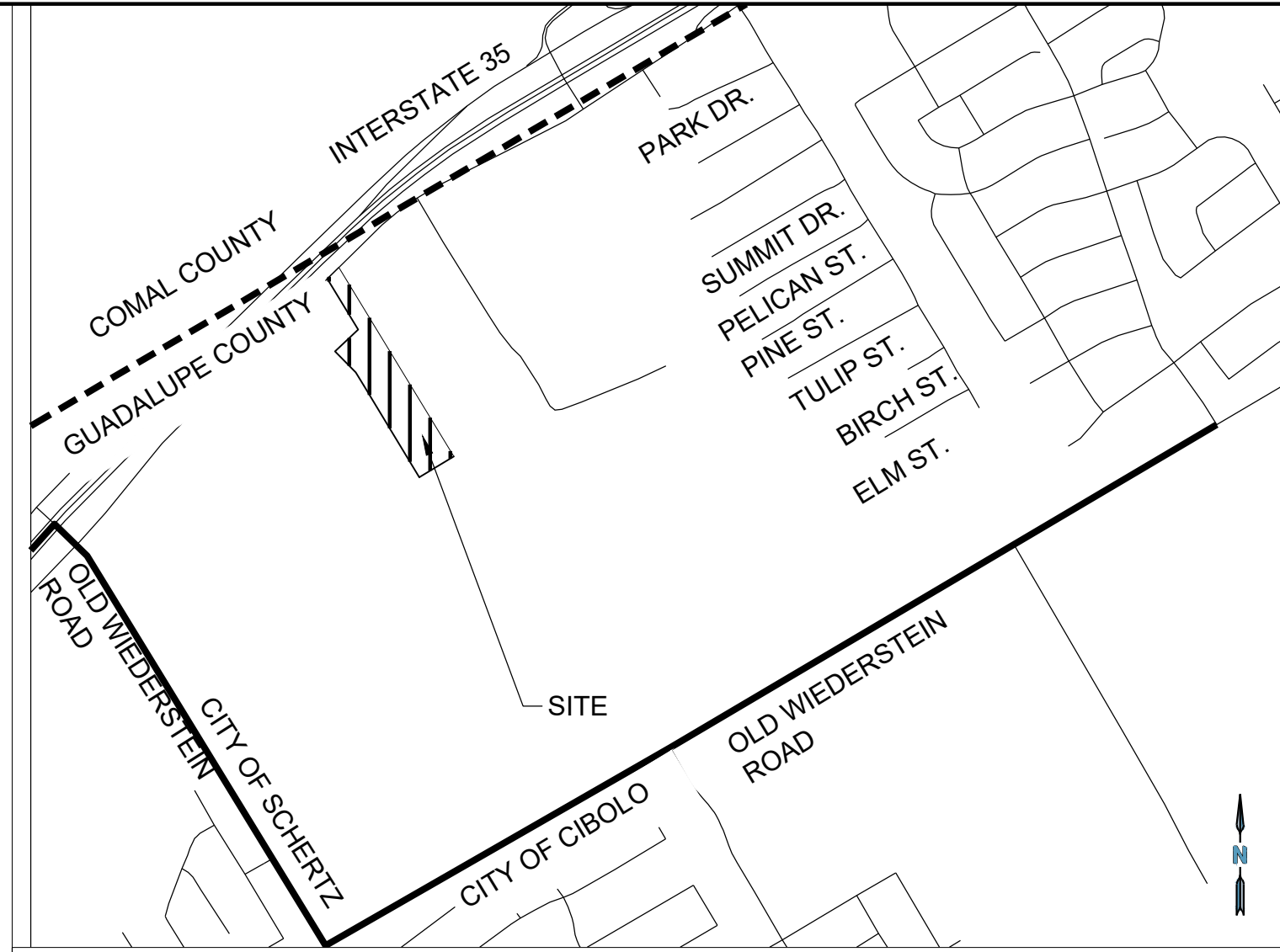
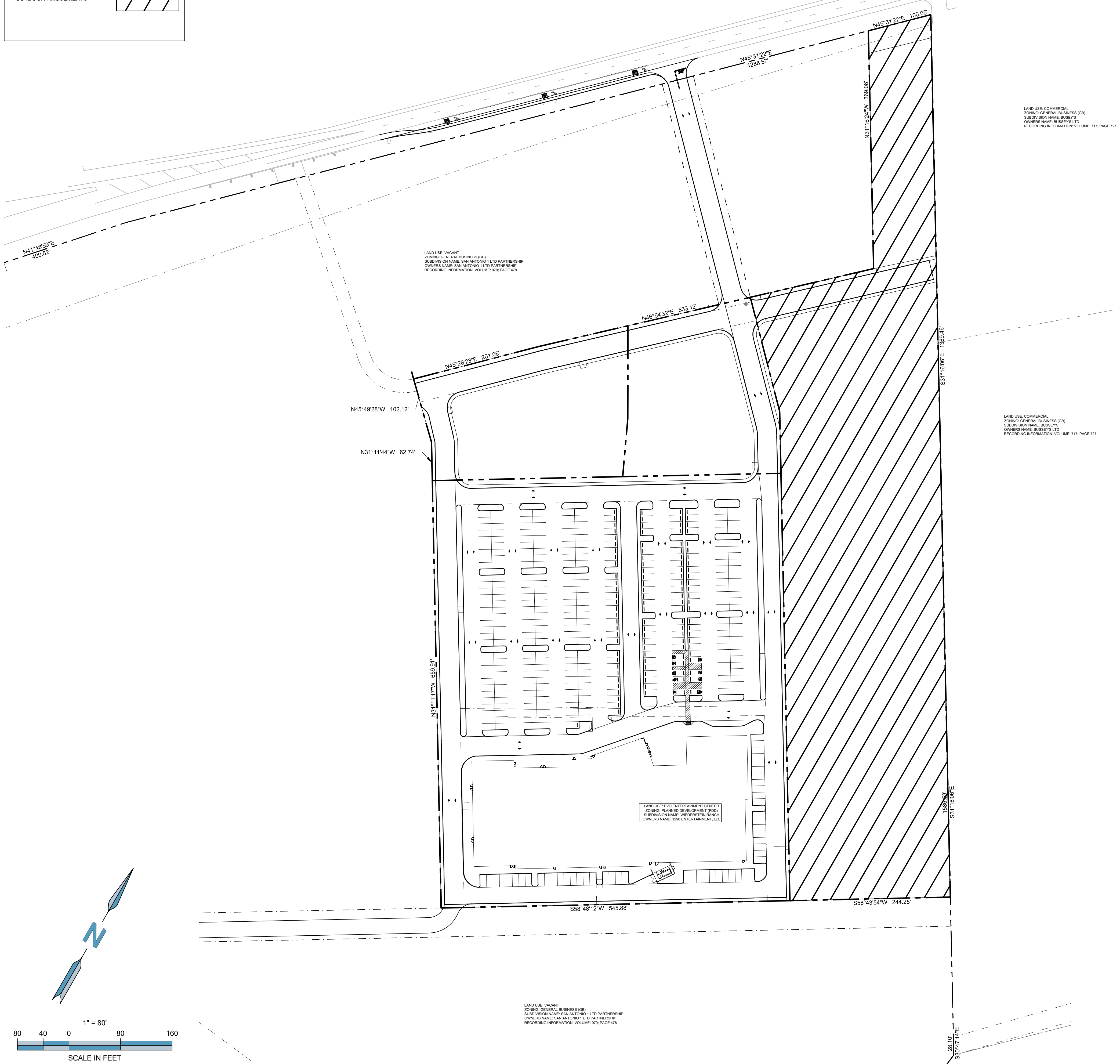
ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)

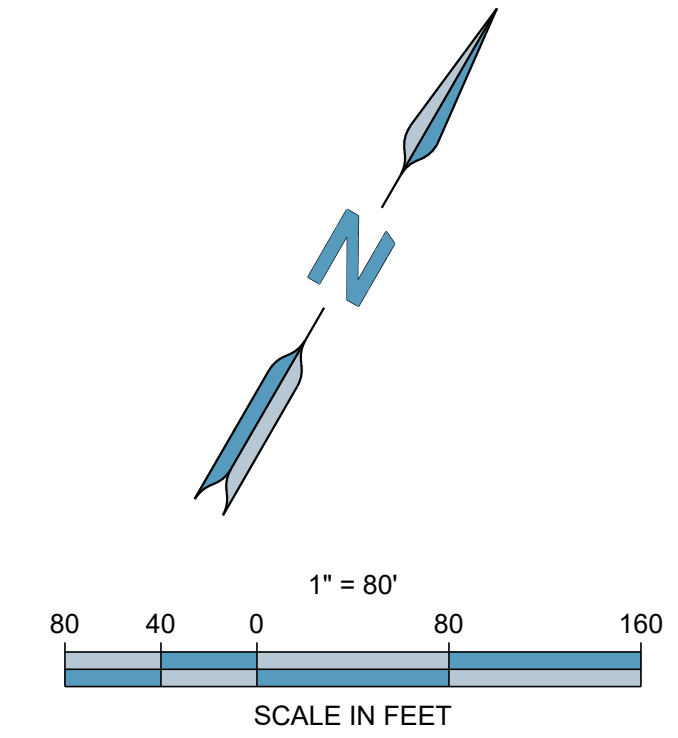
1075.001 (SEC) OLD WIEDERSTEIN RD. & IH-35 (SCHERTZ, TX) DWS EXHIBIT'S ZONING EXHIBIT ADJACENT.DWG

LEGEND

PROPOSED COMMERCIAL OUTDOOR AMUSEMENTS 



VICINITY MAP
SCALE
1" = 1000'



SUP EXHIBIT
WIEDERSTEIN RANCH
LOT 1; BLOCK 1
NORTHEAST CORNER OF OLD WIEDERSTEIN ROAD AND IH-35
SCHERTZ, TX, 78154

OWNER/APPLICANT:
EVO ENTERTAINMENT GROUP
ATTN: CHRIS CLINE
500 W. 2ND STREET
AUSTIN, TEXAS 78701
PH: (214) 632-3358

PREPARED: NOVEMBER 11, 2020

ENGINEER:

FORESITE
group

TBPE Firm No. F-12878
Foresite Group, Inc.
1999 Bryan St.
Suite 890
Dallas, TX 75201

o | 214.939.7123
f | 888.765.8135
w | www.fig-inc.net
D/B/A Foresite Consulting Group of Texas, Inc.

DEVELOPER:

EVO ENTERTAINMENT GROUP

500 W. 2ND STREET
AUSTIN, TX 78701

CONTACT: CHRIS CLINE

PROJECT:

EVO ENTERTAINMENT
SCHERTZ, TEXAS

REVISIONS	DATE

PROJECT MANAGER:	TP
DRAWING BY:	FGI
JURISDICTION:	CITY OF SCHERTZ
DATE:	11/11/2020
TITLE:	

SUP EXHIBIT

SHEET NUMBER:

EXHIBIT A

COMMENTS:

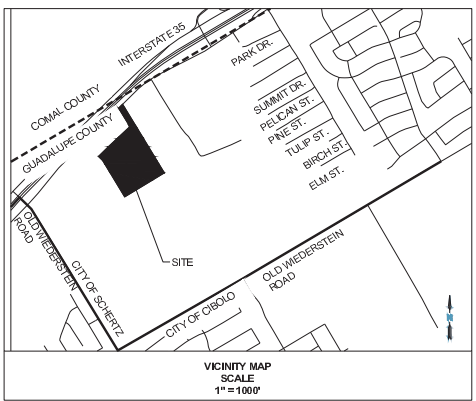
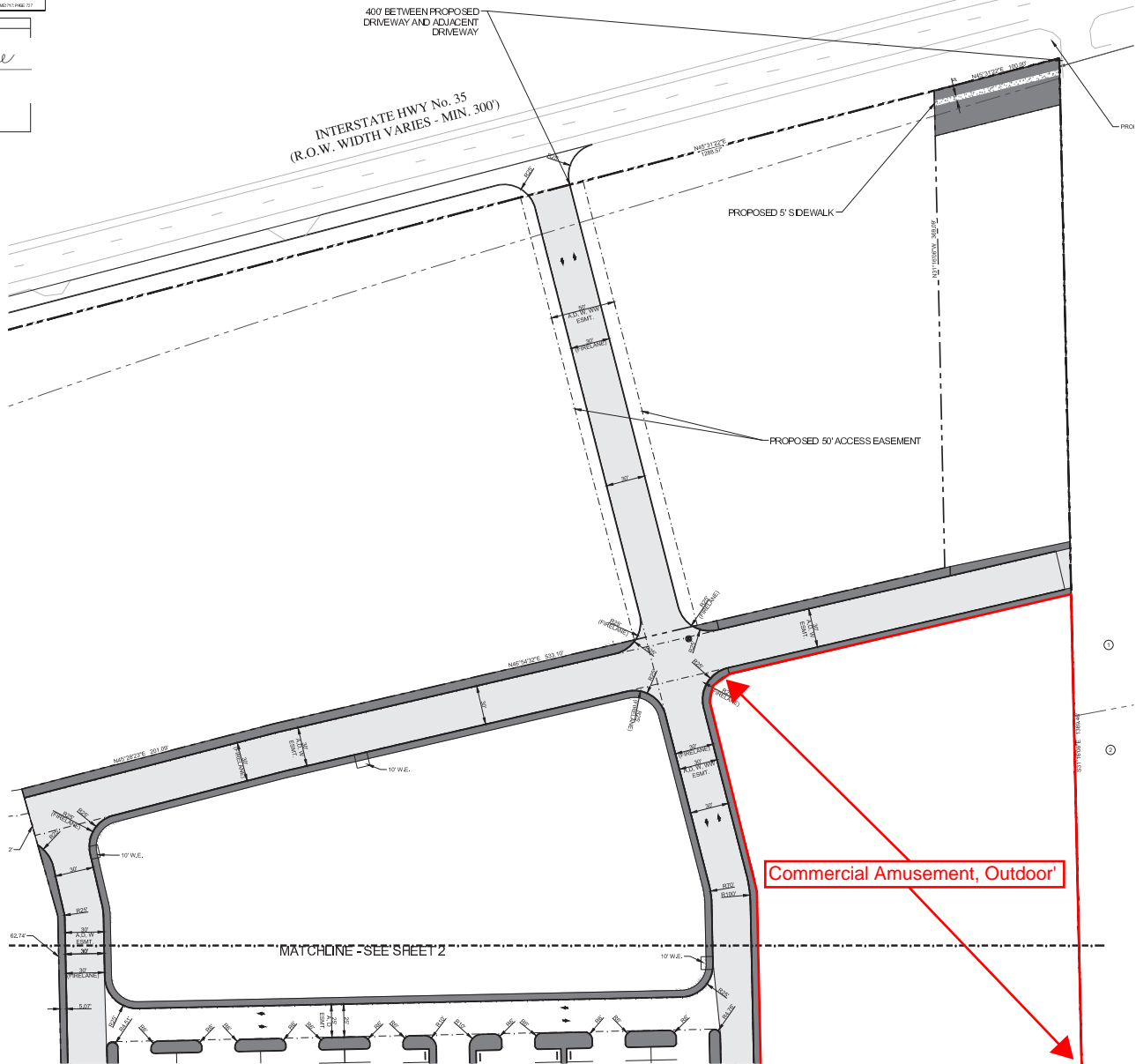
JOB/FILE NUMBER: 1075.001

ADJACENT PROPERTIES

STEPHAN APPROVAL

Approved By *Emily Stecke*

6:12 am, 09/02/2018



SITE DATA SUMMARY

1. PROPOSED USE: THEATER, BOWLING ALLEY, FOOD AND BEVERAGE
2. ZONING: CB (GENERAL BUSINESS)
3. LOT AREA: PROJECT AREA: 17,644.62 SQ. FT. (78,086.4 SF)
4. PROPOSED IMPROVEMENT AREA: 8,294.42 SQ. FT. (387,617 SF)
5. BUILDING AREA: COMMERCIAL RETAIL BUILDING - 15,300 SF
6. BUILDING HEIGHT: 40' TALL
7. FLOOR TO AREA: 15.30:100
8. PARKING PROVIDED: 403 SPACES (1 SPACE PER 160 SF); REQUIRED: 403 SPACES (SEE TABLE FOR MORE DETAILS)
9. HANDICAP PARKING: PROVIDED: 8 SPACES; REQUIRED: 8 SPACES

PARKING TABLE

USE	SEE	PARKING RATIO	PARKING REQUIRED
MOVIE THEATER	110' SECT	1 SPACE PER 100 SQ. FT.	200 PARKING SPACES
BOWLING	RELATES	1 SPACE PER BOWLING LANE	8 PARKING SPACES
AMUSEMENT	560' SF	1 SPACE PER 200 SF	28 PARKING SPACES

- SITE NOTES**
1. THE THROUGH AREAS/ALLEYWAYS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAN.
 2. ACCORDING TO FLOOD INSURANCE RATE MAP PANEL SERVICE OF UNITED STATES FLOOD INSURANCE FLOODPLAIN 2017, THIS SUBDIVISION IS LOCATED IN ZONE X AND IS NOT WITHIN THE 100-YEAR FLOODPLAIN.
 3. UTILITIES, GRADING AND DRAINAGE ARE SHOWN ON CIVIL CONSTRUCTION PLANS FOR FACILITY.

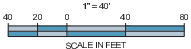
LEGEND

- STANDARD DUTY CONCRETE PAVING
- DOT SPECIFICATION CONCRETE PAVING
- CONCRETE SIDEWALK PAVING
- PROPERTY LINE
- PARKING COUNT
- TRAFFIC SIGN
- PAINTED TRAFFIC CARRIWAYS
- TRAFFIC FLOW LANE DESIGNATION
- AREA TO BE LANDSCAPED
- FIRE LANE (ALL PAVEMENT IS CONCRETE)
- ACCESSIBLE PARKING STALL
- TRASH COMPACTOR

Commercial Amusement, Outdoor!

SITE PLAN EXHIBIT
(SHEET 1 OF 3)

WIEDERSTEIN RANCH
LOT 1; BLOCK 1
NORTHEAST CORNER OF OLD WIEDERSTEIN ROAD AND IH-35
SCHERTZ, TX, 78154



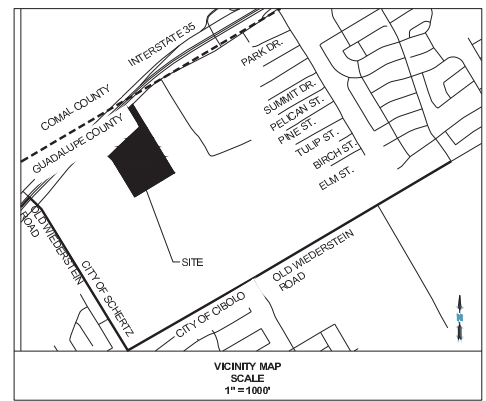
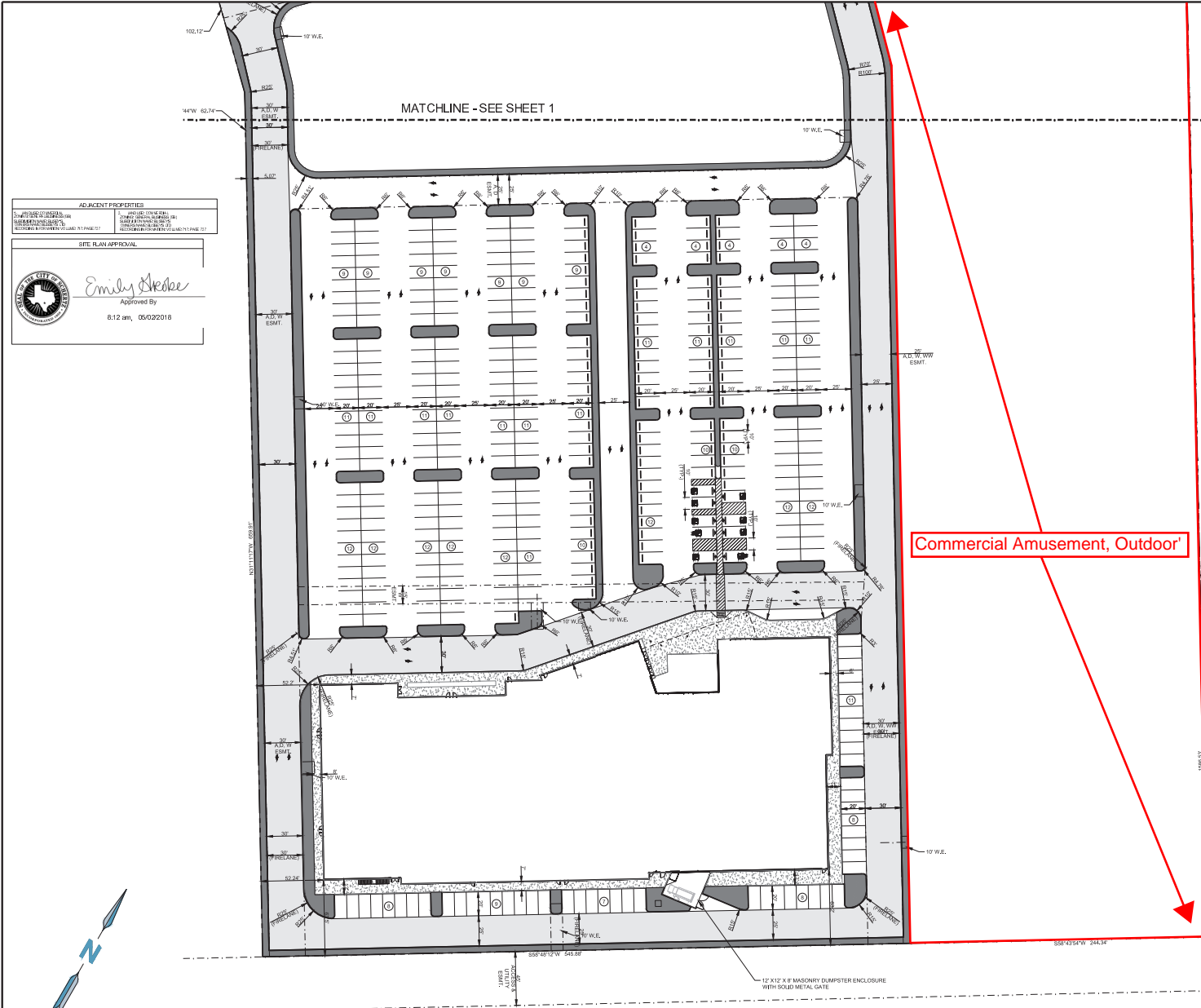
OWNER:
FIVE STAR ENTERTAINMENT, LLC
1218 WINDSORWOOD DRIVE, SUITE 100
SAN MARCO, TEXAS 78686
CONTACT: MR. MITCHELL G. ROBERTS
PH: (512) 353-8866

APPLICANT:
FORE SITE GROUP, INC.
1818 BROWN STREET, SUITE 800
DALLAS, TX 75201
CONTACT: MR. TRAVIS PHELLET
PH: (214) 932-1123

DEVELOPER:
FIVE STAR DEVELOPMENT
116 JEFFERSON STREET, SUITE 202
HUNTSVILLE, AL 35891
CONTACT: MR. MARCO SWITH
PH: (205) 952-0262

SURVEYOR:
SPRONKER AND ASSOCIATES
310 BERRY STREET, SUITE 103
DALLAS, TEXAS 75201
CONTACT: MR. ERIC SPRONKER, R.F.L.S.
PH: (972) 636-8418
FIRM REGISTRATION NO. 0505000
SURVEY PREPARED: APRIL 2018

PREPARED: APRIL 9, 2018



ADJACENT PROPERTIES
 1. 1401 W. W. W. ESM.T. (1401 W. W. W. ESM.T.)
 2. 1401 W. W. W. ESM.T. (1401 W. W. W. ESM.T.)
 3. 1401 W. W. W. ESM.T. (1401 W. W. W. ESM.T.)
 4. 1401 W. W. W. ESM.T. (1401 W. W. W. ESM.T.)
 5. 1401 W. W. W. ESM.T. (1401 W. W. W. ESM.T.)
 6. 1401 W. W. W. ESM.T. (1401 W. W. W. ESM.T.)
 7. 1401 W. W. W. ESM.T. (1401 W. W. W. ESM.T.)
 8. 1401 W. W. W. ESM.T. (1401 W. W. W. ESM.T.)
 9. 1401 W. W. W. ESM.T. (1401 W. W. W. ESM.T.)
 10. 1401 W. W. W. ESM.T. (1401 W. W. W. ESM.T.)

SITE PLAN APPROVAL
 Approved By
Emily Stecke
 8.12 am, 05/02/2018

SITE DATA SUMMARY

- PROPOSED USE: THEATER, BOOKS, GALLERY, PROGRAMMING
- ZONING: CB (GENERAL BUSINESS)
- LOT AREA: PROJECT AREA: 17.6 AC. (784,664 SF)
- PROPOSED IMPROVEMENT AREA: 8.26 AC. (358,443 SF) (75%)
- BUILDING AREA: COMMERCIAL RETAIL BUILDING = 15,300 SF
- BUILDING HEIGHT: 40' TALL
- FLOOR TO AREA: 10:1 (10')
- PARKING PROVIDED: 403 SPACES (1 SPACE PER 160 SF, REQUIRED: 403 SPACES (SEE TABLE FOR MORE DETAILS))
- HANDICAP PARKING: PROVIDED: 8 SPACES, REQUIRED: 8 SPACES

PARKING TABLE

USE	SEE	PARKING RATIO	PARKING REQUIRED
MOVIE THEATER	7.08 SECT	1 SPACE PER 160 SQ FT	208 PARKING SPACES
BOOKING	RELATES	1 SPACE PER 200 SQ FT	8 PARKING SPACES
AMUSEMENT	5.60 SECT	1 SPACE PER 200 SF	28 PARKING SPACES

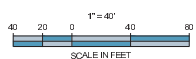
SITE NOTES

- THE THROUGH ARE ALLOWED TO BE SHOWN ON THE EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAN.
- ACCORDING TO FLOOD HAZARD RISK MAP PANEL 100101C OF GATED NUMBER 2, 2017, THIS SUBDIVISION IS LOCATED IN ZONE X AND IS NOT WITHIN THE 100-YEAR FLOODPLAIN.
- UTILITIES, GRADING AND DRAINAGE ARE SHOWN ON CIVIL CONSTRUCTION PLANS FOR FACILITY.

LEGEND

- STANDARD DUTY CONCRETE PAVING
- DOT SPECIFICATION CONCRETE PAVING
- CONCRETE SIDEWALK PAVING
- PROPERTY LINE
- PARKING COUNT
- TRAFFIC SIGN
- PAINTED TRAFFIC CARRIWAYS
- TRAFFIC FLOW LANE REVERSIION
- ACREAGE TO BE LANDSCAPED
- FIRE LANE (ALL PAVEMENT IS CONCRETE)
- ACCESSIBLE PARKING STALL
- TRASH COMPACTOR

Commercial Amusement, Outdoor



OWNER:
 1218 ENTERTAINMENT, LLC
 1218 WANDERWOLF DRIVE, SUITE 1218
 SAN MARCO, TEXAS 78686
 CONTACT: MR. MITCHELL G. ROBERTS
 PH: (512) 353-8866


APPLICANT:
 FORESITE GROUP, INC.
 1818 JOFFERSON STREET, SUITE 800
 DALLAS, TX 75201
 CONTACT: MR. TRAVIS PHELLET
 PH: (214) 938-1123

DEVELOPER:
 FIVE STAR DEVELOPMENT
 114 JOFFERSON STREET, SUITE 202
 HUNTSVILLE, AL 35811
 CONTACT: MR. MARLIN SMITH
 PH: (256) 982-6260

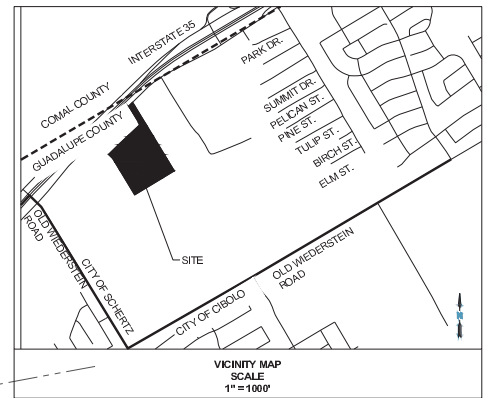
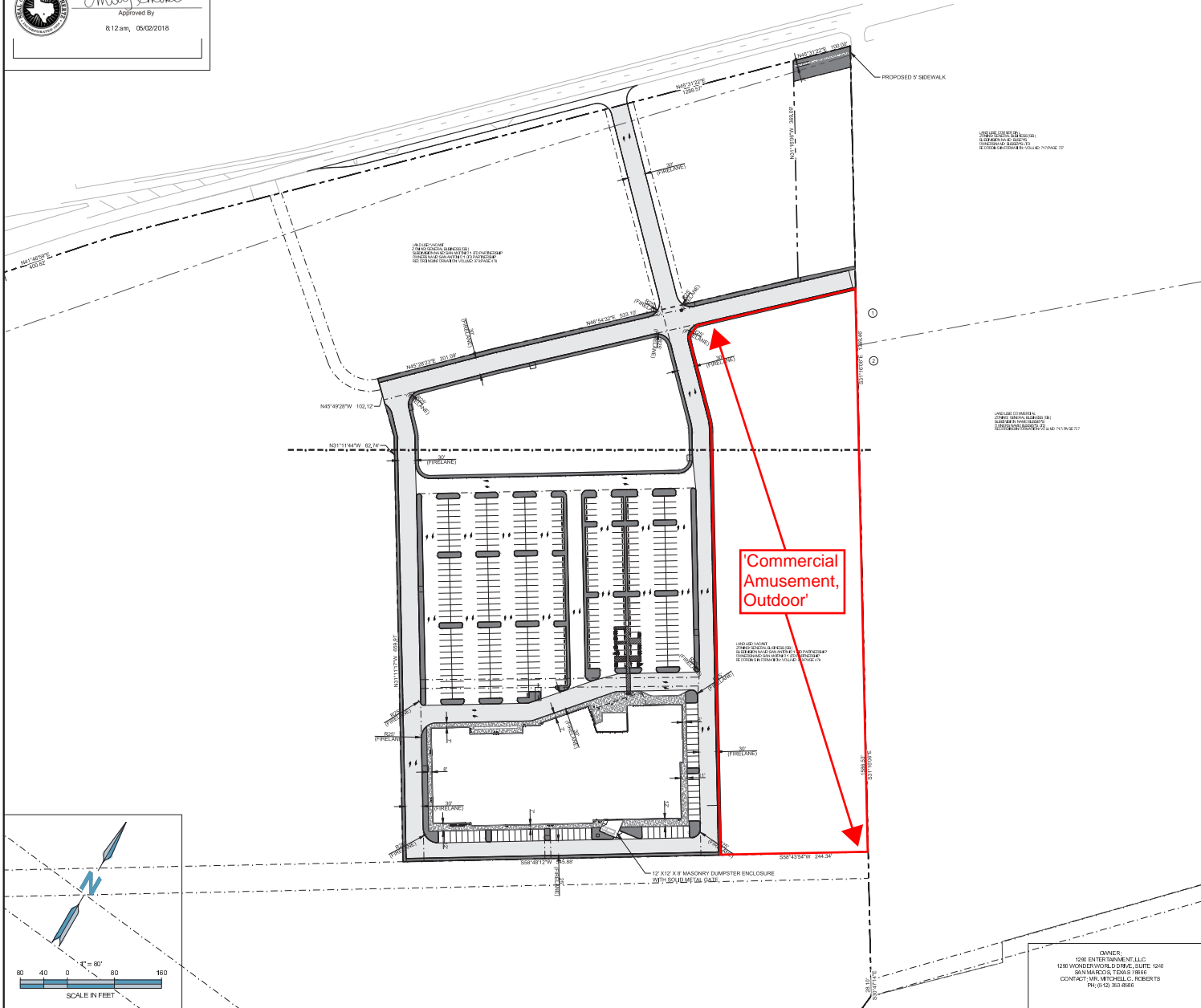
SURVEYOR:
 SPOONER AND ASSOCIATES
 318 BYERS STREET, SUITE 101
 ELLENS, TEXAS 76839
 CONTACT: MR. ERIC SPOONER, R.L.S.
 PH: (817) 628-8428
 REGISTRATION NO. 0259180
 SURVEY PREPARED APRIL 2018

PREPARED: APRIL 9, 2018

SITE PLAN APPROVAL



Approved By
Emily Stebe
8:12 am, 05/02/2018



SITE DATA SUMMARY

- PROPOSED USE: THEATER, BOWLING ALLEY, FOOD BEVERAGE
- ZONING: CB (GENERAL BUSINESS)
- LOT AREA: PROJECT AREA 174,642.00 SQ. FT. (3.98 AC.)
- PROPOSED IMPROVEMENT AREA: 8,294.43 SQ. FT. (1.90 AC.)
- BUILDING AREA: COMMERCIAL RETAIL BUILDING - 10,300 SF
- BUILDING HEIGHT: 02' TALL
- FLOOR TO AREA: 10.15:1
- PARKING PROVIDED: 413 SPACES (1 SPACE PER 160 SF); REQUIRED: 413 SPACES (SEE TABLE FOR MORE DETAILS)
- HANDICAP PARKING PROVIDED: 8 SPACES; REQUIRED: 8 SPACES

PARKING TABLE

USE	SIZE	PARKING RATIO	PARKING REQUIRED
MOVIE THEATER	1100 SQ. FT.	1 PARKING SPACE PER 1000 SQ. FT.	200 PARKING SPACES
BOWLING	10,300 SF	1 SPACE PER 1000 SQ. FT.	8 PARKING SPACES
AMUSEMENT	5600 SF	1 SPACE PER 200 SF	28 PARKING SPACES

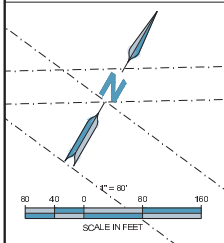
- SITE NOTES**
- THE THROUGHWAY ALIGNMENTS SHOWN ON THE EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAN.
 - ACCORDING TO FLOOD HAZARD RATE MAP PANEL 100000100 OF WATER NUMBER 2, 2017, THIS SUBMISSION IS LOCATED IN ZONE X AND IS NOT WITHIN THE 100-YEAR FLOODPLAIN.
 - UTILITIES, GRADING AND DRAINAGE ARE SHOWN ON CIVIL CONSTRUCTION PLANS FOR FACILITY.

LEGEND

- STANDARD DUTY CONCRETE PAVING
- DOT SPECIFICATION CONCRETE PAVING
- CONCRETE SIDEWALK PAVING
- PROPERTY LINE
- PARKING COUNT
- TRAFFIC SIGN
- PAINTED TRAFFIC CARRIWAYS
- TRAFFIC/FLY LANE REDEVELOPMENT
- AREA TO BE LANDSCAPED
- FIRE LANE (ALL PAVEMENT IS CONCRETE)
- ACCESSIBLE PARKING STALL
- TRASH COMPACTOR

SITE PLAN EXHIBIT
(SHEET 3 OF 3)

WIEDERSTEIN RANCH
LOT 1, BLOCK 1
NORTHEAST CORNER OF OLD WIEDERSTEIN ROAD AND IH-35
SCHERTZ, TX, 78154



OWNER:
1200 ENTERTAINMENT, LLC
1200 WINDERMERE LANE, SUITE 1200
SAN MARCO, TEXAS 78686
CONTACT: MR. MITCHELL C. ROBERTS
PH: (512) 353-8866

APPLICANT:
FOUR SITE GROUP, INC.
1800 BRAY STREET, SUITE 800
DALLAS, TX 75201
CONTACT: MR. TRAVIS PRILETT
PH: (214) 938-1123

DEVELOPER:
FIVE STAR DEVELOPMENT
116 JEFFERSON STREET, SUITE 202
HUNTSVILLE, AL 35891
CONTACT: MR. MARCO SWITH
PH: (256) 929-0260

SURVEYOR:
SPOONER AND ASSOCIATES
208 BYERS STREET, SUITE 100
ELLESBURG, TEXAS 78638
CONTACT: MR. DICK SPINNER, R.P.L.S.
PH: (512) 68-8418
PRM REGISTRATION NO. 1225-000
SURVEY PREPARED APRIL 2018

PREPARED: APRIL 9, 2018

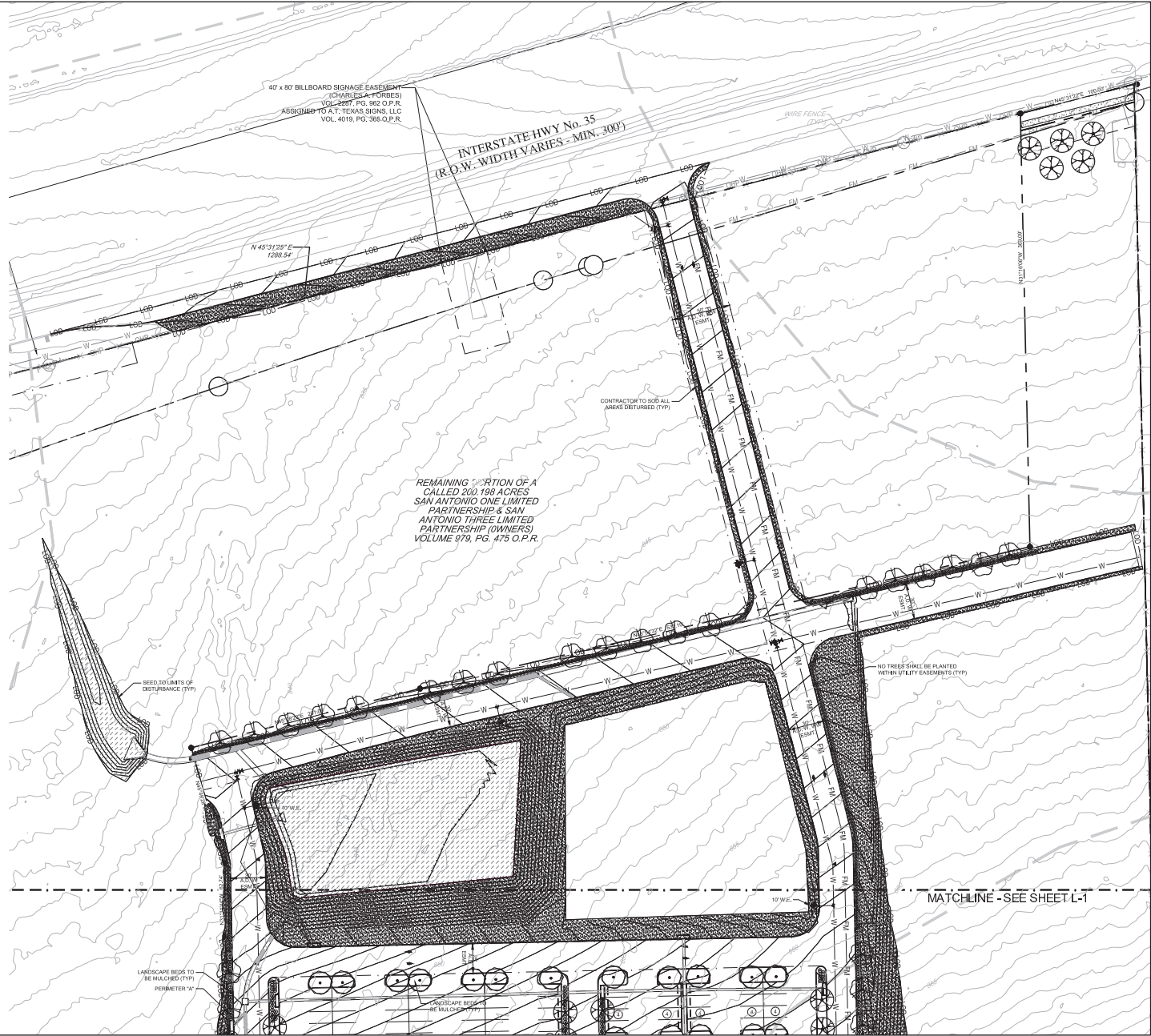
FOR PLANT SCHEDULE, SEE SHEET L-1.



Emily Stecke

Approved By

8:13 am, 05/02/2018



ENGINEER:
FORESITE
 group
 T&E Firm No. F-12078
 Foresite Group, Inc.
 1999 Ryan St.
 Suite 100
 Dallas, TX 75201
 D:\B\Foresite Consulting Group of Texas, Inc.
 o | 214.939.7123
 f | 817.954.9135
 w | www.foresite.net

DEVELOPER:
EVO ENTERTAINMENT GROUP
 1290 WONDER WORLD DRIVE
 SUITE 1240
 SAN MARCUS, TX 78666
 CONTACT: MITCHELL C. ROBERTS

PROJECT:
**EVO ENTERTAINMENT
 SCHERTZ, TEXAS**

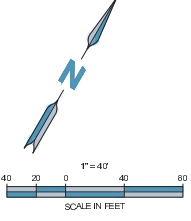
SEAL:
 THESE PLANS WERE PREPARED UNDER THE SUPERVISION AND DIRECTION OF
 SEAN FAULKNER, PE #92591
 THESE PLANS ARE RELEASED FOR INITIAL REVIEW PURPOSES ONLY.
 THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

REVISIONS	DATE

PROJECT MANAGER: TP
 DRAWING BY: KCM
 JURISDICTION: CITY OF SCHERTZ
 DATE: 04/05/2018
 TITLE:

LANDSCAPE PLAN
 SHEET NUMBER: **L-1.1**
 COMMENTS: NOT RELEASED FOR CONSTRUCTION
 JOBFILE NUMBER: 1075.001

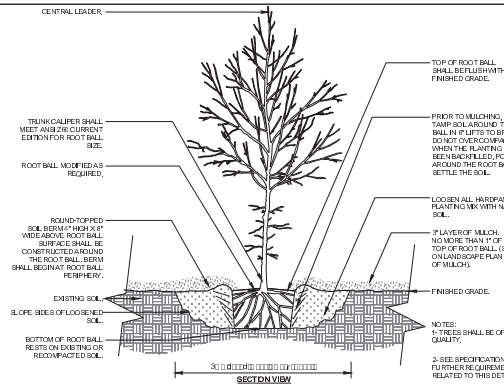
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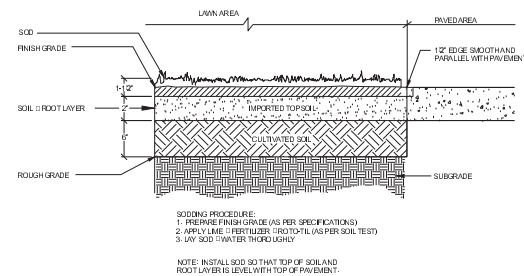
Emily Skeke
Approved By

8:13 am, 05/02/2018



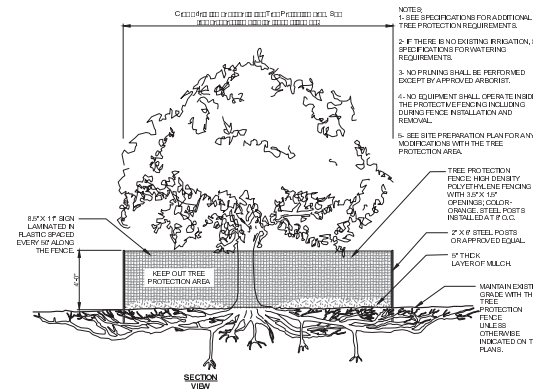
4 TREE PLANTING
12" = 1'-0"

UPA TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE
000501



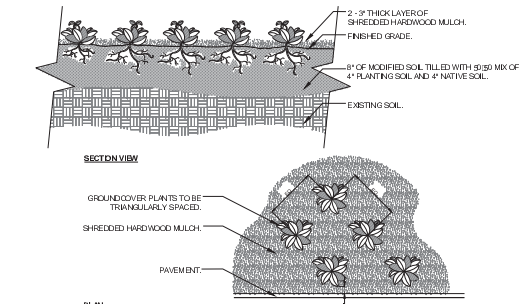
1 SOD INSTALLATION
NOT TO SCALE

UPA TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE
000501



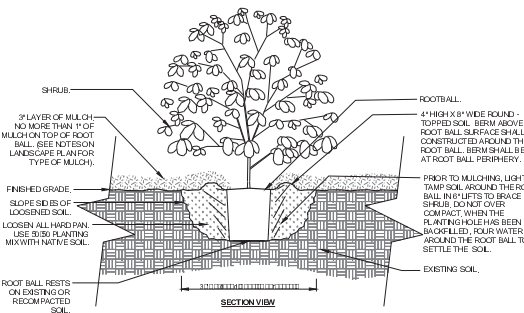
5 TREE PROTECTION
12" = 1'-0"

UPA TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE
FX-PL-FXTRMT-02
000501



2 GROUND COVER
3/8" = 1'-0"

UPA TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE
000501



3 SHRUB PLANTING
3/8" = 1'-0"

UPA TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE
000501

ENGINEER:
FORESITE group
FOPE Firm No. F-1-2078
Foresite Group, Inc.
1999 Bryan St.
Suite 100
Dallas, TX 75201
www.foresite.net
D&B Foresite Consulting Group of Texas, Inc.

DEVELOPER:
EVO ENTERTAINMENT GROUP
1200 WOODER WORLD DRIVE
SUITE 1240
SAN MARCUS, TX 78666
CONTACT: MITCHELL C. ROBERTS

PROJECT:
EVO ENTERTAINMENT SCHERTZ, TEXAS

SEAL:
THESE PLANS WERE PREPARED UNDER THE SUPERVISION AND DIRECTION OF
SEAN FAULNER, PE #192591
THESE PLANS ARE RELEASED FOR INITIAL REVIEW PURPOSES ONLY.
THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

REVISIONS	DATE

PROJECT MANAGER: TP
DRAWING BY: KCN
JURISDICTION: CITY OF SCHERTZ
DATE: 04/05/2018
TITLE: _____

LANDSCAPE DETAILS
SHEET NUMBER: **L-2**
COMMENTS: NOT RELEASED FOR CONSTRUCTION
JOBFILE NUMBER: 1075.001

CITY APPROVAL

Emily Skoke
Approved By

8:13 am, 05/02/2018



ENGINEER

FORESITE group

TSPE Firm No. F-12678
ForesiteGroup, Inc.
1999 Bryan St.
Suite 800
Dallas, TX 75201
D:\BA\Foresite Consulting Group d Texas, Inc.

o | 214.939.7123
f | 988.9538.135
w | www.foresite.net

DEVELOPER

EVO ENTERTAINMENT GROUP

1290 WONDER WORLD DRIVE
SUITE 1240
SAN MARCUS, TX 78666

CONTACT: MITCHELL C. ROBERTS

PROJECT

**EVO ENTERTAINMENT
SCHERTZ, TEXAS**

SEAL

San Fakh
4-23-18

REVISIONS DATE

△ CITY COMMENTS 04/25/2018

PROJECT MANAGER: TP

DRAWING BY: FGI

JURISDICTION: CITY OF SCHERTZ

DATE: 04/25/2018

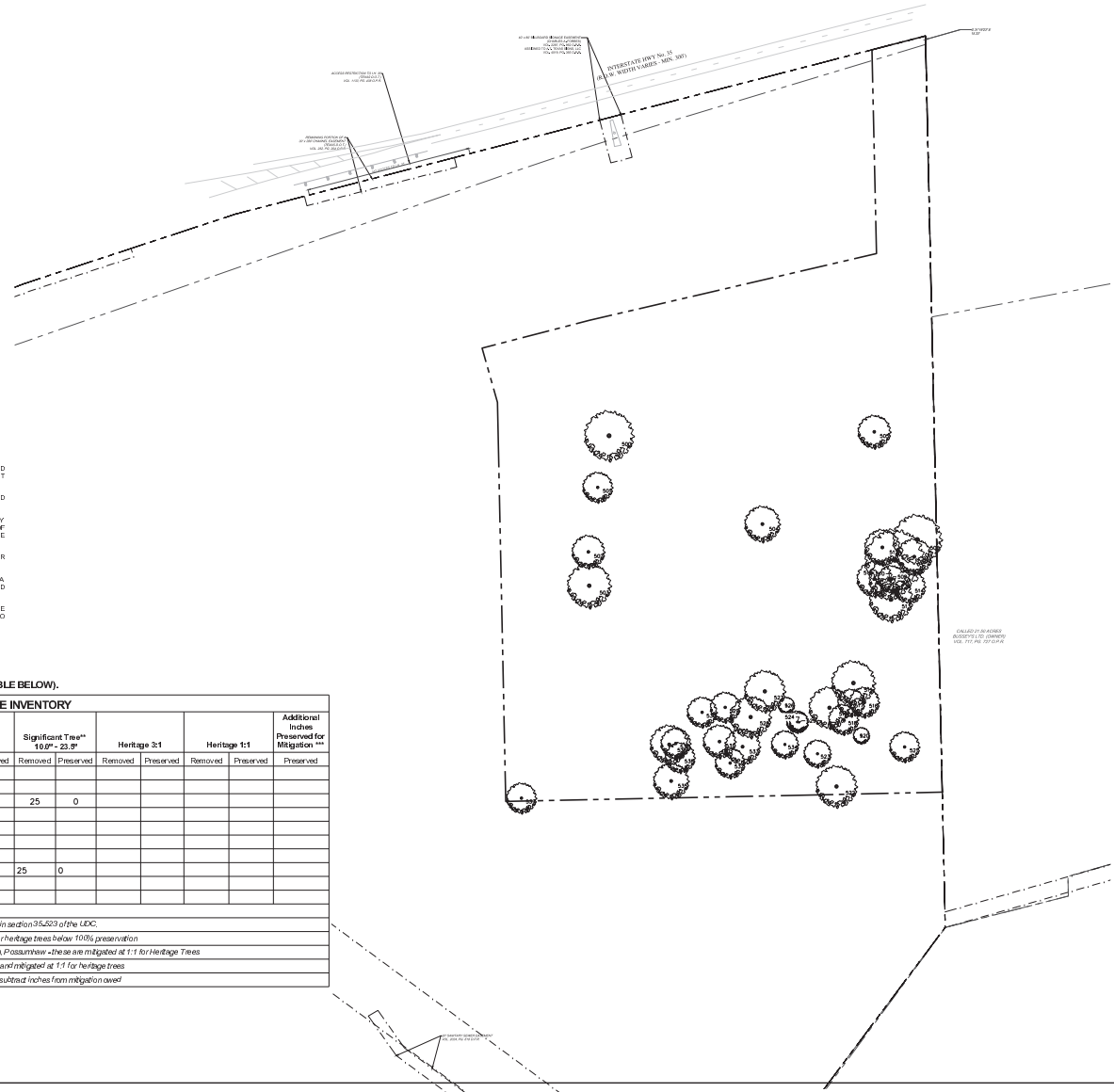
TITLE:

TREE PRESERVATION PLAN

SHEET NUMBER: **L-3**

COMMENTS: NOT RELEASED FOR CONSTRUCTION

JOBFILE NUMBER: 1075.001



TREE LEGEND

Point #	TREE
500	18" CEDAR
501	11" CEDAR
502	12" CEDAR
503	16" CEDAR
504	13" CEDAR
505	12" CEDAR
506	18" MESQUITE
508	22" MESQUITE
509	10" HUBSACHE
510	15" HUBSACHE
511	13" HACKBERRY
512	13" MESQUITE
513	16" HACKBERRY
515	16" CEDAR
516	11" CEDAR
517	10" CEDAR
518	11" CEDAR
519	15" MESQUITE
520	6" BUMELIA
521	11" CEDAR

TREE LEGEND

Point #	TREE
522	15" MESQUITE
523	10" CEDAR
524	6" PERSIMMON
525	7" PERSIMMON
526	6" PERSIMMON
527	15" CEDAR
528	15" CEDAR
529	11" CEDAR
530	11" CEDAR
531	12" CEDAR
532	11" CEDAR
533	13" CEDAR
534	10" CEDAR
535	13" CEDAR
536	14" CEDAR
537	11" CEDAR
538	11" CEDAR
539	11" CEDAR

TREE PROTECTION NOTES:

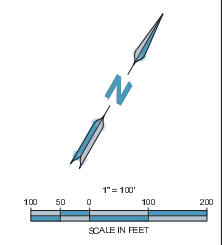
- PROTECTED TREES:** TREES HAVING A DBH BETWEEN 4" AND 18" AND LESS THAN 24" HEIGHT.
- HERITAGE TREES:** TREES HAVING A DBH GREATER THAN OR EQUAL TO 24"
- ALL TREES SHALL BE PROTECTED BY A FENCE, FRAME OR BOX CONSTRUCTED AROUND THE DRINKLINE OF THE PRESERVED TREE. PROTECTION MEASURES MAY NOT BE REMOVED UNTIL CONSTRUCTION IS COMPLETE.
 - A MINIMUM OF THREE INCHES (3") OF MULCH OR COMPOST SHALL BE SPREAD BEYOND THE DRINKLINE OF THE PRESERVED TREE.
 - NO PERSON SHALL EXCAVATE ANY DITCHES, TUNNELS, OR TRENCHES, PLACE ANY IRVING MATERIAL OR PLACE ANY DRIVE OR PARKING AREA WITHIN THE DRP LINE OF ANY PROTECTED OR HERITAGE TREE WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY MANAGER OR HIS DESIGNER AT THE TIME OF SITE PLAN APPROVAL.
 - NO PERSON SHALL ATTACH ANY ROPE, WIRE, NAILS, ADVERTISING POSTERS OR OTHER CONTRAINDICATE TO ANY PROTECTED OR HERITAGE TREE.
 - IF ANY OAK TREE IS WOUNDED BY INTENTIONAL DAMAGE OR PRUNING OR AS A RESULT OF NATURAL CAUSES, THE DAMAGED AREA SHALL BE IMMEDIATELY TREATED WITH TREE WOUND DRESSING.
 - ALL NECESSARY AND REASONABLE EFFORTS SHALL BE GIVEN DURING THE PERMITTED REMOVAL OF ANY TREES TO UTILIZE BEST KNOWN PRACTICES TO PREVENT THE SPREAD OF OAK WILT DISEASE TO OTHER SURROUNDING TREES.

9 MITIGATION INCHES REQUIRED (SEE TREE INVENTORY TABLE BELOW).

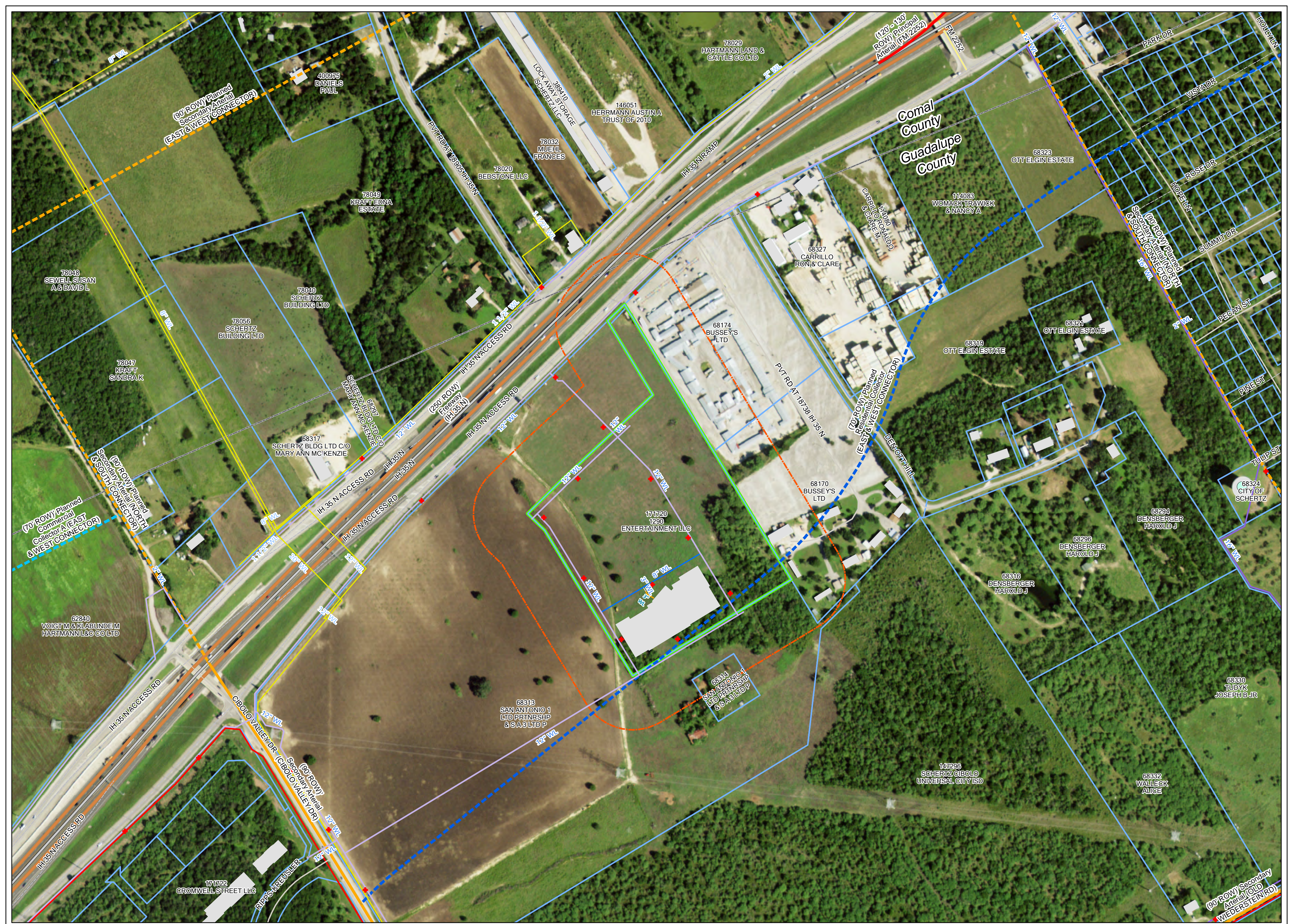
TREE INVENTORY

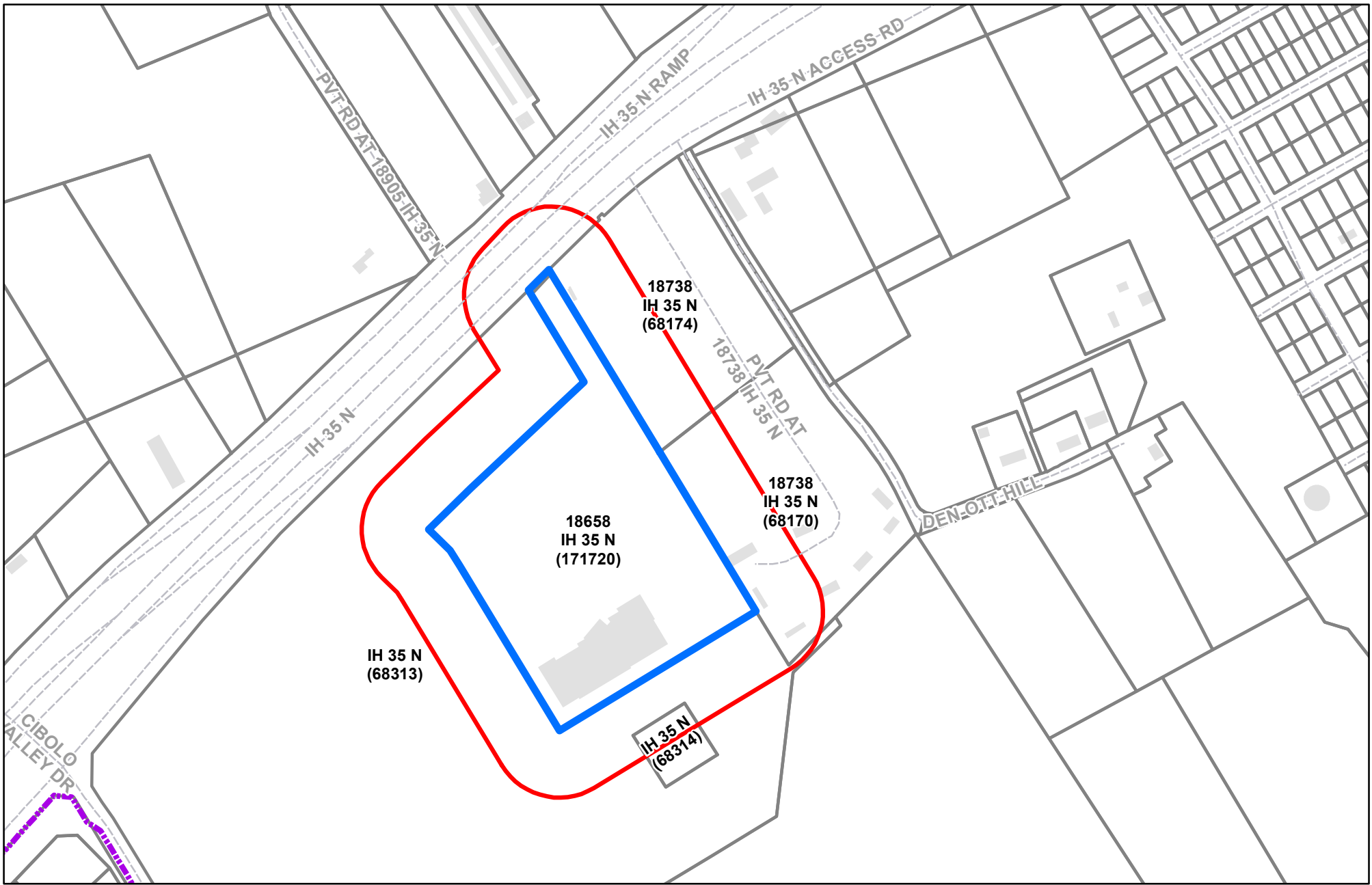
Tag #	Species	Understory Species* 6" - 11.9"		Significant Tree 6" - 23.9"		Significant Tree** 10" - 23.9"		Heritage 3:1		Heritage 1:1		Additional Inches Preserved for Mitigation ***
		Removed	Preserved	Removed	Preserved	Removed	Preserved	Removed	Preserved	Removed	Preserved	
1	Cedar (exempt)											
2	Mesquite (exempt)					25	0					
3	Hubsache											
4	Hackberry (exempt)											
5	Bumelia			6	0							
6	Persimmon	21	0									
Sub. Tot. Inches:		21	0	6	0	25	0					
Total inches by category:												

Preserved: Trees to remain that meets root protection zone requirements described in section 35.523 of the UDC.
Mitigation 1:1 for significant trees below minimum preservation requirements; 3:1 for heritage trees below 100% preservation
 * Small species: Coastlive, Redbud, Tx. Mountain Laurel, Tx. Persimmon, Hawthorn, Possumhaw - these are mitigated at 1:1 for Heritage Trees
 ** Alpha Juniper, Hubsache, Mesquite, Arizona Ash, Hackberry protected at 10" dbh and mitigated at 1:1 for heritage trees
 *** Mitigation Trees: Upright azalea trees to be used for mitigation calculations; submit inches from mitigation owed





P:\1075.001 (EVO) Dwg. WEDNESDAY, APR 25, 2018 10:45 AM SCHERTZ, TX\WORK\1075-001-1 TREE PRESERVATION PLAN.dwg





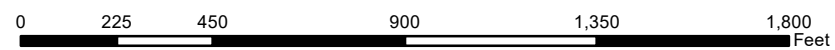
City of Schertz
WIEDERSTEIN RANCH

 200' Notification Buffer  Parcel Boundaries



Last Update: November 4, 2020
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 product(s) described herein at any time.



Nick Koplyay

From: Busseys Fm <busseysfm@gmail.com>
Sent: Thursday, November 19, 2020 10:56 AM
To: planning@schertz.com
Subject: Busseys input

Follow Up Flag: Follow up
Flag Status: Flagged

Good Day Nick, Busseys has reviewed the current setup for the EVO paintball course and has no issues at this time.

Thank you,
Steven Smith, president
Busseys Flea Market
2104646477

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: Executive Team
Subject: Ordinance No. 20-T-39 - Conduct a public hearing, consideration and/or action upon an Ordinance to extend the term of the Tax Increment Financing Reinvestment zone No. 2 (Sedona/Crossvine) and expand the boundaries. *First Reading (B. James)*

BACKGROUND

In 2006 the City Council approved Ordinance 6-T-61 creating the Tax Increment Reinvestment Zone (TIRZ) #2 which is known as the Sedona/Crossvine TIRZ. Initially, it was intended to run until 2027 and had an area of approximately 825 acres. In addition to the City of Schertz, Bexar County and the San Antonio River authority participate in the TIRZ #2. The developer of the Crossvine approached the City about extending the TIRZ #2 to 2041 and expanding the boundaries to 952 acres. On September 22, 2020, the City Council approved Resolution 20-R-107 authorizing an Amended Development Agreement, Project/Financing Plan and Interlocal Agreement. These items were recommended for approval by the TIRZ Board on August 21, 2020. These documents incorporate the extension and expansion.

State Law requires the extension and expansion to be approved by Ordinance. As such, Staff is requesting City Council approve Ordinance 20-T-39 authorizing the extension and expansion as reflected in the approved Amended Development Agreement, Project/Financing Plan and Interlocal Agreement.

GOAL

Provide for the continued high quality of development in the TIRZ by responding to changing economic and land use conflicts by amending the term of the TIRZ #2 and boundaries.

COMMUNITY BENEFIT

The approval of the amendment allows for the orderly and high quality development of the area and responds to the unique issues and challenges of the economy and the area.

SUMMARY OF RECOMMENDED ACTION

Approval of Ordinance 20-T-39 authorizing the extension and expansion of the TIRZ #2 in conjunction with the recently approved Project and Finance Plan, Interlocal Agreement and Development Agreement.

FISCAL IMPACT

The extension of the TIRZ #2 boundaries allows for a longer period of time for the developer to receive the maximum reimbursement and the expansion of the boundaries allows the increment to be collected from a larger area.

RECOMMENDATION

Staff recommends approval of Ordinance 20-T-39.

Attachments

Ordinance 20-T-39
CCM Sept 20, 2020
Res 20 R 107

ORDINANCE NO. 20-T-39

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO EXTEND THE TERM OF THE TAX INCREMENT REINVESTMENT FINANCE ZONE NO. 2 (SEDONA/CROSSVINE) AND EXPAND THE BOUNDARIES, CITY OF SCHERTZ, TEXAS.

WHEREAS, in accordance with the Tax Increment Financing Act, Texas Tax Code, Chapter 311, the City Council of the City of Schertz through Ordinance 06-T-61 designated the Tax Increment Reinvestment Zone #2 (Sedona/Crossvine) generally located on the west side of FM 1518, north of Ware Seguin Road and primarily south of Lower Seguin Road;

WHEREAS, on August 21, 2020 the TIRZ #2 (Sedona/Crossvine) board voted to amend the Development Agreement, Project/Financing Plan and Interlocal Agreement for the TIRZ #2 (Sedona/Crossvine) including expanding the boundaries, extending the term and increasing the maximum reimbursement amount; and

WHEREAS, on September 22, 2020 the City Council of the City of Schertz approved Resolution 20-R-107 Development Agreement, Project/Financing Plan and Interlocal Agreement for the TIRZ #2 (Sedona/Crossvine) including expanding the boundaries, extending the term and increasing the maximum reimbursement amount; and

WHEREAS, the Tax Increment Financing Act, Texas Tax Code Chapter 311 stipulates that the governing body of the municipality may enlarge an existing reinvestment zone may enlarge the boundaries of the zone and may extend the term of the zone by ordinance or resolution after notice and a hearing on the matter subject to the restrictions on composition of the reinvestment zone; and

WHEREAS, the City Council of the City of Schertz held a public hearing on December 1, 2020 after providing the required notice; and

WHEREAS, less than 30% of the property in the proposed expanded zone, excluding property that is publicly owned, is used for residential purposes; NOW THEREFORE:

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

Section 1. The boundaries of the TIRZ #2 (Sedona/Crossvine) are hereby amended as per Exhibit "A" *Boundary Map*.

Section 2. The term of the TIRZ #2 (Sedona/Crossvine) is hereby extended to through December 31, 2041.

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

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

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

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

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

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

Section 9. 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 1st day of December, 2020.

PASSED, APPROVED AND ADOPTED on final reading the 8th day of December, 2020.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

Exhibit A
"Boundary Map"

REINVESTMENT ZONE NUMBER TWO
CITY OF SCHERTZ, TEXAS
ORDINANCE NUMBER **80739**

947.755 AC.



Agenda No. 13.

CITY COUNCIL MEMORANDUM

City Council Meeting: September 22, 2020
Department: City Secretary
Subject: Resolution No. 20-R-107 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing an amended Development Agreement, Project/ Financing Plan, and Interlocal Agreement for the Tax Increment Reinvestment Zone #2 (TIRZ) #2 (Sedona/Crossvine). (M. Browne/B. James)

BACKGROUND

The Tax Increment Reinvestment Zone #2 (TIRZ #2 Sedona/Crossvine) was created in 2006 by the City of Schertz. A TIRZ is a mechanism to jumpstart development and ultimately generate new tax revenue. It builds needed public infrastructure in areas lacking adequate development to attract businesses; encourages development, thereby increasing property values and long-term property tax collections; and reduces the cost of private development by providing reimbursement for eligible public improvements. A TIRZ uses improvements to spur development and raise property values within a zone. Then it funnels some tax collected on that increase in value into a fund that pays for the improvements.

In addition to the City of Schertz, Bexar County and the San Antonio River Authority (SARA) participate in the TIRZ.

The TIRZ #2 was created at the request of the owner/developer of the Sedona Master Planned Community. As part of the creation a Project and Finance Plan; Interlocal Agreement; and Development Agreement were approved. Only one phase of the development was constructed, the neighborhood known as Sedona off of Lower Seguin Road and Hollering Vine. With the economic downturn in the late 2000s the project was sold to the current developer, Schertz 1518, Ltd.

Initially the TIRZ included about 825 acres, was to run through 2027 and would generate a maximum reimbursement to the developer of \$45,000,000. Home values were estimated to be between \$160,000 and \$240,000 and the average market value of those homes in 2018 was \$212,793. The value of home that have been constructed since then are conservatively estimated at between \$250,000 and \$350,000. The new average market value in 2018 of these newer homes was \$321,538.

The Project and Finance Plan details the improvements that will be made and estimates the revenue to be generated to pay for/reimburse the developer for the improvements. It also outlines the property to be included in the zone. The Interlocal Agreement between the City, Bexar County, SARA and the TIRZ outlines the terms of the TIRZ and the agreement between the entities to participate in the TIRZ (and includes the Project and Finance Plan). It also outlines the percent of increased revenue to be contributed to the TIRZ. The Development Agreement is between the participating entities and the developer outlining the obligations of the developer, Schertz 1518, Ltd. and the entities.

In 2015, as a result of the economic downturn the developer sought and the City approved Ordinance 15-R-80 amending the Development Agreement that extended the term of the TIRZ and increased the maximum contribution. This occurred also as a result of the rezoning and rebranding of the development as The Crossvine. The rezoning significantly increased the amount of open space and transformed the nature of the development. Prior to seeking County approval, a significant issue arose with regard to land use conflicts with JBSA Randolph. A large section of the TIRZ that was zoned for large lot single family development was in the Accident Potential Zone II (APZ II) and the recently updated Joint Land Use Study (JLUS) no longer recommended large residential lots in the area. As a result, the developer let lapse an option to purchase and develop this land which then allowed the owner to enter into a conservation easement thus eliminating the land use conflict. This stalled the approval process and necessitated updating the Project and Finance Plans.

The proposed amendments increase the maximum reimbursement to \$66,000,000 as a function of the increase in the cost of improvements and revenue generated by the zone. It also increases the size of the TIRZ to approximately 948

acres. It extends the TIRZ to the end of 2041. Per these amendments, the City's contribution remains at 100%, SARA's remains at 55% and Bexar County's is proposed to increase from 58% to 89%. It also includes the maximum portion of the \$66,000,000 each entity will contribute - City of Schertz \$47,190,000; SARA \$990,000; and Bexar County \$17,820,000. Other amendments include: adjusting the developer's contribution to the Fire Station to \$500,000 and indicating the City can use any of those funds for other purposes, the developer agreeing that the tract of land on Ware Seguin Road dedicated to the City for a Fire Station can be used for any purpose. Finally, the developer is required to dedicate and additional 1 acre tract next to the current Fire Station on Lower Seguin Road to the City. Other changes have been made as outlined in the attachment, but one of note is that the developer must impose the architectural restrictions that were in the zoning but can no longer be enforced by the City due to changes in State Law.

Finally, a significant factor in increasing the term of the agreement is to account for the substantial number of exemptions in the area. In 2015 the assessed value (the part that pays property taxes) was 92% of the determined market value. As of 2019 that had declined to 76%. This means the TIRZ is not generating the anticipated revenue to be paid to the developer for the cost of improvements. By extending the term, it allows more time for the developer to potentially be reimbursed, though there is no guarantee of that.

The TIRZ Board unanimously recommended approval of the amendments at their August 21, 2020, meeting.

GOAL

Provide for the continued high quality of development in the TIRZ by responding to changing economic and land use conflicts by amending the documents.

COMMUNITY BENEFIT

The approval of the amendments allows for the orderly and high quality development of the area. It also provides additional land near Fire Station #3 that can be used for an expansion of City facilities and allows the tract of land owned by the City and dedicated by the developer to be used for any purpose the City desires.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 20-R-107 authorizing the amendments to the Development Agreement, Project/Financing Plan and Interlocal Agreements for TIRZ #2.

FISCAL IMPACT

The amendment increases the maximum City contribution until the end of 2041 to \$47,190,000, but only if the TIRZ generates that amount of revenue.

RECOMMENDATION

Approval of Resolution 20-R-107.

Attachments

Resolution 20-R-107
 Change Overview
 Project Financing Plan
 Development Agreement
 Interlocal Agreement
 Crossvine Update

RESOLUTION NO. 20-R-107

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AMENDED DEVELOPMENT AGREEMENT, PROJECT/FINANCE PLAN, AND INTERLOCAL AGREEMENT FOR THE TAX INCREMENT REINVESTMENT ZONE #2 (TIRZ) #2 (SEDONA/CROSSVINE).

WHEREAS, In October 2006 the City created the Reinvestment Zone Number Two.

WHEREAS, the national economic crisis resulted in slowed development within the City and the Reinvestment Zone Number Two.

WHEREAS, changes in land use compatibility have necessitated adjustments to the development plan to ensure compatibility with JBSA Randolph.

WHEREAS, changes in laws with regard to property tax exemptions have necessitated adjustments to the Project and Finance Plan.

WHEREAS, in recognition of a change in the development climate, and in order to continue progress of the project, the parties have agreed to amend the original development agreement to reflect a revised project as described in this Agreement and specified in a revised project and financing plans.

WHEREAS, the Parties wish to amend and restate the full terms and provisions of the original development agreement, so that from and after the effective date, this amended and restated development agreement shall negate, replace, and supersede the original development agreement.

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

Section 1. The City Council hereby authorizes the City Manager to execute the Amended and Restated Development Agreement, Project and Finance Plan and Interlocal Agreement for Reinvestment Zone Number Two Sedona & Crossvine Development Project generally as included 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 22nd day of September 2020.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)

Exhibit "A"

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: City Secretary
Subject: Workshop Discussion and Update (Ordinance 20-H-18) - Discussion and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long/S. Hall)

BACKGROUND

Staff will provide Council with an update regarding the COVID-19 Virus. Discussion will include the recent Executive Order 29 relating to the use of face coverings.

Attachments

Revised 20-H-18

Ordinance No. 20-H-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCHERTZ TO SUPERSEDE ORDINANCE 20-H-15; EXTENDING A DECLARATION OF LOCAL DISASTER; RESTRICTING CERTAIN ACTIVITIES; ESTABLISHING PENALTIES FOR VIOLATIONS. PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY; FIRST AND FINAL READING

WHEREAS, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on January 20, 2020, the World Health Organization (WHO) Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, on March 13, 2020, President Trump declared a state of emergency due to COVID- 19; and

WHEREAS, President Trump has invoked the Stafford Act, which will allow state and local governments to access federal disaster relief funds; and

WHEREAS, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying that COVID-19 poses an imminent threat of disaster for counties in the state of Texas; and

WHEREAS, the Texas Department of State Health Services has now determined that, as of March 19, 2020, COVID- 19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, to date, there have been 48,693 confirmed positive cases in Texas; and

WHEREAS, the crisis that is now a pandemic has infected 4,805,430 people around the world resulting in 318,554 deaths, with 1,537,830 cases confirmed in the United States; and

WHEREAS, on March 31, 2020 Governor Abbott issued GA-14 superseding local authority invoked under Chapter 418 of the Government Code, and Chapter 81 and 122 of the Health and Safety Code where local order conflict with GA-14 or any previous order of the Governor related to the pandemic;

WHEREAS, also on April 17, 2020, Governor Abbott issued Executive Order GA-16 to replace Executive Order GA- 14, and while Executive Order GA- 16 generally continued through April 30, 2020, the same social-distancing restrictions and other obligations for Texans according to federal guidelines, it offered a safe, strategic first step to Open Texas, including permitting retail pick-up and delivery services; and

WHEREAS, Texas must continue to protect lives while restoring livelihoods, both of which can be achieved with the expert advice of medical professionals and business leaders and the continued gradual reopening of Texas pursuant to GA-18- GA-23 and subsequent orders of the Governor; and

WHEREAS, pursuant to the Texas Disaster Act of 1975, the Mayor is designated as the Emergency Management Director of the City of Schertz, and may exercise the powers granted by the governor on an appropriate local scale; and

WHEREAS, Ralph Gutierrez, the Mayor of the City of Schertz previously determined and declared that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be impacted by COVID-19;

WHEREAS, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease, including isolation, surveillance, quarantine, or placement of persons under public health observation, including the provision of temporary housing or emergency shelters for persons misplaced or evacuated and request assistance from the governor of state resources.

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

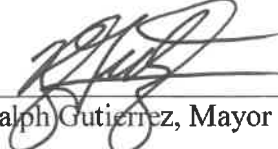
- Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 2. That the local state of disaster and public health emergency originally declared by Mayor Ralph Gutierrez for the City of Schertz, Texas, pursuant to §418.108(a) of the Texas Government Code and renewed and extended to May 26, 2020 at 11:59 p.m. by City Council Ordinance 20-H-15 pursuant to §418.108(b) of the Government Code, including all rules and regulations, is hereby further amended and extended until the Disaster Declaration put in place by Governor Abbott for the State of Texas expires.
- Section 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- Section 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster and public health emergency activates the City of Schertz, Texas, emergency management plan.
- Section 5. All ordinances 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 herein except those portions deemed to conflict with any emergency orders of Governor Abbott.

- Section 6. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7. If any provision of this 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 Council hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 8. 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, Texas Government Code, as amended.
- Section 9. Should Governor Abbott lift the statewide disaster declaration and orders now in place prior to the date of expiration stated herein, this ordinance shall no longer be subject to enforcement by the City and shall be repealed by the City Council at the first legally posted meeting thereafter.
- Section 10. Any peace officer or other person with lawful authority is further authorized to enforce the provisions of this Ordinance or the orders of the Governor in accordance with the authority granted under the Texas Disaster Act of 1975, as applicable, which allows a fine not to exceed \$1000.00 and confinement not to exceed 180 days pursuant to Government Code 418.173.
- Section 11. This Ordinance shall be in force and effect from its first and final passage, and any publication required by law.


BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ TEXAS THIS ORDINANCE WAS PASSED, ON FIRST AND FINAL READING, THE 23rd DAY OF JUNE 2020.

CITY OF SCHERTZ, TEXAS

By: _____


Ralph Gutierrez, Mayor

ATTEST:


Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: City Secretary
Subject: City Council Liaison Appointments - Discussion and possible action regarding various City Council liaison appointments. (Mayor/Council/B. Dennis)

BACKGROUND

Traditionally, after the conclusion of each fiscal year and following the local November election City Council reviews their liaison assignments on various committees, groups, boards and corporations. The purpose for this annual review is to fill any vacancies that may occur due to the results of the election and/or consider re-assignments by any Councilmember who may wish to transfer from one board to another.

The following committees currently have vacancies:

-- Main Street Committee (*1 vacancy*) (*Previously held by Councilmember Larson*)

Current City Council liaison assignment committees are as follows:

1. Schertz Animal Services Advisory Committee
2. Schertz Housing Authority Board
3. Schertz Seguin Local Government Corporation (SSLGC)
4. Interview Committee for Appointments to City Boards and Commissions
5. Cibolo Valley Local Government Corporation (CVLGC)
6. Audit Committee
7. Investment Advisory Committee Board
8. Hal Baldwin Scholarship Committee
9. TIRZ II Board
10. Main Street Committee

GOAL

To re-appoint vacancies for liaison positions.

COMMUNITY BENEFIT

N/A

SUMMARY OF RECOMMENDED ACTION

N/A

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends Council discuss the following City Liaison Assignments:

1. Schertz Animal Services Advisory Committee (No vacancy) -
Councilmember Heyward currently serves.

- Meets four (4) times a year or as often as needed.
- Location of Meeting: Schertz City Council Chambers Conference Room, Building 4, Schertz, TX, usually around 6:00 p.m.
- Consists of four (4) members which include: 1) *a municipal official*, 2) a licensed veterinarian, 3) a shelter operator and 4) a member of an animal welfare organization.

The members visit the animal shelter at times selected by the committee and make any recommendations concerning animal care services and shelter operating procedures to maintain compliance with guidelines found in the Health and Safety Code Chapter 823. Animal Shelters.

2. Schertz Housing Authority Board (No vacancy) - Councilmember Davis currently serves.

- Meets once a month on the second Monday.
- Location of Meeting: 204 Schertz Pkwy, Schertz, TX at 6:30 p.m.
- Consists of five (5) City Mayoral Appointed Board Commissioners responsible for establishing policies for the Housing Authority and overseeing program compliance as required by the State of Texas and HUD-US Dept. of Housing and Urban Development.

The Schertz Housing Authority administers both a public housing and Section 8 housing voucher program. The housing authority owns and manages one project which contains 76 affordable rental units. It also administers 153 Section 8 housing vouchers. Also, according to the Department of Housing and Urban Development (HUD), the housing authority is designated as 'Small', meaning it administers less than 250 units combined total of SEC 8 Vouchers and Public Housing program units.

3. Schertz Seguin Local Government Corporation (SSLGC) (No vacancy) - Councilmember Scagliola currently serves as a regular member and Councilmember Brown currently serves as an alternate.

- Meets once a month on the third Thursday.
- Location of Meeting: 108 W. Mountain Street, Seguin, TX at 1:30 p.m.
- Consists of five (5) Directors and two (2) ex officio non-voting member - one from Seguin and one from Schertz.

SSLGC is not a committee of the City of Schertz, but a separate corporation owned equally by the cities of Schertz and Seguin. The Schertz-Seguin Local Government Corporation (SSLGC) was created as a whole-sale water supply system. The Carrizo Aquifer is utilized for this purpose to benefit the cities of Schertz and Seguin. SSLGC was formed in December 1998 under Subchapter D of Chapter 431 of the Texas Transportation Code. It is governed by a board of five directors and two ex-officio appointed by the City Councils of Schertz and Seguin.

SSLGC began actual production in September 2002 and has continued to grow to serve the cities of Schertz and Seguin as their primary water source. SSLGC maintains a strong wholesale water customer base including contracts with the Cities of Selma and Universal City as well as Springs-Hill Water Supply Corporation and the San Antonio Water System.

No

4. Interview Committee for Appointments to City Boards and Commissions (No Vacancy) -
Councilmembers Davis, Scott and Dahle currently serves as a regular member and Councilmember Scagliola currently serves as an alternate.

- Meets annually during late April or early May.
- Location of Meeting: 1400 Schertz Pkwy, council Chambers (Bldg. 4) conference room at 6:00 p.m.
- Consists of five (5) members, one (1) Planning & Zoning Commission, one (1)

Economic Development Corporation and three (3) Councilmembers and one (1) alternate Councilmember.

The Interview Committee is responsible for reviewing applicants from residents of the city who have expressed an interest in serving on a City board, committee, or commission. After review of all the application on file and/or doing personal interviews, recommendations are submitted to the City Secretary office for notification and processing.

5. Cibolo Valley Local Government Corporation (CVLGC) (No Vacancy) - Councilmember Dahle serves as a regular member and Councilmember Scagliola serves currently as an alternate.

- Meets quarterly on the fourth Thursday of October, January, April, July at 9:00 a.m.
- Location of Meetings: Alternating locations: City of Schertz Council Chambers, 1400 Schertz Pkwy, and City of Cibolo Council Chambers, 200 S. Main St. at 9:00 a.m.
- Consists of four (4) directors.

Cibolo Valley Local Government Corporation filed as a domestic nonprofit corporation in the State of Texas on July 11, 2011. The purposes for which the corporation was organized were to aid and assist the cities (Schertz, Cibolo, Selma, Seguin, and Converse) in acquiring, constructing, leasing, improving, enlarging, extending, repairing, maintaining, and operating a water utility system pursuant to the provisions of Chapter 552 of the Texas Local Government code. The current official office is located at 108 W. Mountain Street in Seguin, TX. The organization is now a separate corporation owned equally by the cities of Schertz and Cibolo.

6. Audit Committee (No Vacancy) - Mayor Gutierrez and Councilmembers Davis and Heyward currently serves.

- Meets annually in February or March (or as otherwise needed)
- Location of Meeting: Bldg. #2 - Administration Conference Room
- Consists of seven (7) members to include three (3) councilmembers

The Audit Committee reviews the City's annual financial statement submitted by the auditors and recommend acceptance to the City Council. This committee also reviews proposals/bids for auditing firms when the City looks for new auditors. The seven members usually consist of the three Councilmembers, Assistant City Manager, City Manager, Finance Director and the Assistant Finance Director.

7. Investment Advisory Committee (No Vacancy) - Mayor Gutierrez and Councilmember Heyward currently serves.

- Meets twice annually: in December and April.
- Location of Meeting: Bldg. #2 - Administration Conference Room.
- Consists of nine (9) members: Two Councilmembers, two (2) Assistant City Managers and one (1) Executive Director EDC, City Manager, Finance Director, Assistant Finance Director and a Financial Analyst.

The Investment Advisory Committee reviews the City's investment portfolio, processes, and practices to ensure adherence to the Public Funds Investment Act and to the adopted Investment Policy. They meet twice per year and will need to be certified on the Public Funds Investment Act every other year. The Investment Policy is reviewed by Council annually and the Committee will review changes proposed by staff to make sure it is in compliance with the Public Funds Investment Act and in the best interest of the City.

8. Hal Baldwin Scholarship Committee (No vacancy) - Councilmember Scagliola currently serves).

- Meets as needed.
- Location of Meeting: city Council Chambers (Bldg. 4) Conference Room.
- Consists of seven members (but this varies, the committee decides who is on it, but (one Councilmember is on the Committee).

The City of Schertz established the Hal Baldwin Scholarship to encourage high school seniors who are residents of Schertz to consider public service as a career path in education, local, state and/or federal government. The

scholarship honors Hal Baldwin, who served the City for more than 30 years as a civic volunteer, an employee, a Councilmember, and Mayor. The Scholarship is awarded annually on a competitive basis and is open to any currently enrolled high school senior who reside in Schertz. The Scholarship Panel reviews each complete application package and submits their recommended Scholarship recipient(s)' name(s) to the Schertz City Council. The final selection is announced later during the year at a regular council meeting and checks are presented to the students. The City Manager's office serves as the liaison for this committee.

9. TIRZ II Board (No vacancy) - Councilmembers Davis and Dahle currently serves.

- Meets on the 2nd Tuesday's months of February 11th, April 14th, July 14th, and October 13th - Bob Andrews Conference Room 4:00 p.m.
- Consists of 11 members.

In Ordinance No. 06-T-61 dated December 19, 2006, the City created the Tax Increment Reinvestment Zone Number Two, generally referred to as the Sedona or Crossvine TIRZ. The TIRZ allows for the reimbursement of costs associated with the development of the project from property tax revenue generated by the increase in value of properties within the TIRZ. In 2008 the City Council authorized the original Development Agreement.

The project, originally named Sedona was constructed, but with the downturn in the economy, development did not continue. The project was revived by the new developer, Chris Price, as The Crossvine and construction resumed. Staff has been in discussions with the developer about the need to update documents associated with the project as a result of the changes being proposed to the project. Initially the project, as evidenced by the first phase of Sedona, was envisioned as more standard suburban subdivision with a grid pattern of lots. As is proposed now, the development includes a mix of lot and product types, curvilinear streets, drainage areas integrated as open space into the development, and unifying design elements such as fencing, open space, signage, and landscaping.

The City Council of the City of Schertz designated TAX INCREMENT REINVESTMENT ZONE NUMBER TWO CITY OF SCHERTZ, TEXAS the Zone to enable the development of approximately 825 acres of land which may contain up to 2,200 residential units pursuant to the PUD described below with estimated average sales prices of \$140,000-- \$240,000 per single family home and approximately 130 acres of open space including but not limited to public parks and trails to be known as the Sedona development. The project will result in a primarily residential development located in the southern portion of the City. The Zone was established pursuant to the provisions of the Tax Increment Financing "TIF" Act, Chapter 311, Texas Tax Code as amended.

The developer of the project is Schertz 1518 LTD. The developer is requesting the City of Schertz, Bexar Couty and the San Antonio River Authority (SARA) participate in the tax increment financing to help fund public infrastructure improvements to be located within the development. The duration of the Zone is projected to be twenty-one (21) years with the Zone being in existence through calendar year 2027.

10. Main Street Committee (One vacancy) - Mayor Gutierrez and Councilmember Davis and serves and *Councilmember Larson served*)

- Meets as needed.
 - Location of Meeting: 1400 Schertz Pkwy, Bldg. 4, Council Chambers Conference Room, generally right after the regular Tuesday City Council meeting.
 - Consists of 4 Councilmembers and the Mayor.
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CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: Finance
Subject: Update on Utility Billing Operation Changes. (B. James/J. Walters)

BACKGROUND

Drive-up Kiosk

Effective October 1, 2020, the Utility Billing Department opened up the drive-up kiosk located next to the old drive-thru window on building one. Residents are now able to pay their utility bills using the new drive-up kiosk. The kiosk accepts cash (round to the nearest dollar), check/money order, and credit/debit card payments. When using the kiosk, residents can scan their bill, enter their account number, or search by last name/house number. The kiosk will provide a printed receipt, or an emailed or text copy of the receipt per the residents' selection request.

The drive through window is still functional but will be closed for normal business. In events the kiosk is down or another special event, the window can be opened and staffed just as before.

Billing Cycle Change

The results from our staffing study supports reducing the number of billing cycles we currently have. The study suggested that with few utility billing cycles, Utility Billing employees will be able to manage the billing process more effectively and use the rest of the month to focus on handling customer inquiries, setting up new accounts, etc. The staffing study advised that the Department will gain an estimated 10% cumulative employee efficiency by reducing the read and cycle dates down to two each month.

Effective November 1, 2020, the Utility Billing Department has successfully reduced the eight billing cycles to three billing cycles. We have received minimal complaints, and those residents who have questioned the change had a complete understanding. Our department will continue to work with residents and not penalize or disconnect services due to non-payment until after the first of the New Year 2021. This will allow residents to adjust to the new two billing cycles and make payment arrangements necessary to bring their account to a current balance.

Cycle 1 will now have a read date of the 1st of the month with a due date of the 25th and Cycle 2 will have a read date of the 15th of the month and have a due date of the following 10th. In the map attached cycle 1 is orange and cycle 2 is blue.

Attachments

New Cycle Map

CITY COUNCIL MEMORANDUM

City Council Meeting: December 1, 2020
Department: Executive Team
Subject: Update on Scope and Philosophy of the Comprehensive Plan and UDC Update. (B. James)

BACKGROUND

As staff works to finalize the scope documents for the Comprehensive Plan and UDC updates, it is important to have agreement on the expectations for these updates. These include the degree to which the current Comprehensive Plan captures the vision of the community, the amount of public involvement expected, and the range of elements to be included. With the UDC update, the two key questions center on the amount of public involvement in the process and the degree to which the document needs to be tweaked versus overhauled. Staff expects to rely on boards and commissions as well as a few stakeholder groups to gather public input rather than hosting a series of large community meetings. Staff is also expecting more to tweak the UDC rather than overhaul it as the primary complaint about the UDC is a lack of flexibility.

Attachments

Comp Plan and UDC Update

Comprehensive Plan Update

Virtually all comprehensive plans begin with a discussion of issues and opportunities, including the community's long-term vision; data and analysis of current conditions within the community; and the public participation process. Every plan is a combination of consolidating, tweaking, and fundamentally rethinking different aspects of the City's current plan. Staff anticipates this update to be primarily a consolidating of the plan (the sector plan update, the parks plan update and the thoroughfare plan update) and tweaking – adjusting the vision for certain areas based on activities at JBSA Randolph and the suburbanization of rural areas.

The bulk of the comprehensive plan is comprised of a series of thematic elements or chapters. Traditional elements cover topics such as land use, transportation, parks, housing, economic development, natural resources, and community facilities; newer elements may address issues such as sustainability, natural hazards, public health, or climate change. Some elements such as the thoroughfare plan can require significant analysis and modeling if the land uses change dramatically. They can also simply be slightly adjusted to account for other changes in the plan. Staff is not anticipating such significant changes as to warrant new modeling of the recently updated thoroughfare plan or the currently being updated utility master plan. Staff is also not anticipating including newer elements such as public health, climate change, natural hazards (though there will be an awareness of floodplain issues) or higher education.

The guidance component of comprehensive plans is traditionally structured around goals, objectives, policies, and actions. Goals are general statements about desirable future conditions. Objectives are statements of measurable outcomes in furtherance of a certain goal. Policies are statements of intent with enough clarity to guide decision making. Actions are directives about programs, regulations, operational procedures, or public investments intended to guide the implementation of specific policies. Staff anticipates following this traditional model but using less text and more graphics as is the current trend.

A vital but sometimes underdeveloped feature of comprehensive plans is implementation, evaluation, and monitoring. Implementation can be passive and or active. Providing a detailed implementation program in the plan influences if and when plan recommendations will be enacted. Benchmarks and indicators with clearly defined metrics help quantify progress towards community goals. Traditionally, Schertz has taken a more passive approach – allowing new development and private sector investment to drive the plan. Generally that is anticipated to be the case with this update except in the areas of economic development and entertainment and recreation.

The plan must then be implemented through regulations and programs to translate the plan's guiding policies and principles into on-the-ground outcomes. As such it is important to consider what regulations would be necessary in order to achieve the desired outcomes and assess whether the community is willing to regulate to that degree. Finally, plan monitoring and evaluation should be regular and ongoing.

Public engagement and participation is vital to a legitimate and effective planning process. There are many methods and techniques for soliciting and incorporating public participation into the

planning process. It is important to develop a plan for ensuring public participation, including participation by underrepresented groups that may be missed by traditional public engagement approaches. Staff would anticipate a moderate level of public engagement with the Planning and Zoning Committee guiding the effort and input from other city boards and commissions and some traditional public engagement – community meetings and internet surveys.

UDC Update

The update to the UDC will track somewhat behind the update to the Comprehensive Plan, but to be clear will occur concurrently. This lag is to allow final updates to the UDC as part of implementation of the Comprehensive Plan. Generally, the goal of the UDC update is to ensure compliance with State Law, reflect actual practice, be very clear as to standards, and provide flexibility. The flexibility is expected to be achieved through a menu board option of requirements. For example, the landscaping section may include 20 different requirements and new development must comply with at least 15 of those – with the developer determining which 15 they want to meet. It is important to note that complaints will still arise from developers only wanting to meet 14 of the requirements, etc. Generally, staff is proposing to only regulate in areas where there is a clear public need – such as safety and quality of life, but is not anticipating trying to regulate to the degree that there will be no develop that no one in the community has any complaints about.