



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
January 12, 2021

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, JANUARY 12, 2021 at 6:00 p.m.

Call to Order

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

Presentations

- Proclamation recognizing National Mentoring Month. (Mayor Gutierrez/Sonya Chapa-Weber)

Employee Recognition

- Public Works Wastewater - Stephen Mayfield Wastewater Manager. (S. McClelland)
- Public Works Streets - John Rheiner Street Worker 1. (D. Letbetter)

City Events and Announcements

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

Hearing of Residents

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, January 11, 2021, **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.

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 meeting of the regular meeting of January 5, 2021. (B. Dennis)
- 2. Resolution No. 21-R-04** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing expenditures in excess of \$50,000 with Master Meter over the term of the proposed contract. (B. James, J. Walters)
- 3. Ordinance No. 21-S-01** - Consideration, and/or action approving a request to rezone approximately 10.5 acres of land from Planned Development District (PDD) to Planned Development District (PDD), generally located southeast of the intersection between Hallie Chase and Hallie Loop, more specifically described as Hallie's Cove Subdivision Units 4A and 4B, City of Schertz, Bexar County, Texas. ***Final Reading*** (B. James/L. Wood/N. Kopyay)

Roll Call Vote Confirmation

Workshop

- 4. 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)

Information available in City Council Packets - NO DISCUSSION TO OCCUR

5. Monthly update - on major projects in progress/CIP. (B. James/K. Woodlee)

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 8th DAY OF JANUARY 2021 AT 3:45 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 _____, 2021. 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 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 Schertz Animal Services Advisory Commission</p>
<p>Councilmember Whittaker – Place 3 Audit Committee</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 Main Street Committee</p>	<p>Councilmember Brown – Place 7 Main Street Committee Schertz-Seguin Local Government Corporation - Alternate</p>

CITY COUNCIL MEMORANDUM

City Council Meeting: January 12, 2021
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the meeting of the regular meeting of January 5, 2021. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on January 5, 2021

RECOMMENDATION

Recommend Approval.

Attachments

minutes

DRAFT

MINUTES REGULAR MEETING January 5, 2021

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on January 5, 2021, 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 Jill Whittaker; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward; Councilmember Tim Brown

City Staff: City Manager Dr. Mark Browne; Assistant City Manager Brian James; Assistant City Manager Charles Kelm; City Attorney Daniel Santee; City Secretary Brenda Dennis; Assistant to the City Manager Sarah Gonzalez; Executive Director Economic Development Adrian Perez

Call to Order

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

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

Mayor Gutierrez recognized Councilmember Tim Brown who provided the invocation followed by the Pledges of Allegiance to the Flags of the United States and State of Texas.

Mayor Gutierrez stated he has a special announcement, Council and guests while seated it is perfectly fine for you to remove your mask or while speaking at the podium, but as you approach the dais or depart the Chamber we respectfully ask that you place your face mask back on.

City Events and Announcements

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

No announcements were provided.

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

No announcements or recognitions were provided.

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

Mayor Gutierrez wished everyone a Happy New Year and let's hope this year is better hope than the previous.

Hearing of Residents

Mayor Gutierrez read the following:

This time is set aside for any person who wishes to address the City Council. Each person is limited to 3 minutes, and we ask before addressing the Council, for the record, please state your name and address. Mayor Gutierrez stated that as you can see we have the five rules and will be suspending the rule of stating the address.

Mayor Gutierrez recognized Mayor Pro-Tem Scott who stated "Point of Order" she would like to suggest in lieu of that maybe just say the City that they are from, and would it be acceptable? Mayor Gutierrez recognized Councilmember Heyward who stated that this is one of the rules that has been in place since Hal Baldwin was the Mayor and we are suspending it because why, because some people don't want to give their address, and we tell the residents that they have to. She disagreed with suspending the rule of stating their address. If we are going to suspend it we should get rid of it all together, not just suspend it. With the objection being raised, Mayor Gutierrez stated that he would call for a vote from Council on the objection raised by Councilmember Heyward. He indicated that voting yes would enforce the requirement, if you vote no the address requirement is not necessary.

The vote was as follows: Those voting for (Yes): Councilmembers Davis, Whittaker, Scagliola, Heyward and Brown; those voting No: Mayor Pro-tem Scott and Councilmember Dahle. ***Motion passed and the address requirement is necessary.***

Mayor Gutierrez pointed out that the rules and procedures reference page number 14, article 12 section 12.2 it is required that you provide your name and address. We have an ordinance in case you question the enforcement of this request, Ordinance No. 19-M-29.

Mayor Gutierrez recognized Councilmember Scagliola who stated it says you need to provide your address, doesn't necessarily mean you need to verbalize your address if the address is present on the signup sheet that you have, for clarification wouldn't that be

providing an address? He thinks the City Secretary needs to keep tally of those who speak before the Council, and he believes that's the reason for the rule. Mayor Gutierrez asked Mayor Pro-Tem Scott if the addresses were provided on the sheet. Mayor Gutierrez asked Ms. Dennis what's the clarification on the address requirement, and if it is written on the sign in sheet is it necessary that it's announced, in answer she stated it is her understanding that their name and address be stated for the record. Mayor Gutierrez stated that is correct, and on the sheet this evening, three individuals did not place an address. Mayor Pro-Tem Scott stated that she did like the idea Councilmember Scagliola brought it up and if we could do that.

Mayor Gutierrez stated that the issue has already been voted on that the address requirement was necessary, and he thinks it was confirmed. He stated while speaking at the podium your address will be required.

Mayor Gutierrez and Mayor Pro-Tem Scott recognized the following who spoke:

- Mr. Leonard Moore who stated that if he could just take a moment and address the rule of why some of us do not feel comfortable giving their address. He is certain it's obvious to all of you and if it is not it should be. Some people do not feel safe giving their address with all the rioting, looting, and spoke to a recent issue regarding a Congress person who was vandalized. Mr. Moore continued explaining and asked if they were going to pay to remove the spray paint, pay to replace windows? No. That is why some of them are scared to give our address. He feels like they need to vote on that again and take that into consideration. Mayor Gutierrez thanked Mr. Moore for his comments and stated that we will go ahead and move on. Mr. Moore provided the following address for the record 1653 N. Santa Clara 78124. Mr. Moore provided comments on history, hypocrisy and his expectations. (For a full version regarding the rest that Mr. Moore spoke about, please go to the City's website at www.schertz.com to view the meeting). Mr. Moore continued for his 3 minutes.
- Mrs. Mandy Moore, 1653 N. Santa Clara 78124, she commented on the last time she spoke, she asked what did humanity mean to them and that we all make mistakes. All they are asking is that they are heard, requesting Council put an item on the agenda regarding the need to change the training for the Police. She would like to have conversations with the Council, wants them to listen and have a back and forth conversation.
- Mrs. Maggie Titterington, who addressed Council on their upcoming events, and a shout out to Gil Durant and Mr. James for assisting a new business owner with permitting. Councilmember Davis reminded Mrs. Titterington to state her name and address for the record. Mrs. Titterington stated her name and her address of 1730 Schertz Parkway for the record. A list of events can be found on their website.
- Mr. Dana Eldridge, 2628 Galant Fox Drive, who spoke on a recent incident that occurred at the Schertz Housing Authority facility, and a shout out to the staff who quickly got the gas back on for the residents. He also addressed police training, parental training, job training, military training and that we all go through training.

He also spoke about providing the training in his career and different situations. He stated our police constantly go through training - the problem that we are having is the fact that we are not having parental training to teach our children how to properly handle situations. Again we all train every day of our life's learning the job.

- Mr. Jack Miller, didn't state his address and stated that he handed out to each member of Council a packet training record for Officer Chavarria, which is what the city released to him. Mayor Gutierrez asked Mr. Miller to provide his name and address. He stated that his name is Jack Miller currently he is homeless, he is trying to establish an address and asked the Mayor if he would gladly share his address with the public, he will establish his residency at his house, he will have a cot, it will be halfway on the sidewalk so as not to block it and halfway into his yard, because it is not trespassing unless he fully enters his yard. Mr. Miller stated that if the Mayor did not want to do that by the next council meeting he will have an address established. It will either be his, the Police Chiefs or one of your addresses (pointing to the Council). If anybody would like to share with him their address we can get that done, and he can provide you one right away, but currently he is homeless. Mr. Miller asked if he may begin talking? He is working to establish residency, and he hopes that the fact that he is homeless doesn't prevent him from speaking publicly. Mayor Gutierrez asked Council if they would make an exception on this? No. Mayor Gutierrez recognizing Councilmember Heyward stated that they had already voted that you have to provide an address, and he needs to give an address, those are the rules that they passed. Mayor Gutierrez stated that Council has made the rule, a question from Mr. Miller, what address should he use, in answer Mayor stated if he could provide the shelter address. Mr. Miller stated that he just got kicked out of the shelter right before the meeting, well my house, and I don't even own the house, so he is homeless. Mayor Gutierrez stated that he wasn't going to allow Mr. Miller to speak but thanked him for showing up. Mr. Miller provided the address of the Bexar County Jail (he spoke so fast it was not audible) because that is probably where he will be tonight. The Mayor accepted that address. Mr. Miller asked if they could get the timer reset, Mayor stated no it is still on. Mr. Miller stated that they were discussing the address thing and wanted to know if they were really going to run the time while discussing his address? Mayor Gutierrez indicated that we were wasting time - Mr. Miller argued with the Mayor about the time remaining. The Mayor granted Mr. Miller three (3) minutes by his watch, and Mr. Miller began speaking about the investigation and that they found one policy violated and that was about being polite. He actually received the policy by another Police Officer today and in five minutes he identified eight (8) policies that were violated. He will provide everyone a copy of those eight (8) policies and additional ones he finds in the future. He spoke on Officer Chavarria's record with points of interest, as he continued his time was up. Mayor Gutierrez indicated that Mr. Miller's time was up, Mr. Miller got angry due to him not being able to finish and again the Mayor told Mr. Miller that he had set his watch and his time was up. Angry, yelling and screaming slamming open the exit doors, Mr. Miller left the 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.

Mayor Gutierrez read the following items into record:

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the regular meeting of December 08, 2020 and the Special Workshop Session meeting of December 09, 2020. (B. Dennis)
2. **Resolution No. 21-R-01** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing EMS debt revenue adjustments, Utility Billing debt revenue adjustments and Schertz Magazine debt revenue adjustments for certain inactive outstanding receivables and other matters in connection therewith. (B. James/J. Walters)
3. **Ordinance No. 21-M-02** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas reaffirming the Council Code of Ethics, repealing all Ordinances or parts of Ordinances in conflict with this Ordinance; and providing an effective date. (*First & Final*) (Mayor/Council)

Mayor Gutierrez asked Council if there were any items to be removed from Consent for separate action. No items were removed.

Moved by Councilmember Michael Dahle, seconded by Councilmember Tim Brown to approve consent agenda items 1 through 3.

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

Passed

Discussion and Action Items:

4. **Boards, Commissions and Committees**
Appointments/Reappointments/Resignations - Consideration and/or action approving the resignation of Mr. Bob Cantu from the Reinvestment Zone Number Two (TIRZ) Board of Directors, reappointing Mr. Michael Dahle and Mr. Gary Inmon, and filling the current vacancy. (Mayor/Council)

Mayor Gutierrez recognized City Secretary Brenda Dennis who introduced this item stating that tonight Council will be considering the resignation of Mr. Bob Cantu, reappointing Councilmember Dahle and Mr. Gary Inmon. She stated that Council will need to decide from the following who will fill the vacancy of Mr. Cantu. Candidates are former Councilmember Scott Larson, Councilmember Allison Heyward and Councilmember Jill Whittaker. Mayor Gutierrez recognized Councilmember Heyward who stated that due to other obligations, she is withdrawing her name.

Moved by Councilmember Michael Dahle, seconded by Councilmember Mark Davis to approve the resignation of Mr. Cantu, reappoint Mr. Gary Inmon and Councilmember Dahle and appoint Councilmember Whittaker to fill the vacancy of Mr. Cantu.

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

Passed

Public Hearings

- 5. Resolution No. 21-R-03-** Conduct a public hearing, consideration and/or action approving a Resolution accepting a petition for voluntary annexation of approximately 142 acres of land located generally 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas. (B. James/ L. Wood/ E. Delgado)

Mayor Gutierrez recognized Planner 1 Nick Kopyay who introduced this item. Mayor Gutierrez opened the public hearing for those wishing to speak and as no one spoke; closed the public hearing for Council comments. Mr. Kopyay addressed questions from Councilmembers.

Moved by Councilmember David Scagliola, seconded by Councilmember Allison Heyward to approve Resolution No. 21-R-03.

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

Passed

6. **Ordinance No. 21-S-01** - Conduct a public hearing, consideration, and/or action approving a request to rezone approximately 10.5 acres of land from Planned Development District (PDD) to Planned Development District (PDD), generally located southeast of the intersection between Hallie Chase and Hallie Loop, more specifically described as Hallie's Cove Subdivision Units 4A and 4B, City of Schertz, Bexar County, Texas. *First Reading* (B. James/L. Wood/N. Kopyay)

Mayor Gutierrez recognized Planner 1 Nick Kopyay who introduced this item. Mayor Gutierrez opened the public hearing for those wishing to speak and as no one spoke; closed the public hearing for Council comments. Mr. Kopyay and Assistant City Manager Brian James addressed questions from Councilmembers.

Moved by Councilmember Tim Brown, seconded by Councilmember Jill Whittaker to approve Ordinance No. 21-S-01 on first reading.

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

Passed

Workshop

7. **Chapter 30 Fire Prevention and Protection** - Workshop discussion related to the updated Schertz Code of Ordinances, Chapter 30 Fire Prevention Code, and local amendments related to adopting the International Fire Code, 2018 Edition. (M. Browne/J. Kelm/K. Long)

Mayor Gutierrez recognized Fire Marshal Tomas Pinder who provided a PowerPoint presentation regarding the need to update the current code addressing questions from Council. (A copy of the PowerPoint can be found in the City Secretary's Department)

8. **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)

Mayor Gutierrez recognized Emergency Management Coordinator Summer Hall who provided a PowerPoint presentation on the COVID virus and EOC activities addressing questions from Council. Ms Summer also in the presentation provided information regarding the vaccination update and the City of Schertz being a vaccine provider. Ms. Summer indicated that all this information will be made available on the city's website.

Roll Call Vote Confirmation

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided the roll call vote confirmation for the special vote of requiring citizens to state their address for the record and agenda items 1 through 6.

Closed Session

Mayor Gutierrez recessed the regular meeting into Closed Session at 7:36 p.m. and read the following items into record.

9. City Council will meet in closed session under section 551.074 of the Texas Government Code, Personnel Matters, to conduct the annual evaluation of the City Secretary, Brenda Dennis.

10. City Council will meet in closed session under Section 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations, Closed Meeting. The governmental body is not required to conduct an open meeting (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect.
 - Project E-064

Reconvene into Regular Session

Mayor Gutierrez reconvened back into regular session at 9:23 p.m.

9a. Take any action based on discussions held in closed session under Agenda Item 9. No action was taken.

10a. Take any action based on discussions held in closed session under Agenda Item 10. No action was taken.

Roll Call Vote Confirmation - Roll call vote confirmation as no action was taken on items 9A and 10A.

Requests and Announcements

- Announcements by the City Manager. Nothing further was added.
- Requests by Mayor and Councilmembers for updates or information from staff. Mayor Gutierrez recognized Councilmember Dahle who requested an update in the SPAM program regarding Schertz Parkway
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda. Mayor Gutierrez recognized Councilmember Scagliola who stated that he would like to once again receive City Department updates to include highlights from the year and where they are going in the future.
- 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 the following members of Council:
Councilmember Michael Dahle who thanked Assistant City Manager Charles Kelm with assisting him with a problem a resident had.

Councilmember David Scagliola who stated Happy New Year.

Adjournment

Mayor Gutierrez adjourned the meeting at 9:25 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: January 12, 2021
Department: Finance
Subject: Resolution No. 21-R-04 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing expenditures in excess of \$50,000 with Master Meter over the term of the proposed contract. (B. James, J. Walters)

BACKGROUND

In 2019 the City began replacing its old meters with new remote read meters and infrastructure. This system is recommended to have regular maintenance every 2 years. This agreement will provide for a regular equipment inspection every 2 years as well as on-call support for the new system to keep it running smoothly for the City's customers.

This agreement is proposed an annual maintenance fee of \$27,718.76. Since this is an annual fee, it is required to bring before City Council for approval and the contract term is for 5 years.

GOAL

To provide a regular maintenance and support structure for the City's new water meter system.

COMMUNITY BENEFIT

Reliable and timely equipment will help provide customer confidence in the system and reduce workload on staff caused by errors or equipment failures.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 20-R-92

FISCAL IMPACT

This agreement will be \$27,718.76 annually for a 5 year contract. These funds have been budgeted in the Water & Sewer Fund.

RECOMMENDATION

Approval of Resolution 21-R-04

Attachments

Maintenance Program Overview
RESOLUTION
Maintenance Agreement
Schertz Year 1 Cost



Allegro Fixed Network Maintenance Program Overview

Master Meter’s Maintenance Program for Allegro Fixed Network systems provides our utility customers with peace of mind by normalizing maintenance costs and guaranteeing the integrity of their investment in exchange for an affordable annual fee that covers both Parts and Labor over the full lifecycle of the Allegro Fixed Network system. This document provides an overview of the Allegro Fixed Network Maintenance Program. Please refer to the Allegro Fixed Network Maintenance Agreement for the specific terms of the agreement.

Benefits Provided:

- Scheduled preventative maintenance services conducted every two (2) years by trained Master Meter network technicians.
- Refurbished replacement equipment provided and installed by Master Meter preemptively, or in response to equipment failure, at no additional cost to the utility.

The Allegro Fixed Network Maintenance Program’s flexible pricing structure provides affordable coverage for systems of all shapes and sizes. Annual fees are calculated on a per-equipment starting in Year 2 following the expiration of Master Meter’s standard 1-year warranty on Allegro infrastructure equipment (Base Stations and Repeaters).

The pricing options are as follows:

Table 1)

Resource Number	Annual Fee	Coverage Provided
RHS-ALL-F-BS-SS	\$5000	One (1) Allegro Base Station
RHS-ALL-F-BS-ALCSS	\$350	One (1) Standard/Solar Repeater
RHS-ALL-F-BS-ALCPC	\$100	One (1) Photocell Repeater

Table 2) Example Fee Schedule for two (2) Allegro Base Stations and seven (7) Standard/Solar Repeaters:

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
\$0	\$12,450	\$12,450	\$12,450	\$12,450	\$12,450	\$12,450	\$12,450	\$12,450	\$12,450

Table 3) Example Fee Schedule for one (1) Allegro Base Station, two (2) Standard/Solar Repeaters, and three (3) Photocell Repeaters:

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
\$0	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000



Frequently Asked Questions:

1. What value does the Fixed Network Maintenance Program provide me as a customer?

Master Meter developed the Fixed Network Maintenance Program in an effort to reduce the Total Cost of Ownership of fixed network AMI for our customers. The Fixed Network Maintenance Program guarantees that your Allegro fixed network infrastructure will remain in optimal operating condition for the entire span of your business relationship with Master Meter. All parts, labor, and shipping cost will be covered by Master Meter so you will never have to worry about budgeting for the purchase of brand new equipment to replace those that fail.

2. What does coverage under the Fixed Network Maintenance Program include?

Fixed Network Maintenance coverage is purchased on a per equipment basis. Please refer to *Tables 2 & 3* for examples.

Coverage includes scheduled maintenance checkups by trained Master Meter network technicians and replacement of covered equipment as needed with all parts, labor, and shipping costs covered by Master Meter.

3. What is the difference between the new Fixed Network Maintenance Program and the one originally offered with Allegro?

Under the original program Master Meter provided loaner equipment while waiting for the failed units to be refurbished and returned to the customer. Under the new Fixed Network Maintenance Program, Master Meter instead completely replaces equipment in the field with refurbished units without requiring the use of loaner equipment. This helps reduce the logistics and complexity of addressing problems in the field once the Allegro Fixed Network has been implemented.

4. When does coverage begin after I've purchased the Fixed Network Maintenance Program for my equipment?

Coverage under the Fixed Network Maintenance Program begins after Master Meter has received payment and the expiration of the standard manufacturer's warranty as detailed in Master Meter's Consolidated Warranty policy.

5. When will I be invoiced for my purchase of coverage under the Allegro Fixed Network Maintenance Program?

Customers will be invoiced 30 days prior to the end of the initial warranty terms (*Consolidated Warranty*). Payment on this invoice will provide coverage for the upcoming year and will



continue to be invoiced 30 days prior to the expiration of each annual support term. Please refer to *Tables 2 & 3* for examples.

6. When can I purchase coverage under the Allegro Fixed Network Maintenance Program?

Coverage may be purchased at any time before the expiration of the Consolidated Warranty terms included in the initial purchase of the Allegro equipment.

7. Can I purchase coverage of previously installed Allegro equipment that is not currently covered by the Allegro Fixed Network Maintenance Program?

Yes! However, Master Meter reserves the right to, at its discretion, inspect said equipment and accept or reject it for coverage under the Allegro Fixed Network Maintenance Program.

8. Can I purchase coverage under the Allegro Fixed Network Maintenance Program for some, but not all of my Allegro Fixed Network reading equipment?

To avoid potential disputes, Master Meter will not cover select portions of an Allegro Fixed Network infrastructure. Coverage under the Allegro Fixed Network Maintenance Program may only be purchased for the entirety of the Fixed Network infrastructure.

9. Does the new Allegro Fixed Network Maintenance Program cancel my existing maintenance agreement with Master Meter for Allegro Fixed Network equipment?

Master Meter will continue to honor the legacy maintenance agreement for existing customer who choose not to take part in the new Allegro Fixed Network Maintenance Program however the legacy agreement will not be made available for purchase by new Allegro customer. Choosing to take part in the new Allegro Fixed Network Maintenance Program negates the previous agreement.

10. Does the new Allegro Fixed Network Maintenance Program provide coverage for Allegro Drive-by reading equipment or Allegro Radio Endpoints?

The Allegro Fixed Network Maintenance Program provides coverage for the Allegro Base Station, Standard Repeaters, Solar Repeaters, and Photocell Repeaters, not the Allegro Radio Endpoints or Drive-By reading equipment.

RESOLUTION NO. 21-R-04

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES IN EXCESS OF \$50,000 WITH MASTER METER AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires biannual maintenance and on-call service for the new water meter system; and

WHEREAS, City staff has determined that Master Meter is uniquely qualified to provide such services for the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Master Meter 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 Master Meter 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 12th day of January, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

_____ SERVICES AGREEMENT



Network Infrastructure Maintenance Agreement

IN WITNESS WHEREOF, the parties have caused this Network Infrastructure Maintenance Agreement ("Agreement") to be executed by their duly authorized representatives as of the date written below. The date of the last party to sign is the "Execution Date."

Master Meter, Inc. ("Master Meter")

City of _____ ("Customer")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Powered by



NETWORK INFRASTRUCTURE MAINTENANCE AGREEMENT

Purchase of Equipment. Customer shall purchase all Equipment from Master Meter, Inc. or Master Meter's authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Master Meter's authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed to by Customer and Master Meter's authorized distributor. If Customer elects to purchase any equipment or services directly from Master Meter, or if Customer pays any fees or other costs to Master Meter, then Master Meter's Terms of Sale shall apply. The "Terms of Sale" are available by calling 1-800-928-6388 or may be found online at the Master Meter website.

Purchase of Coverage. Maintenance Coverage for RF Field Equipment may be purchased anytime for equipment, so long as, at the time Maintenance Coverage is purchased, such equipment is covered under Master Meter's written Consolidated Warranty. The terms of this Agreement become effective upon payment by the Customer for Maintenance Coverage, the "Effective Date". Customer will be invoiced for Maintenance Coverage for RF Field Equipment 30 days prior to the expiration of the one-year standard warranty as covered by Master Meter's written Consolidated Warranty.

- A. Maintenance Coverage for RF Field Equipment may be purchased on a per-unit basis as follows:

Resource Number	Annual Fee	Coverage Provided
RHS-ALL-F-BS-SS	\$5000	One (1) Allegro Base Station
RHS-ALL-F-BS-ALCSS	\$350	One (1) Standard/Solar Repeater
RHS-ALL-F-BS-ALCPC	\$100	One (1) Photocell Repeater

- B. **Equipment Maintenance.**

1. **Preventive and Corrective Maintenance.** For RF Field Equipment for which Customer has purchased coverage under the Agreement ("Covered Equipment"), Master Meter shall (1) perform the preventive Maintenance Services that it determines is reasonably necessary to maintain such equipment in Operational Condition (defined below), and (2) diagnose and correct any failure in such equipment as necessary to meet Operational Condition (excluding minor cosmetic deficiencies such as blemishes, dents or scratches) in accordance with its written warranty procedures. The term "Operating Condition" means capable of performance in accordance with Master Meter's published specifications.

For Covered Equipment, Master Meter will perform the preventive Maintenance Services below:

- Every two (2) years, inspection of the site and the "Covered Equipment;"
 - System wide network health performance check, from the remote central office location; and,
 - Limited technical support, limited AMI system integration support, and AMI network troubleshooting.
2. **Customer Preventive and Corrective Maintenance Responsibilities.** Customer shall keep accurate records of Equipment serial numbers, locations, and maintenance activity as outlined in Exhibit A of the Allegro Troubleshooting and Maintenance Guide to assist Master Meter with the maintenance services. Customer shall provide reasonable assistance during remote troubleshooting activities.
3. **Exclusions.** The services described herein do not include repairs related to:
- damage due to external causes, including accident, abuse, misuse, problems with electrical power, acts of God, usage not in accordance with product instructions or in a configuration not approved by Master Meter;
 - services (including installation or de-installation) not performed or authorized by Master Meter; or,
 - use of parts, configurations or repair depots not certified by Master Meter.
 - Customer's failure to perform troubleshooting and maintenance responsibilities in accordance with this Agreement and as outlined in Exhibit A.
 - Products for which Master Meter has discontinued Maintenance Services. For any discontinued product, Master Meter will take commercially reasonable efforts to make available suitable replacement product.

4. **Restoring Covered Equipment to Maintenance Agreement.** If Customer discontinues or fails to purchase coverage after the end of the original warranty period, discontinues maintenance for any Covered Equipment or has equipment serviced or repaired by a third party that is not Master Meter certified, and thereafter wishes to add such equipment as Covered Equipment, Master Meter reserves the right to (1) inspect such equipment to determine whether it is in Operating Condition and/or (2) charge its current recertification fee, in addition to any fees associated with infrastructure maintenance coverage, prior to such equipment being included as Covered Equipment. Master Meter reserves the right to, at its sole discretion, reject inspected RF Field Equipment for inclusion as Covered Equipment under this Agreement.
5. **Replacement Equipment.** For RF Field Equipment for which Customer has purchased coverage under the Agreement ("Covered Equipment"), Master Meter shall provide & install refurbished equipment that has been previously repaired & certified by Master Meter at no additional cost to Customer. Upon shipment date of refurbished equipment, which establishes the Anniversary Date, the Customer will have 90 days to return failed covered equipment, with shipping costs covered by Master Meter. Failed equipment then becomes the property of Master Meter upon receipt. In the event that 90 day return deadline is not met, Customer will be billed for replacement equipment at current list price. In the event of an RF Field Equipment failure covered under Master Meter written consolidated warranty terms ("Covered Equipment") Master Meter shall provide & install new equipment.

General Terms and Conditions

- A. **Effective Date.** The term of this Agreement will commence on the Effective Date (which shall be the date of the last Party to sign this Agreement and continue for a period of 1 (one) year "**Initial Term**").
- B. **Renewal** Upon expiration of the Initial Term, this Agreement may be renewed for four (4) additional one-year terms unless Customer provides written notice of nonrenewal at least 60 days prior to the end of the current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). Master Meter agrees that the pricing of Maintenance Coverage (as set forth in Paragraph A of this Agreement) will remain fixed for up to five (5) years. If the Term is renewed for any Renewal Term pursuant to this Section, the terms and conditions of this Agreement during such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the fees payable hereunder by Customer during the applicable Renewal Term. If either Party provides timely notice of its intent not to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.
- C. **Limitation of Liability. Maximum Liability.** EXCEPT AS OTHERWISE PROVIDED IN NO EVENT SHALL MASTER METER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO MASTER METER PURSUANT TO THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION OF LIABILITY SETS FORTH MASTER METER'S SOLE LIABILITY AND ENTIRE OBLIGATION AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY ACTION THAT IS BROUGHT AGAINST MASTER METER.

No Consequential or Indirect Damages. EXCEPT AS OTHERWISE PROVIDED, IN NO EVENT SHALL MASTER METER OR ANY OF ITS BUSINESS PARTNERS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME COSTS, ANY IN/OUT COSTS, MANUAL METER READ COSTS AND EXPENSES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MASTER METER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- D. **Termination.** Either party may terminate this Agreement prior to the expiration of the Term if the other party commits a material breach of this Agreement and such material breach is not cured within sixty (60) days of written notice by the other party. Upon any expiration or termination of this Agreement, Master Meter's and Customer's obligations hereunder shall cease.

- E. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, explosion, or any other natural or manmade disaster or catastrophe; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) enactment, issuance, or operation of any municipal, county, state, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency. The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- G. **Non-Waiver of Rights.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- H. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Master Meter may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- I. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Master Meter.

J. **Governing Law and Dispute Resolution.**

Governing Law and Venue. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY TEXAS LAW, EXCLUDING ITS CHOICE OF LAW RULES.

Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, will be resolved in accordance with this Section and will be settled, if possible, by negotiation of the Parties. Either Party may, by giving written notice, refer the dispute to a meeting of appropriate representatives of each Party, to be held within twenty (20) business days after giving notice. If the dispute is not resolved within thirty (30) business days after the date of the meeting of the Parties, or any later date to which the Parties may agree, either Party may submit the dispute to any mutually agreed mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

These dispute resolution procedures are not intended to be used for disputes concerning actual, alleged or threatened breaches of a Party's confidentiality obligations or infringement of a Party's Intellectual Property Rights where the remedy being sought is injunctive or other equitable relief, and the Parties may immediately bring an action therefore seeking injunctive or other equitable relief. Any claims seeking monetary damages shall be disputed by arbitration as provided below, provided that such arbitration shall not preclude a Party's right to bring an action for injunctive or other equitable relief for breach of the confidentiality obligations or infringement of intellectual property rights, whether brought contemporaneously or otherwise.

In the event that the Parties are unable to resolve a dispute through mediation, then all disputes arising out of or in connection with this Agreement, which shall include, but are not limited to, all contracts entered into between the Parties, or the validity, enforceability or scope of this arbitration provision, shall be finally settled under the Rules of Arbitration of the American Arbitration Association by three arbitrators appointed in accordance with said Rules. Such arbitrators shall each have not less than 10 years' experience in arbitration of commercial contracting disputes. The place of arbitration shall be Fort Worth, Texas. The Parties agree that the United States Federal Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this agreement. The arbitration shall be conducted in the English language. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative expenses, travel expenses, out of pocket expenses such as copying and telephone, court costs, witness fees, and attorney's fees.

- K. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- L. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

M. Warranties/Disclaimers

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS" AND MASTER METER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, MASTER METER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR MASTER METER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

Definitions

- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (1) the shares or other equity in such entity; or (2) the voting rights in such entity.
- B. **"Allegro Base Station"** identifies the Master Meter manufactured device consisting of one transceiver, to be located on a tower that receives readings from the Allegro RF Endpoints (either directly or via an Allegro Repeater) by radio frequency and passes those readings to the Head End Communication Server by TCP/IP backhaul communication.
- C. **"Allegro RF Endpoints"** identifies the Master Meter transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant Allegro Base Station or Allegro Repeater.
- D. **"Allegro Repeater"** identifies the Master Meter manufactured device consisting of one transceiver, located on utility poles which relay a single transmission between the Allegro RF Endpoints and the Allegro Base Station.
- E. **"AMI System"** identifies the Master Meter Allegro Advanced Meter Infrastructure (AMI) System comprised of the Allegro RF Endpoints, the RF Field Equipment, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Master Meter. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- F. **"Confidential Information"** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party.
- G. **"End User"** means any end user of water that pays Customer for the consumption of water.
- H. **"Head End Communication Server"** identifies the communication server consisting of software used to gather, store, and report data collected by the Allegro Base Stations from the Allegro RF Endpoints.

- I. **“Intellectual Property”** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, moral rights, author’s rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

- J. **“RF Field Equipment”** means, collectively, Allegro Base Stations and Allegro Repeaters.



INVOICE

Master Meter, Inc.
 101 Regency Parkway
 Mansfield, Texas 76063

Phone: 817-842-8000

Page	Invoice Number:
1	209865
Invoice Date	Due Date
10/31/2019	11/30/2019
Terms	Customer ID
Net 30 days	0437038
P.O. Number	P.O. Date
	10/15/2019
RMA No.	Sales Person
	Ric O'Connor

Confirm To:	Martha Amescua
Bill To:	Schertz, City of Martha Amescua 1400 Schertz Parkway Schertz, TX 78154 USA

Ship To:	Ship To Code: 1 Schertz, City of 10 Commercial Place #2 Schertz, TX 78154-3101 USA
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Our Order No.			
	Ship Via	Ship Date	Shipping Agent
		10/15/2019	

Item/Description	Unit	Invoiced	Unit Price	Total Price
RHS-ALL-F-BS Annual Maintenance (Per Base Station)	EACH	2	3,500.00	7,000.00
RHS-ALL-F-REP Annual Maintenance (Per Repeater)	EACH	5	500.00	2,500.00
RSS-HAR-F-1025 Harmony Fixed Annual Support 10K-25K	EACH	14,812	1.23	18,218.76

Harmony Annual Renewal
 December 1, 2019 - November 30, 2020

Amount Subject to Sales Tax USD	Amount Exempt from Sales Tax
0.00	27,718.76

Subtotal:	27,718.76
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total Due (USD):	27,718.76

Remit Payment to: Master Meter, Inc.
 P.O. Box 842192
 Dallas, TX 75284-2192

Remaining Due: 0.00

CITY COUNCIL MEMORANDUM

City Council Meeting: January 12, 2021
Department: City Secretary
Subject: Ordinance No. 21-S-01 - Consideration, and/or action approving a request to rezone approximately 10.5 acres of land from Planned Development District (PDD) to Planned Development District (PDD), generally located southeast of the intersection between Hallie Chase and Hallie Loop, more specifically described as Hallie's Cove Subdivision Units 4A and 4B, City of Schertz, Bexar County, Texas. *Final Reading* (B. James/L. Wood/N. Kopyay)

BACKGROUND

The original Hallie's Cove Planned Development District (PDD) zone change was approved by the Schertz City Council on September 27, 2016. An amendment to the Hallie's Cove PDD was approved by the Schertz City Council on January 24, 2017 in order to modify the minimum required lot depths and the method of measuring lot depths for irregular lots, which are defined as lots fronting cul-de-sacs, knuckled sacs, and curved streets.

This zoning application will be a further amendment to the Hallie's Cove PDD for Units 4A and 4B in order to amend the dimensional standards. The applicant is proposing this amendment to the Hallie's Cove PDD to ensure that Lots 8 and 11, Block 4 within Unit 4A and Lots 9 and 10, Block 4 within Unit 4B meet the zoning requirements necessary to subdivide the property. During the design phase of the Hallie's Cove Units 4A and 4B preliminary plats, a drainage easement (Lot 900, Block 4) was required to be widened by the City to accommodate the proposed development. This resulted in the adjacent single-family residential lots being shortened to 109 feet, which meant that the lots no longer satisfied the dimensional requirements per the PDD.

The applicant is proposing the following modifications to the PDD dimensional requirements to ensure that Lots 8-11, Block 4 can be subdivided in accordance with the subject property's zoning ordinance:

- The minimum depth for buildable single-family residential lots adjacent to drainage easements is proposed to be a minimum of 109 feet, instead of the currently required 119 feet, and
- The minimum area for lots adjacent to drainage easements is proposed to be a minimum of 8,720 square feet, instead of the currently required 9,600 square feet.

Please see the attached exhibit, entitled 'Dimensional Standards Comparison', that shows the existing dimensional requirements compared with the proposed dimensional requirements for reference. The proposed change to the dimensions of the buildable lots adjacent to drainage easements can be seen listed as superscript "c". This modification will only apply to Lots 8-11, Block 4, because the reduced requirements for lot depth and area are only applicable to buildable lots immediately adjacent to drainage easements.

The requested amendment to the Hallie's Cove PDD will be referred to herein as a rezoning since it requires the adoption of a new zoning ordinance.

Compatibility with Comprehensive Plan Goals and Objectives: The Comprehensive Plan, through the South Schertz Sector Plan, identifies the subject properties as Estate Neighborhood. 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 redevelopment 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 overall density of the subdivision remains unchanged through the proposed rezone, and the character of the development standards remains consistent with the ENPDD alternate development option, approved as part of the original Hallie's Cove PDD. Therefore, the proposed rezone is compatible with the goals and objectives of the Comprehensive Plan.

Compatibility with Existing and Potential Adjacent Land Uses: The subject property is currently surrounded by agriculture/undeveloped land and single-family residential land. The proposed rezone to PDD is compatible with the existing and potential adjacent land uses.

Impact to Public Infrastructure and Facilities/Services: The proposed rezone should not have an adverse impact on public infrastructure or facilities/services.

Public Hearing Notices: In preparation for this public hearing, twenty-one (21) public hearing notices were mailed to surrounding property owners on November 25, 2020, and a public hearing notice was published in the *San Antonio Express* on December 16, 2020. At the time of this report staff has received two (2) responses: one in favor and one neutral to the proposed zone change.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission held a public hearing on December 9, 2020 and made a recommendation to City Council to approve the proposed zone change by a 7-0 vote.

City Council approved this on first reading at their meeting of January 5, 2021.

GOAL

The goal of the proposed rezone is to amend the Hallie's Cove Units 4A & 4B PDD development standards to allow for a reduced minimum lot depth and minimum lot area for buildable single-family residential lots adjacent to drainage easements.

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 applicant is proposing an amendment to the Hallie's Cove PDD development standards to reduce the minimum lot depth from 119 feet to 109 feet and the minimum lot area from 9,600 square feet to 8,720 square feet for buildable single-family residential lots adjacent to drainage easements. The modifications to the dimensional requirements will ensure that Lots 8-11, Block 4 can be subdivided in accordance with the subject property's zoning ordinance. The proposed rezone will not alter the character of the Hallie's Cove Subdivision, and will allow Units 4A and 4B to develop as originally intended with the previously approved Hallie's Cove PDD. Therefore, Staff recommends approval of the proposed rezone as submitted.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends approval of the proposed zone change to Planned Development District (PDD), and approval of Final reading.

Attachments

Ordinance 21-S-01

Ordinance 21-S-01 Exhibit A

Ordinance 21-S-01 Exhibit B

Ordinance 21-S-01 Exhibit C

Aerial Map

Public Hearing Notice Map

Public Hearing Notice Responses

ORDINANCE NO. 21-S-01

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 10.5 ACRES OF LAND FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO PLANNED DEVELOPMENT DISTRICT (PDD), LOCATED SOUTHEAST OF THE INTERSECTION BETWEEN HALLIE CHASE AND HALLIE LOOP, MORE SPECIFICALLY DESCRIBED AS HALLIE S COVE SUBDIVISION UNITS 4A AND 4B, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

WHEREAS, an application to rezone approximately 10.5 acres of land located southeast of the intersection between Hallie Chase and Hallie Loop, and more specifically described in 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 21.5.4.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 December 9, 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 according to the development standards set forth in Exhibit C attached herein (the “Development Standards”); and

WHEREAS, on January 5, 2021, 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 and Exhibit B, is hereby zoned Planned Development District (PDD)

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 5th day of January, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 12th day of January, 2021.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)

Field Notes for a Tract of Land
Containing 10.329 acres (449,912.26 square feet)

10.329 acres (449,912.26 square feet) tract of land situated in the Eligio Gortari Survey No. 2, Abstract No. 5, County Block 5193, Bexar County, Texas, being out of the remainder of a 70.831 acre tract of land as conveyed to HLH Development, LLC, by Assumption Warranty Deed, as recorded in Document No. 20180237610 of the Official Public Records of Bexar County, Texas, said 10.329 acres (449,912.26 square feet) tract of land being more particularly described as follows:

Beginning: at a point being the most southerly terminus point of Hallie Loop, a 50.00-foot wide right of way as shown on plat of Hallies Cove Subdivision Unit 2, as recorded in Document Number 20180120002 of the Official Public Records of Bexar County, Texas, and being an interior corner of the herein described tract;

Thence, with the southeast boundary of said Hallies Cove Subdivision Unit 2, the following three (3) courses:

North 59 degrees 30 minutes 41 seconds East, a distance of 297.83 feet to a found iron rod with a yellow plastic cap stamped "CDS MUERY S.A. TX", being the easterly corner of Lot 2, Block 6, of said Hallies Cove Subdivision Unit 2, and being an angle point in the herein described tract;

South 30 degrees 54 minutes 12 seconds East, a distance of 25.20 feet to a point, being the most southerly terminus point of Hallie River, a 50.00-foot wide right of way as shown on said plat of Hallies Cove Subdivision Unit 2, and being an angle point in the herein described tract;

North 59 degrees 23 minutes 51 seconds East, a distance of 146.41 feet to a found iron rod with a yellow plastic cap stamped "CDS MUERY S.A. TX", being the west corner of Lot 1, Block 7, of said Hallies Cove Subdivision Unit 2, and being the south corner of Lot 2, Block 7, as shown on plat of Hallies Cove Subdivision Unit 3, as recorded in Document Number 20190211497 of the Official Public Records of Bexar County, Texas, said iron rod being an angle point in the herein described tract;

Thence, with the southeast and the easterly boundary of said Hallies Cove Subdivision Unit 3, the following nine (9) courses:

North 59 degrees 31 minutes 00 seconds East, a distance of 333.00 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being the south corner of Lot 6, Block 7, as shown on plat of said Hallies Cove Subdivision Unit 3, being the north corner of the herein described tract;

South 30 degrees 29 minutes 00 seconds East, a distance of 170.00 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being an interior angle in the herein described tract;

North 59 degrees 31 minutes 00 seconds East, a distance of 52.46 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being an angle point in the herein described tract;

South 30 degrees 29 minutes 50 seconds East, a distance of 124.25 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being an angle point in the herein described tract;

South 59 degrees 31 minutes 00 seconds West, a distance of 165.00 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being an angle point in the herein described tract;

South 30 degrees 29 minutes 00 seconds East, a distance of 8.21 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being a point of tangent curvature to the left;

Along the arc of said curve to the left, a distance of 20.48 feet, having a radius of 30.00 feet, a central angle of 39 degrees 06 minutes 54 seconds, and a chord bearing and distance of South 50 degrees 02 minutes 27 seconds East, 20.09 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being a point of reverse curvature to the right;

Along the arc of said curve to the right, a distance of 115.61 feet, having a radius of 50.00 feet, a central angle of 132 degrees 28 minutes 26 seconds, and a chord bearing and distance of South 03 degrees 21 minutes 41 seconds East, 91.52 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being a point of non-tangency;

South 30 degrees 29 minutes 00 seconds East, a distance of 115.10 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being the south corner of Lot 23, Block 4, designated as Park/Open Space as shown on plat of said Hallies Cove Subdivision Unit 3, said iron rod being on the southeasterly boundary of the remainder of said 70.831 acre tract, being an angle point in the herein described tract;

Thence, with the southeast boundary of the remainder of said 70.831 acre tract, South 59 degrees 41 minutes 07 seconds West, a distance of 742.02 feet to a point being the south corner of the remainder of said 70.831 acre tract, and the south corner of the herein described tract;


Thence, with the southwest boundary of the remainder of said 70.831 acre tract, North 30 degrees 29 minutes 28 seconds West, a distance of 515.35 feet to a found iron rod with a red plastic cap stamped "RPLS 4540" on the southeast boundary of Lot 7, Block 4 as shown on said plat of Hallies Cove Subdivision Unit 2, being the north corner of a 1.021 acre tract described by deed recorded in Volume 8165, Page 717 of the Official Public Records of Bexar County, Texas, said iron rod being the west corner of the herein described tract;

Thence, with the southeast boundary of said Lot 7, Block 4, North 22 degrees 24 minutes 09 seconds East, a distance of 126.95 feet to a found iron rod with a yellow plastic cap stamped "CDS MUERY S.A. TX" on the southwesterly right of way of said Hallie Loop, being a point of non-tangent curvature to the right;

Thence, with the southwesterly right of way of said Hallie Loop, along the arc of said curve to the right, a distance of 52.49 feet, having a radius of 575.00 feet, a central angle of 05 degrees 13 minutes 51 seconds, and a chord bearing and distance of South 42 degrees 31 minutes 03 seconds East, 52.48 feet to the **Point of Beginning**, containing 10.329 acres (449,912.26 square feet) of land.

Note: Basis of bearing was established from the State Plane Coordinate System, North American Datum of 1983, Texas South Central Zone. A survey of even date was prepared for this description




Stephanie L. James, R.P.L.S.
Registered Professional Land Surveyor
No. 5950
Date: 2019-10-07 Job #19043
Revised Date: 2019-12-18

GENERAL NOTES:

1) BASIS OF BEARING WAS ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.

2) ONLY THOSE COPIES WHICH BEAR AN ORIGINAL INK IMPRESSION SEAL AND AN ORIGINAL SIGNATURE OF THE SURVEYOR WILL BE CONSIDERED A "VALID" COPY. MOY TARIN RAMIREZ ENGINEERS, LLC., WILL NOT BE RESPONSIBLE FOR THE CONTENT OF ANYTHING OTHER THAN A VALID COPY OF THIS SURVEY.

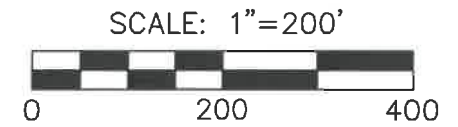
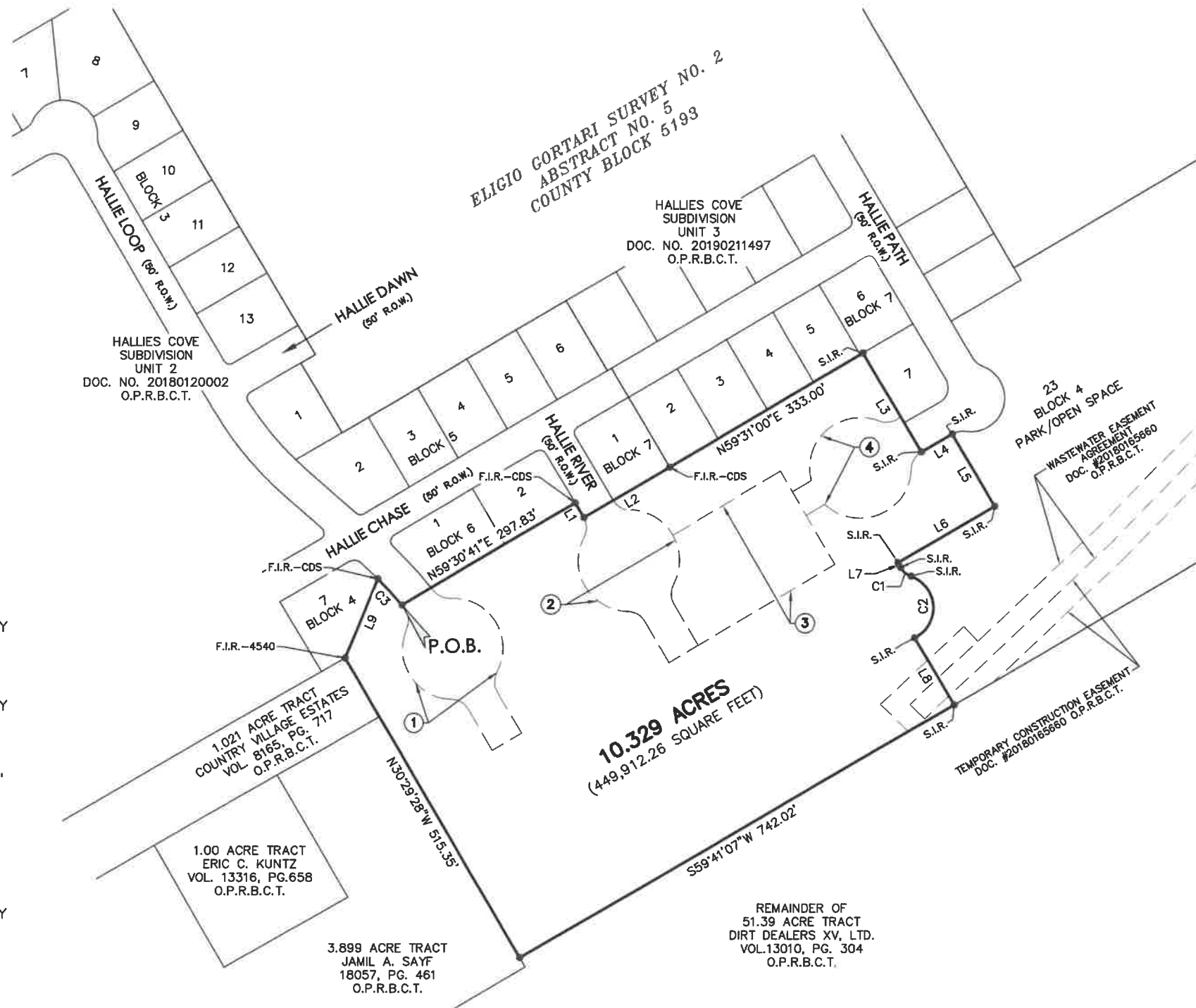
3) THIS EXHIBIT IS NOT AN IMPROVEMENT SURVEY. IMPROVEMENTS AND RECORDED EASEMENTS AFFECTING THE SUBJECT PROPERTY MAY EXIST BUT ARE NOT SHOWN.

4) A FIELD NOTE DESCRIPTION OF EVEN DATE WAS PREPARED FOR THIS SURVEY.

5) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT.

KEY NOTES:

- ① VARIABLE WIDTH E.G.T.T.V., WATER, SANITARY SEWER, DRAINAGE & TURNAROUND EASEMENT
DOC.#20180085937, O.P.R.B.C.T.
- ② VARIABLE WIDTH E.G.T.T.V., WATER, SANITARY SEWER, DRAINAGE & TURNAROUND EASEMENT
(VOL.20001, PG. 217, O.P.R.B.C.T.)
DOC.#20180120002 AND DOC.#20180085936, O.P.R.B.C.T.
- ③ VARIABLE WIDTH SANITARY SEWER EASEMENT
(VOL.20001, PG. 217, O.P.R.B.C.T.)
DOC.#20180120002 AND
DOC.#20180085933, O.P.R.B.C.T.
- ④ VARIABLE WIDTH E.G.T.T.V., WATER, SANITARY SEWER, DRAINAGE & TURNAROUND EASEMENT (BEING RECORDED CONCURRENTLY WITH THE HEREIN PLAT, DOC.#20190211497, O.P.R.B.C.T.)



LEGEND:

- F.I.R. FOUND IRON ROD
- F.I.R.-CDS FOUND IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CDS MUERY S.A.TX"
- F.I.R.-4540 FOUND IRON ROD WITH A RED PLASTIC CAP STAMPED "RPLS 4540"
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- S.I.R. SET 1/2" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "MTR ENG"

CURVE TABLE					
CURVE NO.	DELTA	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	39°06'54"	20.48'	30.00'	S50°02'27"E	20.09'
C2	132°28'26"	115.61'	50.00'	S03°21'41"E	91.52'
C3	5°13'51"	52.49'	575.00'	S42°31'03"E	52.48'

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	25.20'	S30°54'12"E
L2	146.41'	N59°23'51"E
L3	170.00'	S30°29'00"E
L4	52.46'	N59°31'00"E
L5	124.25'	S30°29'50"E
L6	165.00'	S59°31'00"W
L7	8.21'	S30°29'00"E
L8	115.10'	S30°29'00"E
L9	126.95'	N22°24'09"E

Moy Tarin Ramirez Engineers, LLC
 TBPELS ENGINEERING F-5297/SURVEYING NO. 10131500
 12770 CIMARRON PATH, SUITE 100 TEL: (210) 698-5051
 SAN ANTONIO, TEXAS 78249 FAX: (210) 698-5085

Stephanie L. James

EXHIBIT OF
 10.329 ACRES (449,912.26 SQUARE FEET) TRACT OF LAND SITUATED IN THE ELIGIO GORTARI SURVEY NO. 2, ABSTRACT NO. 5, COUNTY BLOCK 5193, BEXAR COUNTY, TEXAS, BEING OUT OF THE REMAINDER OF A 70.831 ACRE TRACT OF LAND AS CONVEYED TO HLH DEVELOPMENT, LLC, BY ASSUMPTION WARRANTY DEED, AS RECORDED IN DOCUMENT NO. 20180237610 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

DATE: 10-07-2019
 REVISED DATE: 12-18-2019

JOB NO. 19043

V:\19043 Hallies Cove Unit A Drawings\19043 Hallies Cove Unit A Exhibit (revised).dwg 2019/12/18 3:40pm jrc@iguz

HALLIES COVE UNITS 4A & 4B

An Estate Neighborhood Planned Development District
Schertz, Bexar County, Texas



- *Engineers*
- *Surveyors*
- *Planners*

Moy Tarin Ramirez Engineers, LLC

12770 Cimarron Path, Ste. 100 San Antonio, TX 78249

TBPELS: Engineering F-5297/Surveying F-10131500

Phone 210-698-5051 Fax 210-698-5085

MTR JOB #19043

November 2020

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Exhibit “A” - Zoning Exhibit

Exhibit “B” - Metes and Bounds

Exhibit “C” – Survey

Exhibit “D” – Entry Sign Locations

Exhibit “E” – Street Parking Section

Exhibit “F” – Master Development Plan

I. General

Hallies Cove Unit 4 is a proposed 10.33 acre single family residential development in the City of Schertz, Bexar County, Texas. Located along FM 1518, approximately 2,800 feet north of IH 10, the property is mostly undeveloped pasture with areas of floodplain. Because of its proximity to the floodplain and the ability to offer some significant open space for use by the City of Schertz linear trail system, Hallies Cove Unit 4 intends to use a residential cluster option in order to maximize the open space available.

Except as noted herein, the property will develop in accordance with the Estate Neighborhood Planned Development District (ENPDD) as specified in the Unified Development Code (UDC). Unless otherwise specified herein, all future development on the Property shall be governed by the UDC as amended.

AFFECTED UDC ARTICLES

II. Zoning Districts (Article 5)

Dimensional Requirements Residential Zoning Districts Table 21.5.7(A).

All buildable lots in Hallies Cove Unit 4A and 4B will develop in accordance with the R1 zoning district with the following exceptions:

Minimum Lot Size and Dimensions			Minimum Yard Setback (ft.)		
Area (sq. ft.)	Width (ft.)	Depth (ft.)	Front (ft)	Side (ft)	Rear (ft)
9,600 ^c	80	119 ^{a,c}	25	10	20 ^b
a. Lot depth, measured alongside property lines, for irregular lots, lots fronting cul-du-sacs or knuckles and curved streets, may vary in length provided that the average length of the two (2) side lot lines shall not be less than one hundred (100) feet.					
b. A maximum of twenty (20) linear feet of the building width may have a reduced minimum rear yard setback of ten (10) feet. Building width shall be measured in a straight line parallel to the lot width as defined by the UDC.					
c. Lots adjacent to drainage easements, will have a minimum lot depth of one hundred nine (109) feet and a minimum area of 8,720 square feet					

Estate Neighborhood Planned Development District (ENPDD) Section 21.5.13(F)(2)

Open Space Requirement:

Hallies Cove will provide 39 percent (39%) of the gross total acreage and will provide for more spacious lots with an R-1 density rather than using an extra dense lot size to meet the requirements of the ENPDD.

III. Site Design Standards (Article 9)

Screening and Fencing – Section 21.9.8(C)

Screening Along Arterial Roadways:

Hallies Cove will provide 70 feet of landscape buffer to include shrubs, trees, and meandering berms along its entire frontage of FM 1518 in lieu of the 8' tall masonry wall.

IV. Signs and Advertising Devices (Article 11)

Subdivision Entry Signs – Section 21.11.15(D)

Maximum Number of Signs:

Hallies Cove will have two (2) primary entrance signs. See Attached Exhibit for location.

V. Transportation (Article 14)

Streets – Section 21.14.1(P)

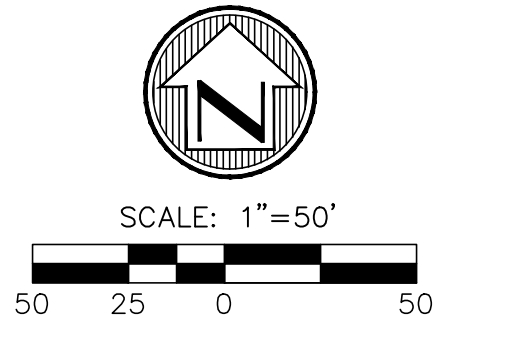
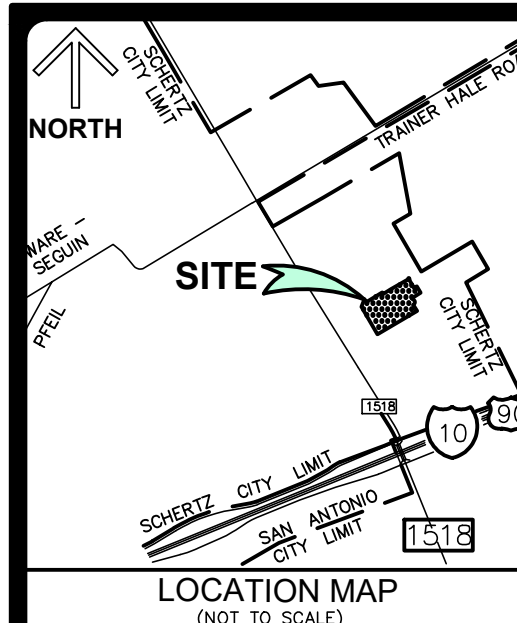
Street Improvements:

Hallies Cove will use a wider local street - residential section to provide dedicated parallel parking to the public for access to the proposed northern parkland. The street section will be adjacent to the open space and is described in Table 1. See attached Exhibit for cross-section.

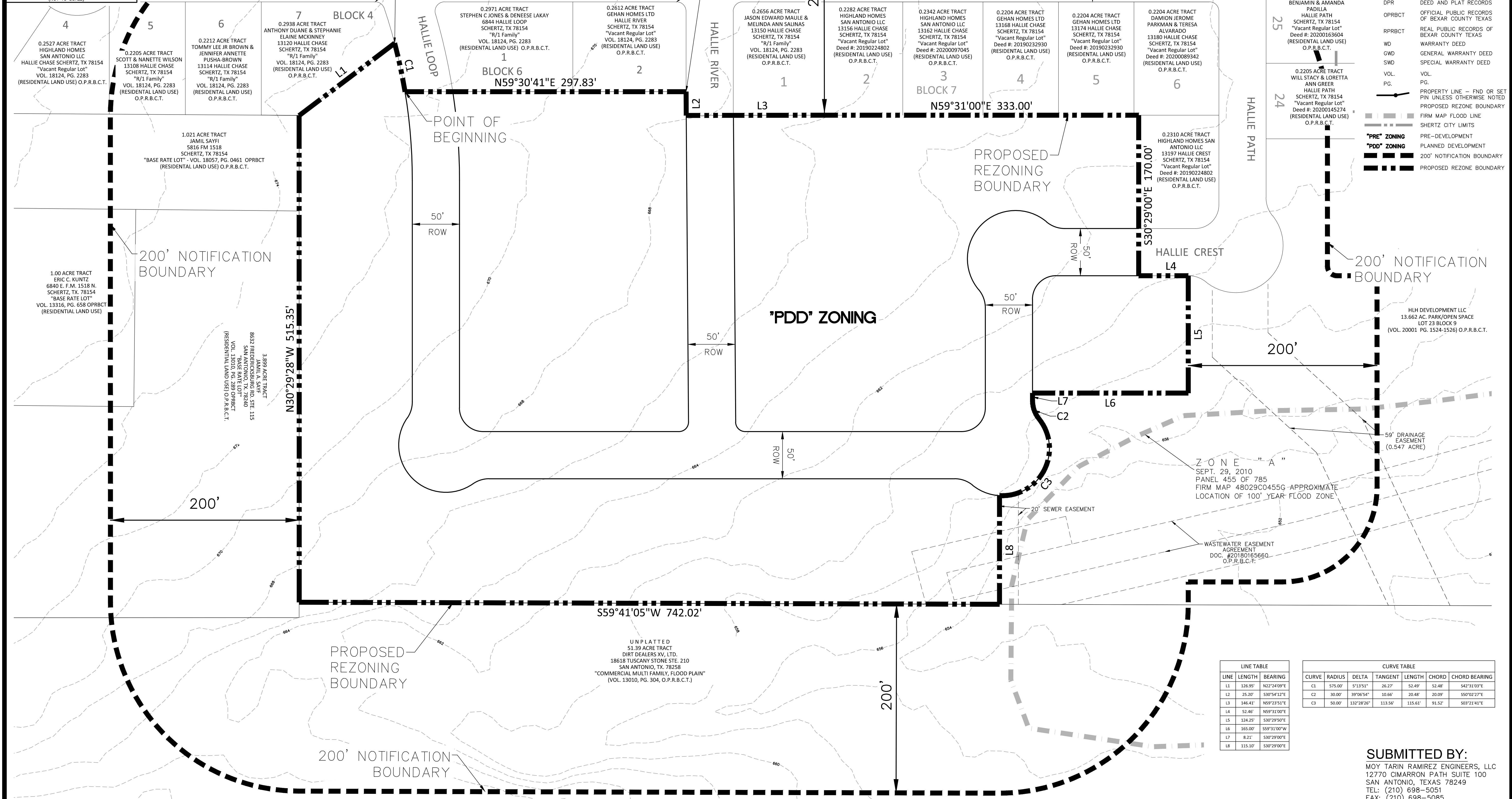
Classification	ROW	Pavement	Drainage Width	Sidewalk Width	Hike / Bike Trail
Local Street; Residential with parallel parking	55'	35'	Curb or Curb and Gutter	5 feet both sides	N/A

VI. Amendments to the Planned Development District (PDD)

Any significant future changes from the established Dimensional Requirements for the approved PDD, or changes that alter the concept of the PDD and/or increase the density, will cause the plan to be re-submitted for approval by the Planning & Zoning Commission and the City Council, including a new public hearing with applicable fees. Minor changes which do not change the concept or intent of the development shall be approved or denied administratively. Adjustments to detention areas as a result of stormwater management will be considered a minor change.



- LEGEND:**
- EXISTING CONTOUR
 - R RADIUS
 - DPR DEED AND PLAT RECORDS OF BEAR COUNTY TEXAS
 - OPRBCCT OFFICIAL PUBLIC RECORDS OF BEAR COUNTY TEXAS
 - RPRBCT REAL PUBLIC RECORDS OF BEAR COUNTY TEXAS
 - WD WARRANTY DEED
 - GWD GENERAL WARRANTY DEED
 - SWD SPECIAL WARRANTY DEED
 - VOL. VOL.
 - PG. PG.
 - PROPERTY LINE - END OR SET FIN UNLESS OTHERWISE NOTED
 - PROPOSED REZONE BOUNDARY
 - FIRM MAP FLOOD LINE
 - SHERTZ CITY LIMITS
 - "PRE" ZONING
 - "PDD" ZONING
 - 200' NOTIFICATION BOUNDARY
 - PROPOSED REZONE BOUNDARY



200' NOTIFICATION BOUNDARY

"PDD" ZONING

200' NOTIFICATION BOUNDARY

200'

200'

200' NOTIFICATION BOUNDARY

GENERAL NOTES

1. THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLATTING.
2. ALL OPEN SPACE, COMMON AREAS, GREENBELTS, LANDSCAPE, DRAINAGE EASEMENT OR OTHER AREAS IDENTIFIED AS PRIVATE, SHALL BE THE RESPONSIBILITY OF THE OWNER OR OWNER'S SUCCESSORS AND/OR ASSIGNS.
3. ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 48029C0455G DATED SEPT. 29, 2010, SITE IS WITHIN THE 100-YEAR FLOODPLAIN.
4. CONTOURS ARE FROM SAN ANTONIO RIVER AUTHORITY LIDAR.
5. AN ELEVATION CERTIFICATE WILL BE REQUIRED FOR ALL LOTS WITHIN 100' OF THE 100 YEAR FLOOD AS PER FIRM MAP 48029C0455G, PANEL 455 OF 785 DATED SEPTEMBER 29, 2010.

HALLIES COVE ZONING TABLE

CONDITION	ZONING	AREA (AC.)
EXISTING	"PDD"	10.33
PROPOSED	"PDD"	10.33

HALLIES COVE UNIT 4
10.33 ACRES ~ TOTAL TRACT AREA

LEGAL DESCRIPTION

BEING 10.33 ACRES OF LAND SITUATED IN THE ELIGIO GORTARI SURVEY NO. 2, ABSTRACT NO. 5, COUNTY BLOCK 5193 IN BEAR COUNTY, TEXAS, SAID 86.86 ACRES TRACT BEING A PORTION OF A CALLED 80 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO WATER STAPPER AND WIFE, LONNIE STAPPER, RECORDED IN VOL. 2643, PG. 271 OF THE DEED RECORDS OF BEAR COUNTY, TEXAS.

LINE TABLE

LINE	LENGTH	BEARING
L1	126.95'	N22°24'09"E
L2	25.20'	S30°54'12"E
L3	146.41'	N59°23'51"E
L4	52.46'	N59°31'00"E
L5	324.25'	S50°29'50"E
L6	165.00'	S50°31'00"W
L7	8.21'	S50°29'00"E
L8	115.10'	S30°29'00"E

CURVE TABLE

CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD	CHORD BEARING
C1	575.00'	5°13'51"	26.27'	52.49'	52.48'	S42°31'03"E
C2	30.00'	39°06'54"	10.66'	20.48'	20.09'	S50°02'27"E
C3	50.00'	132°28'28"	113.56'	115.61'	91.52'	S03°21'41"E

SUBMITTED BY:
 MOY TARIN RAMIREZ ENGINEERS, LLC
 12770 CIMARRON PATH SUITE 100
 SAN ANTONIO, TEXAS 78249
 TEL: (210) 698-5051
 FAX: (210) 698-5085

SURVEYED BY:
 ATWELL, LLC
 10101 REUNION PLACE, SUITE 350
 SAN ANTONIO, TEXAS 78216
 210-536-0755
 TERS@ATWELL.COM 10184163
 JWIKIE@ATWELL-GROUP.COM

OWNER/APPLICANT
 HLH DEVELOPMENT
 15720 BANDERA ROAD, SUITE 103
 HELOTES, TEXAS 78023
 TEL: (210) 698-5490

REVISIONS

NO.	DATE	DESCRIPTION

MIR
 Engineers
 Surveyors
 Planners

Moy Tarin Ramirez Engineers, LLC
 FIRM TBPELS ENG F-5297 SVY F-10131500
 12770 CIMARRON PATH, SUITE 100 TEL: (210) 698-5051
 SAN ANTONIO, TEXAS 78249 FAX: (210) 698-5085

HALLIES COVE UNIT 4 ~ 10.33 ACRES
 ZONING EXHIBIT
 SCHERTZ, TEXAS

SHEET
E1

Field Notes for a Tract of Land
Containing 10.329 acres (449,912.26 square feet)

10.329 acres (449,912.26 square feet) tract of land situated in the Eligio Gortari Survey No. 2, Abstract No. 5, County Block 5193, Bexar County, Texas, being out of the remainder of a 70.831 acre tract of land as conveyed to HLH Development, LLC, by Assumption Warranty Deed, as recorded in Document No. 20180237610 of the Official Public Records of Bexar County, Texas, said 10.329 acres (449,912.26 square feet) tract of land being more particularly described as follows:

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Thence, with the southeast boundary of said Hallies Cove Subdivision Unit 2, the following three (3) courses:

North 59 degrees 30 minutes 41 seconds East, a distance of 297.83 feet to a found iron rod with a yellow plastic cap stamped "CDS MUERY S.A. TX", being the easterly corner of Lot 2, Block 6, of said Hallies Cove Subdivision Unit 2, and being an angle point in the herein described tract;

South 30 degrees 54 minutes 12 seconds East, a distance of 25.20 feet to a point, being the most southerly terminus point of Hallie River, a 50.00-foot wide right of way as shown on said plat of Hallies Cove Subdivision Unit 2, and being an angle point in the herein described tract;

North 59 degrees 23 minutes 51 seconds East, a distance of 146.41 feet to a found iron rod with a yellow plastic cap stamped "CDS MUERY S.A. TX", being the west corner of Lot 1, Block 7, of said Hallies Cove Subdivision Unit 2, and being the south corner of Lot 2, Block 7, as shown on plat of Hallies Cove Subdivision Unit 3, as recorded in Document Number 20190211497 of the Official Public Records of Bexar County, Texas, said iron rod being an angle point in the herein described tract;

Thence, with the southeast and the easterly boundary of said Hallies Cove Subdivision Unit 3, the following nine (9) courses:

North 59 degrees 31 minutes 00 seconds East, a distance of 333.00 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being the south corner of Lot 6, Block 7, as shown on plat of said Hallies Cove Subdivision Unit 3, being the north corner of the herein described tract;

South 30 degrees 29 minutes 00 seconds East, a distance of 170.00 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being an interior angle in the herein described tract;

North 59 degrees 31 minutes 00 seconds East, a distance of 52.46 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being an angle point in the herein described tract;

South 30 degrees 29 minutes 50 seconds East, a distance of 124.25 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being an angle point in the herein described tract;

South 59 degrees 31 minutes 00 seconds West, a distance of 165.00 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being an angle point in the herein described tract;

South 30 degrees 29 minutes 00 seconds East, a distance of 8.21 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being a point of tangent curvature to the left;

Along the arc of said curve to the left, a distance of 20.48 feet, having a radius of 30.00 feet, a central angle of 39 degrees 06 minutes 54 seconds, and a chord bearing and distance of South 50 degrees 02 minutes 27 seconds East, 20.09 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being a point of reverse curvature to the right;

Along the arc of said curve to the right, a distance of 115.61 feet, having a radius of 50.00 feet, a central angle of 132 degrees 28 minutes 26 seconds, and a chord bearing and distance of South 03 degrees 21 minutes 41 seconds East, 91.52 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being a point of non-tangency;

South 30 degrees 29 minutes 00 seconds East, a distance of 115.10 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being the south corner of Lot 23, Block 4, designated as Park/Open Space as shown on plat of said Hallies Cove Subdivision Unit 3, said iron rod being on the southeasterly boundary of the remainder of said 70.831 acre tract, being an angle point in the herein described tract;

Thence, with the southeast boundary of the remainder of said 70.831 acre tract, South 59 degrees 41 minutes 07 seconds West, a distance of 742.02 feet to a point being the south corner of the remainder of said 70.831 acre tract, and the south corner of the herein described tract;


Thence, with the southwest boundary of the remainder of said 70.831 acre tract, North 30 degrees 29 minutes 28 seconds West, a distance of 515.35 feet to a found iron rod with a red plastic cap stamped "RPLS 4540" on the southeast boundary of Lot 7, Block 4 as shown on said plat of Hallies Cove Subdivision Unit 2, being the north corner of a 1.021 acre tract described by deed recorded in Volume 8165, Page 717 of the Official Public Records of Bexar County, Texas, said iron rod being the west corner of the herein described tract;

Thence, with the southeast boundary of said Lot 7, Block 4, North 22 degrees 24 minutes 09 seconds East, a distance of 126.95 feet to a found iron rod with a yellow plastic cap stamped "CDS MUERY S.A. TX" on the southwesterly right of way of said Hallie Loop, being a point of non-tangent curvature to the right;

Thence, with the southwesterly right of way of said Hallie Loop, along the arc of said curve to the right, a distance of 52.49 feet, having a radius of 575.00 feet, a central angle of 05 degrees 13 minutes 51 seconds, and a chord bearing and distance of South 42 degrees 31 minutes 03 seconds East, 52.48 feet to the **Point of Beginning**, containing 10.329 acres (449,912.26 square feet) of land.

Note: Basis of bearing was established from the State Plane Coordinate System, North American Datum of 1983, Texas South Central Zone. A survey of even date was prepared for this description




Stephanie L. James, R.P.L.S.
Registered Professional Land Surveyor
No. 5950
Date: 2019-10-07 Job #19043
Revised Date: 2019-12-18

GENERAL NOTES:

1) BASIS OF BEARING WAS ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.

2) ONLY THOSE COPIES WHICH BEAR AN ORIGINAL INK IMPRESSION SEAL AND AN ORIGINAL SIGNATURE OF THE SURVEYOR WILL BE CONSIDERED A "VALID" COPY. MOY TARIN RAMIREZ ENGINEERS, LLC., WILL NOT BE RESPONSIBLE FOR THE CONTENT OF ANYTHING OTHER THAN A VALID COPY OF THIS SURVEY.

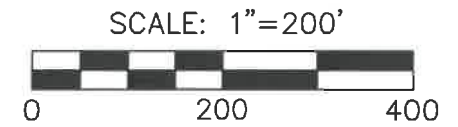
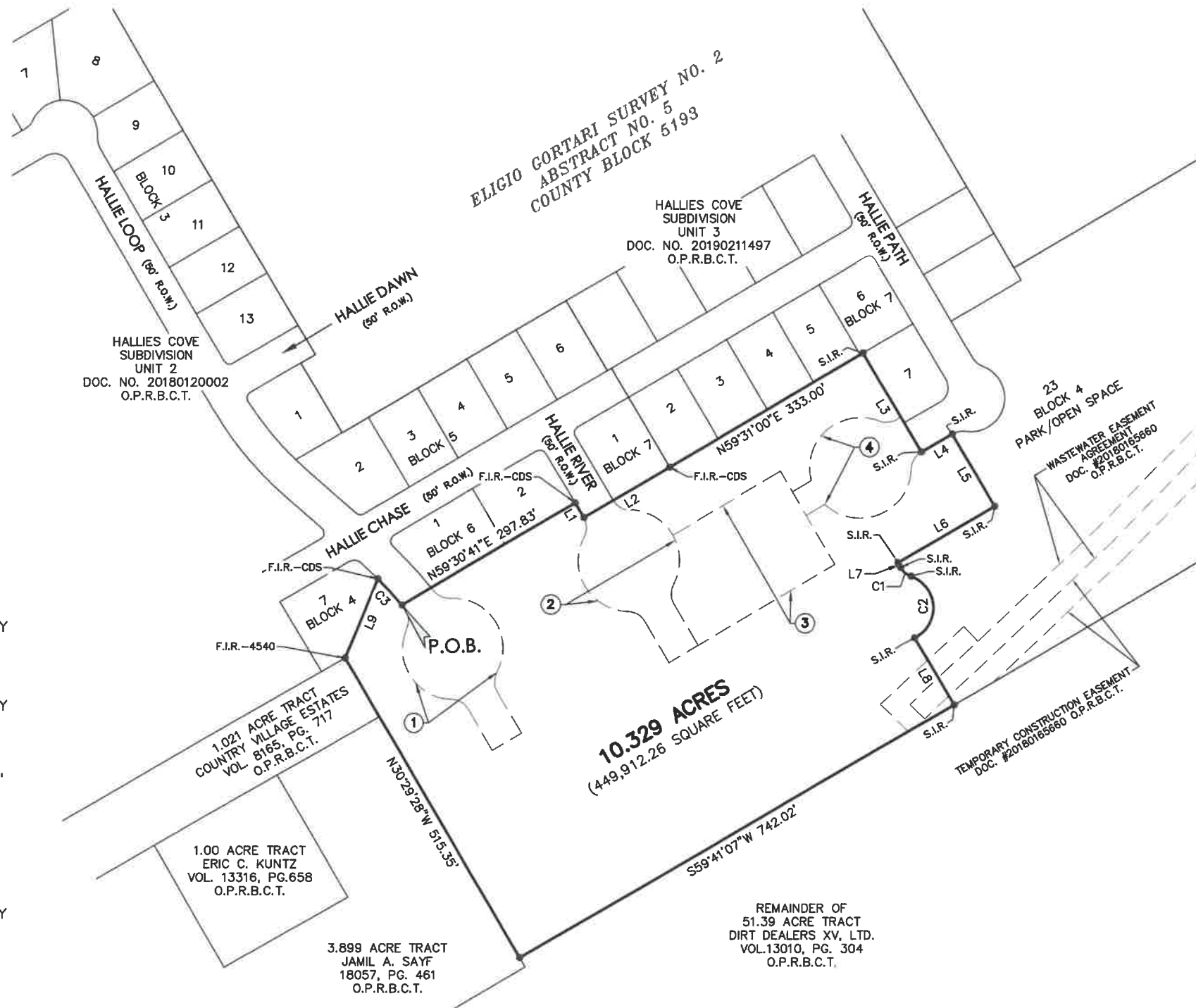
3) THIS EXHIBIT IS NOT AN IMPROVEMENT SURVEY. IMPROVEMENTS AND RECORDED EASEMENTS AFFECTING THE SUBJECT PROPERTY MAY EXIST BUT ARE NOT SHOWN.

4) A FIELD NOTE DESCRIPTION OF EVEN DATE WAS PREPARED FOR THIS SURVEY.

5) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT.

KEY NOTES:

- ① VARIABLE WIDTH E.G.T.T.V., WATER, SANITARY SEWER, DRAINAGE & TURNAROUND EASEMENT
DOC.#20180085937, O.P.R.B.C.T.
- ② VARIABLE WIDTH E.G.T.T.V., WATER, SANITARY SEWER, DRAINAGE & TURNAROUND EASEMENT
(VOL.20001, PG. 217, O.P.R.B.C.T.)
DOC.#20180120002 AND DOC.#20180085936, O.P.R.B.C.T.
- ③ VARIABLE WIDTH SANITARY SEWER EASEMENT
(VOL.20001, PG. 217, O.P.R.B.C.T.)
DOC.#20180120002 AND
DOC.#20180085933, O.P.R.B.C.T.
- ④ VARIABLE WIDTH E.G.T.T.V., WATER, SANITARY SEWER, DRAINAGE & TURNAROUND EASEMENT (BEING RECORDED CONCURRENTLY WITH THE HEREIN PLAT, DOC.#20190211497, O.P.R.B.C.T.)



LEGEND:

- F.I.R. FOUND IRON ROD
- F.I.R.-CDS FOUND IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CDS MUERY S.A.TX"
- F.I.R.-4540 FOUND IRON ROD WITH A RED PLASTIC CAP STAMPED "RPLS 4540"
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- S.I.R. SET 1/2" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "MTR ENG"

CURVE TABLE					
CURVE NO.	DELTA	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	39°06'54"	20.48'	30.00'	S50°02'27"E	20.09'
C2	132°28'26"	115.61'	50.00'	S03°21'41"E	91.52'
C3	5°13'51"	52.49'	575.00'	S42°31'03"E	52.48'

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	25.20'	S30°54'12"E
L2	146.41'	N59°23'51"E
L3	170.00'	S30°29'00"E
L4	52.46'	N59°31'00"E
L5	124.25'	S30°29'50"E
L6	165.00'	S59°31'00"W
L7	8.21'	S30°29'00"E
L8	115.10'	S30°29'00"E
L9	126.95'	N22°24'09"E

Moy Tarin Ramirez Engineers, LLC
 TBPELS ENGINEERING F-5297/SURVEYING NO. 10131500
 12770 CIMARRON PATH, SUITE 100 TEL: (210) 698-5051
 SAN ANTONIO, TEXAS 78249 FAX: (210) 698-5085

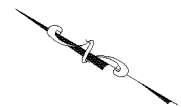
Stephanie L. James

EXHIBIT OF
 10.329 ACRES (449,912.26 SQUARE FEET) TRACT OF LAND SITUATED IN THE ELIGIO GORTARI SURVEY NO. 2, ABSTRACT NO. 5, COUNTY BLOCK 5193, BEXAR COUNTY, TEXAS, BEING OUT OF THE REMAINDER OF A 70.831 ACRE TRACT OF LAND AS CONVEYED TO HLH DEVELOPMENT, LLC, BY ASSUMPTION WARRANTY DEED, AS RECORDED IN DOCUMENT NO. 20180237610 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

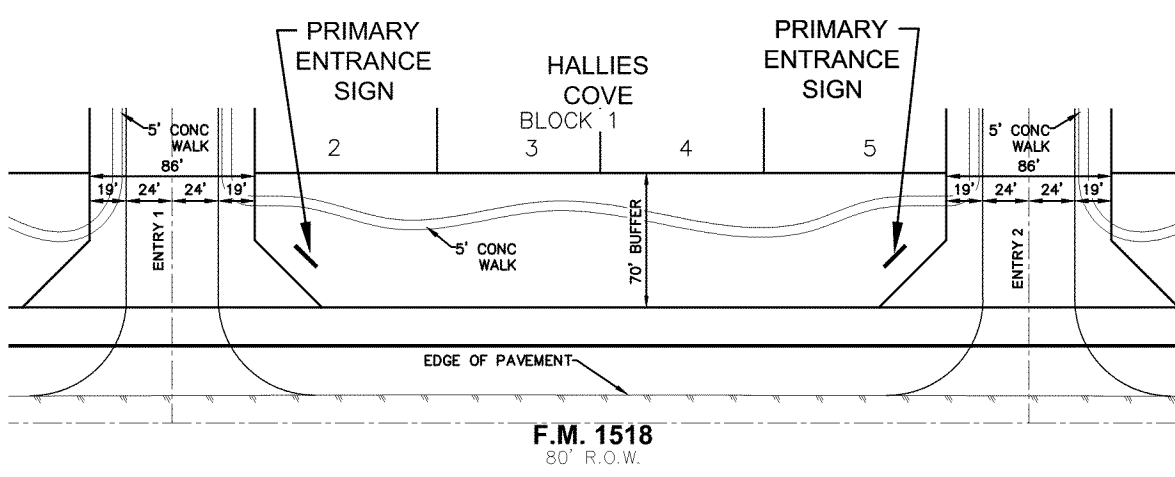
DATE: 10-07-2019
 REVISED DATE: 12-18-2019

JOB NO. 19043

V:\19043 Hallies Cove Unit A Drawings\19043 Hallies Cove Unit A Exhibit (revised).dwg 2019/12/18 3:40pm jrc@igomez



SCALE: 1" = 100'



File: P:\Housman\63 acres - FM 1518 Hallies Cove\DWG\Hallies Cove Master Plan_Sign Exhibit.dwg

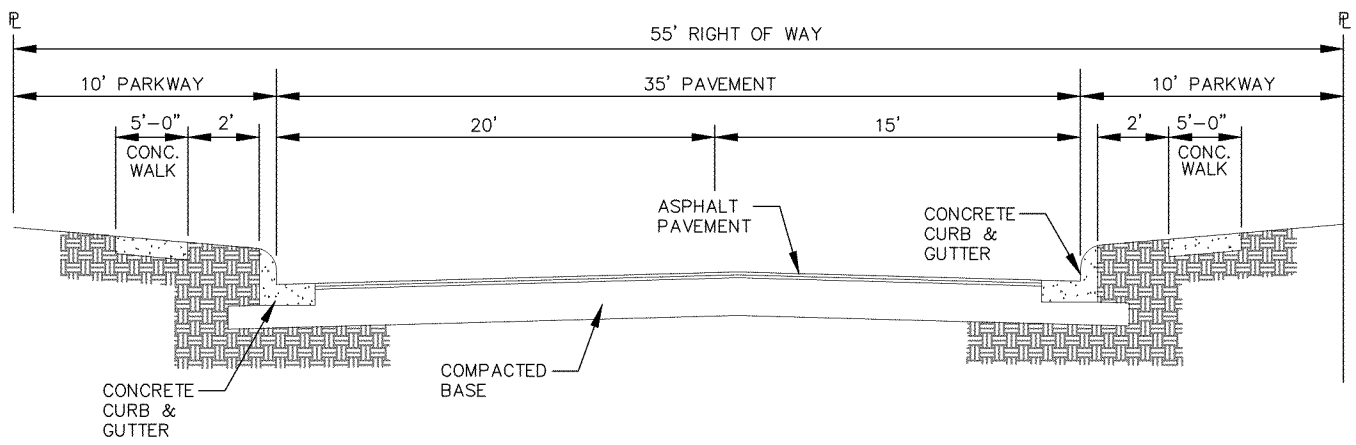
COURSEN-KOEHLER
ENGINEERING & ASSOCIATES

11802 Warfield, Suite 200 • San Antonio, Texas 78216
 Tel: 210.807.9030 • Fax: 210.855.5530
 www.coursen-koehler.com • TBPE Firm No. F-10747

HALLIES COVE

ENTRANCE SIGN EXHIBIT

JOB NO.:	15046.00
DATE:	08/08/16
DRAWN:	PDL
REVISIONS:	



**LOCAL STREET
RESIDENTIAL
WITH PARALLEL PARKING**
N.T.S.

File: P:\Housman\63 acres - FM 1518 Hallies Cove\DWG\Hallies Cove Master Plan_Sign_Exhibit.dwg

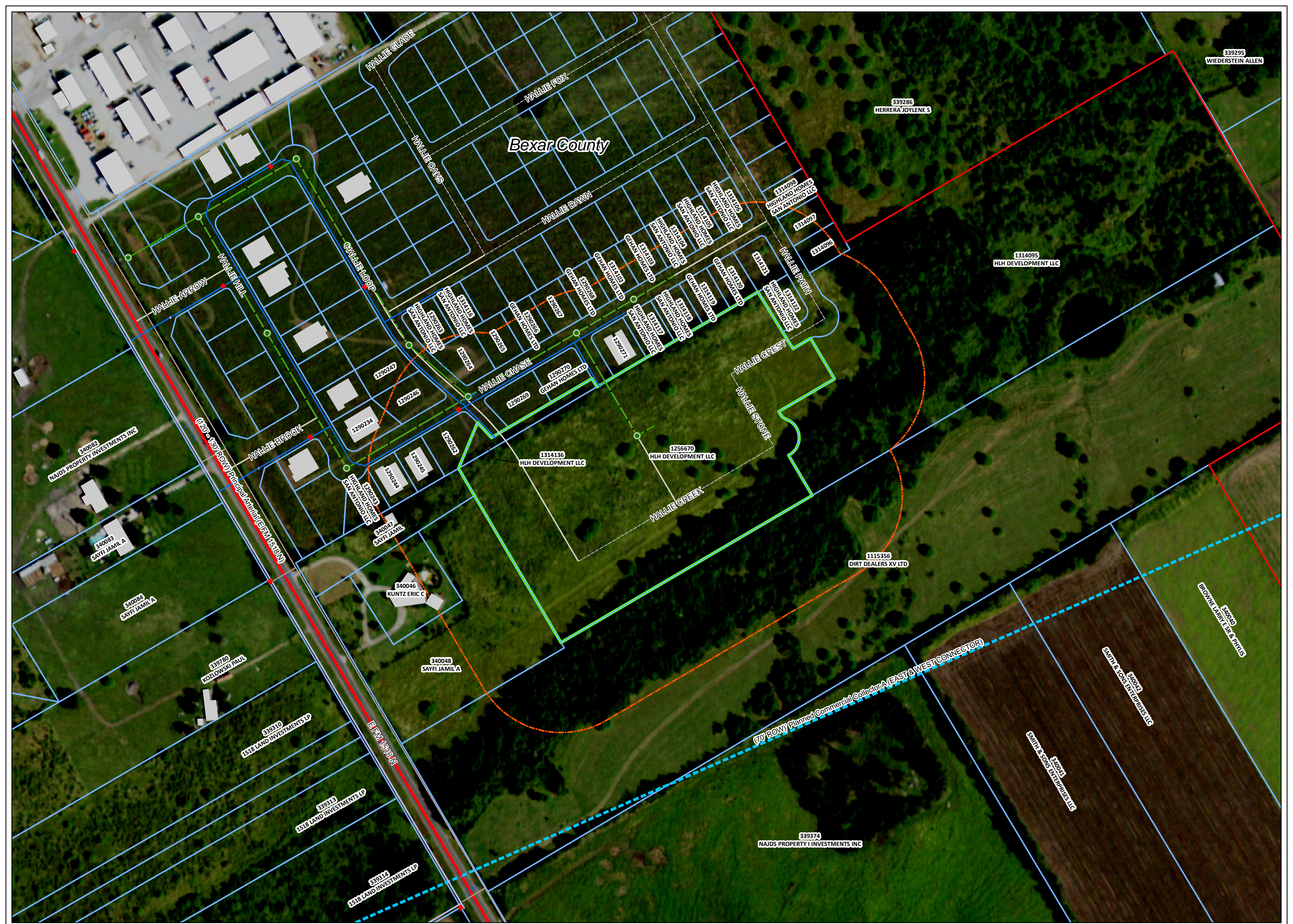
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HALLIES COVE

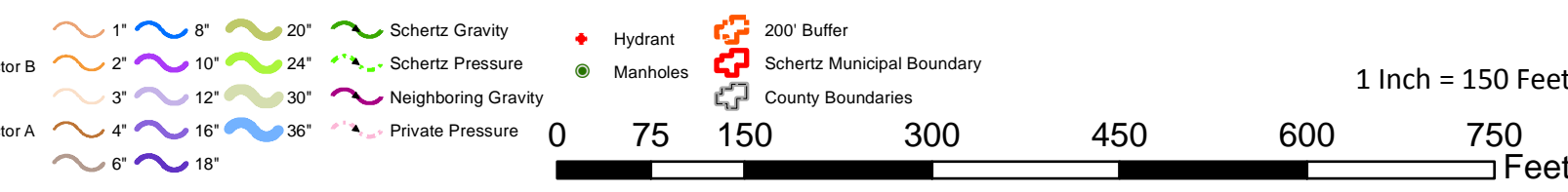
**LOCAL STREET
RESIDENTIAL
WITH PARALLEL PARKING**

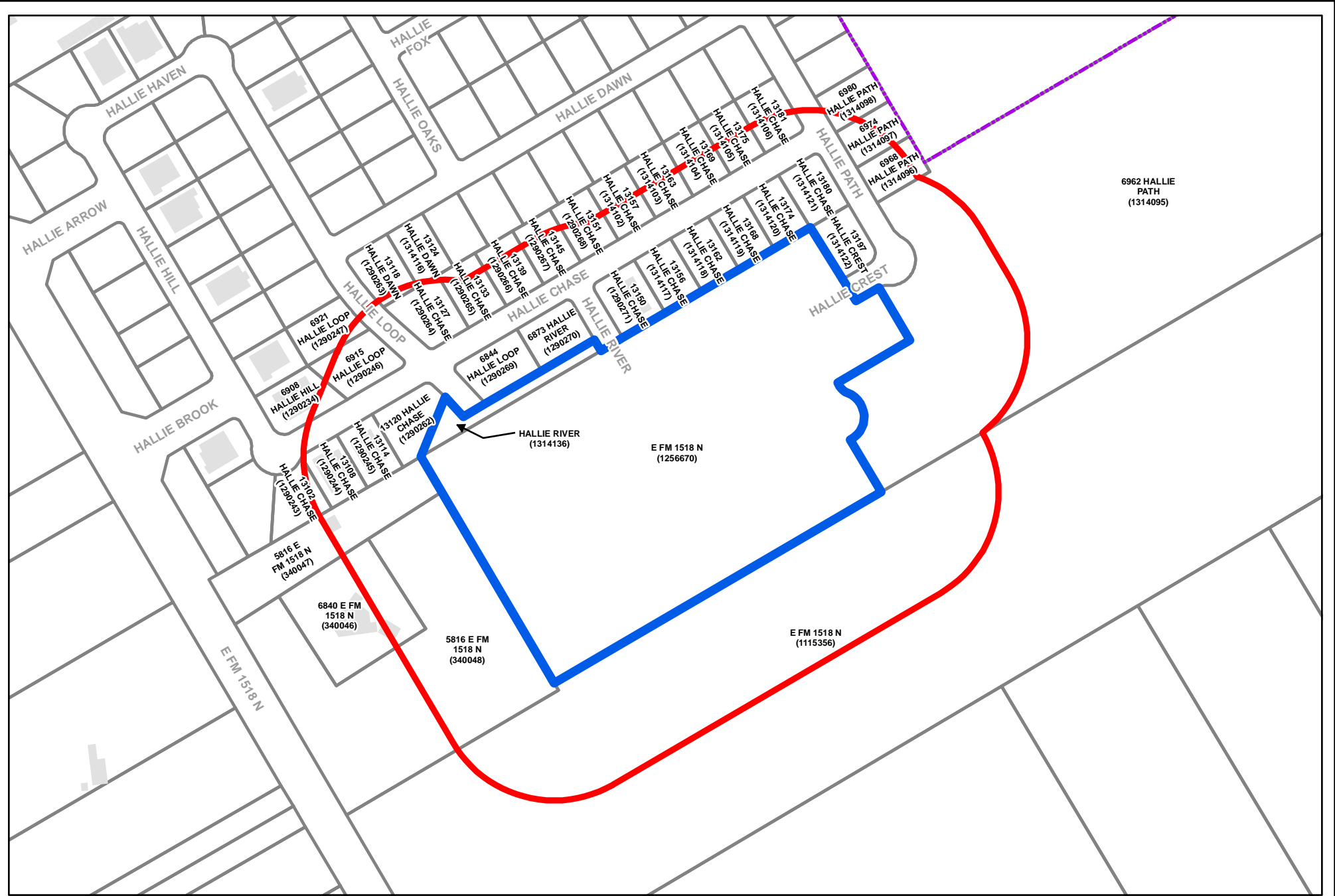
JOB NO.:	15046.00
DATE:	08/08/16
DRAWN:	PDL
REVISIONS:	



HALLIES COVE SUBDIVISION
UNITS 4A & 4B

- <all other values>
- <all other values>
- Planned Secondary Arterial
- Commercial Collector B
- 1"
- 8"
- 20"
- Schertz Gravity
- Hydrant
- 200' Buffer
- Highways
- Freeway
- Secondary Rural Arterial
- Planned Commercial Collector B
- 2"
- 10"
- 24"
- Schertz Pressure
- Manholes
- Schertz Municipal Boundary
- Major Roads
- Planned Secondary Rural Arterial
- Commercial Collector A
- 3"
- 12"
- 30"
- Neighboring Gravity
- County Boundaries
- Minor Roads
- Planned Principal Arterial
- Residential Collector
- Planned Commercial Collector A
- 4"
- 16"
- 36"
- Private Pressure
- Other Cities
- Secondary Arterial
- Planned Residential Collector
- 6"
- 18"





City of Schertz

HALLIES COVE SUBDIVISION

UNITS 4A & 4B



Parcel Boundaries

Schertz Municipal Boundary



200' Notification Buffer



0 125 250 500 750 Feet



NOTICE OF PUBLIC HEARING

November 25, 2020

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, December 9, 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:

ZC2020-010 – A request to rezone approximately 10.5 acres of land from Planned Development District (PDD) to Planned Development District (PDD), generally located southwest of the intersection between Hallie Chase and Hallie Loop, more specifically described as Hallie's Cove Subdivision Units 4A and 4B, 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

Nick Kopyay
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **ZC2020-010**

COMMENTS: PREDICATED UPON MEETING INFORMATION AND RESULTS

NAME: WILL S. LORETTA A. GREER SIGNATURE *Will S. Greer*
(PLEASE PRINT) *Loretta Greer*

STREET ADDRESS: 6968 HALLIE PATH, SCHERTZ, 78154

DATE: 2 DECEMBER 2020

Nick Kopyay

To: Nick Kopyay
Subject: RE: Rezone 10.5 acres of land from PDD - Hallie Chase

Sent: Tuesday, December 1, 2020 12:29 PM
To: Nick Kopyay <nkopyay@schertz.com>
Cc: JROCK81@YAHOO.COM
Subject: Re: Rezone 10.5 acres of land from PDD - Hallie Chase

Mr. Kopyay - thank you for contacting me via cell phone yesterday. I appreciate your prompt response and detailed explanation. Jason Maule and I are both in favor of the rezone request. We reside at 13150 Hallie Chase, Schertz, TX 78154

Thanks again for your service. Have a great day!

Dr. Melinda Salinas
cell 210-274-5212

A student is not an interruption of our work...the student is the purpose of it. We are not doing a favor by serving the student...the student is doing us a favor by giving us the opportunity to do so.

The information in this transmission may contain privileged and confidential information and is intended only for the use of the person(s) named above. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender immediately by reply email and destroy all copies of the original message.

CITY COUNCIL MEMORANDUM

City Council Meeting: January 12, 2021
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:

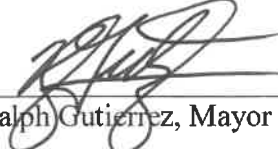
- Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 2. That the local state of disaster and public health 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: January 12, 2021

Department: Engineering

Subject: Monthly update - on major projects in progress/CIP. (B. James/K. Woodlee)

Attachments

January 2021 Major Project Update

CITY COUNCIL MEMORANDUM

City Council Meeting: January 12, 2021

Department: City Manager

Subject: Update on Major Projects in Progress

Background

This is the monthly update on large capital projects that are in progress or in the planning process. This update is being provided so Council will be up to date on the progress of these large projects. If Council desires more information on any project or on projects not on this list, please reach out to staff and that information will be provided.

Facilities Projects:

1. 27 Commercial Place Renovation:

- Project Status: Design Phase
- Estimated Construction Start: Spring 2021
- Estimated Cost of Construction: \$1.65 million
- Project Update: City Staff continues to work with F.A. Nunnely and Sledge Engineering on the design phase. The 90% design was submitted for City review in early January. Review of the 90% plans is expected to be complete by the end of January.

2. Civic Center Kitchen Remodel

- Project Status: Phase 1 under Construction, Phase 2 in Planning
- Construction Start: October 2020
- Estimated Completion: February 2021
- Estimated Project Cost: \$168,000
- Project Update: Phase 1 is the Grand Ballroom Kitchen. The City Staff are coordinating construction around Civic Center reservations. Phase 1 is 95% complete. The remaining items are installation of the grease trap, final inspections, minor fire alarm work and punch. Phase 2 is the Blue Bonnet Kitchen which will remain operational until Grand Ballroom Kitchen is complete.

3. Emergency Services Restroom Remodel Project

- Project Status: Phase 1 and 2 are Substantially Complete, Phase 3 in Planning
- Construction Start: August 2020
- Estimated Completion: February 2021
- Cost of Construction (All Phases): \$224,075.00

- Project Update: Fire Station 1 is Phase 1 of the project and has been substantially completed. The Police Station is Phase 2 of the Emergency Services Restroom Remodel Project it's also Substantially Complete. Phase 3 of the project will be EMS Station 1 and will begin the week of January 18th. Lou Jon, the contractor, had to shutter operations for a few weeks due to a massive COVID outbreak within the company.

Streets Division Projects:

1. Westchester Sidewalk Phase II (Valley Forge to Gettysburg Drive)

- Project Status: Closeout Phase
- Start: October 2020
- Estimated Completion: January 2021
- Cost of Construction: \$49,492.00
- Project Update: C-3 Environmental has completed all work on this project and is working on punch list items.

2. Curtiss Avenue Sidewalk

- Project Status: Construction Phase
- Estimated Start: October 2020
- Estimated Completion: January 2021
- Cost of Construction: \$314,289.00
- Project Update: C-3 Environmental has installed all of the new sidewalk and retaining walls between FM 1518 and Schertz Parkway. C-3 expects to complete the final section of sidewalk between Schertz Parkway and Westchester in January.

Drainage Projects:

1. Castle Hills Channel, Colony Drive Channel, Osage Avenue Channel

- Project Status: Under Construction
- Start: November 2020
- Estimated Completion: Spring 2021
- Cost of Construction: \$378,425.15 (NTE \$416,267.68)
- Project Update: C-3 Environmental has completed the Colony Drive Channel. C-3 is approximately 60% complete with the Castle Hills Channel. The Castle Hills Channel is expected to be complete by the end of January and then C-3 will begin the Osage Avenue Channel.

2. Savannah Pond, Westchester Channel, Arroyo Verde

- Project Status: Design Phase
- Consultant: Ford Engineering
- Estimated Construction Start: Spring 2021
- Project Update: No change from previous update. Design is 90% complete on the project. City Staff is reviewing the plans and will provide comments to the design consultant. The project is expected to be advertised for bid in early 2021.

3. Fire Station #2 Channel Improvements

- Project Status: Design Phase Complete
- Consultant: Ford Engineering
- Estimated Construction Start: February 2021
- Project Update: Design is complete on the project. The contract documents are undergoing the final QA/QC check. The project is expected to be advertised for bid this month with contract award following in February 2021.

Water Projects:

1. FM 1103 Utility Relocation Project Phase I:

- Project Status: Closeout Phase
- Construction Start: August 2019
- Construction Completion: Fall 2020
- Cost of Construction: \$964,424.12
- Project Update: The contractor is working on the punch list items. City Staff is working on verifying those items are complete in order to finalize the project.

2. FM 1103 Utility Relocation Project Phase II:

- Project Status: Closeout Phase
- Construction Start: September 2020
- Construction Completion: November 2020
- Cost of Construction: \$130,283.75 (NTE: \$143,312.00)
- Project Update: No change from last update. M&C Fonseca began work in the middle of September and substantially completed the work in late October. A punch list was generated and the contractor has completed those items and is awaiting final acceptance.

3. E. Live Oak Pump Additions Project:

- Project Status: Under Construction
- Construction Start: April 2020
- Construction Completion: Winter 2021
- Cost of Construction: \$1,560,000.00
- Project Update: The contractor installed the two new pumps and motors in December. The contractor also installed the new generator and continued to do the final electrical work. Startup of the pumps is expected to take place in January. The project is expected to be completed in Winter of 2021.

Engineering Projects:

1. 2018 Street Preservation and Maintenance Reconstruction Project:

- Project Status: Substantially Complete
- Construction Start: January 2020
- Construction Completion: Summer 2020
- Cost of Construction: \$1,501,199

- Project Update: Geotechnical testing has been performed in the damaged concrete panel areas. A bid package for repairing the damaged concrete panels has been prepared and advertising for bids will begin this week. The bid opening is scheduled for February 11th and contract award is scheduled for February 23rd. Once the panels have been repaired, the pavement grinding will be scheduled as soon as possible.



2. 2018 Street Preservation and Maintenance Rehabilitation Project:

- Project Status: Fully Complete
- Construction Start: April 2020
- Construction Completion: Summer 2020
- Cost of Construction: \$2,611,348.00
- Project Update: No change from the last update. The project is fully complete.

3. 2018 Street Preservation and Maintenance Resurfacing Project:

- Project Status: Under Construction
- Construction Start: March 2020
- Construction Completion: Summer 2020
- Cost of Construction: \$791,174.34
- Project Update: Special Council Workshop held on December 9th for Staff to get feedback from Council regarding potential remedial measures. Staff will be presenting a workshop to Council on January 26th to outline the remedial efforts recommended for the chip sealed areas and outline the path forward for future SPAM resurfacing project efforts.

4. Cibolo Valley Drive Expansion Project:

- Project Status: Under Construction
- Construction Start: May 2020
- Construction Completion: Summer 2021
- Cost of Construction: \$4,806,762 total (\$1,300,000 City of Schertz Contribution)
- Project Update: The east side construction continues. The new street section has been excavated to subgrade for nearly all of the project area and the contractor has been working on the storm drain culverts, storm drain piping, and new storm drain inlet installations. Once the storm drain work is completed, the contractor can do the subgrade stabilization and start placing the base material.

5. Cherry Tree Rehabilitation Project:

- Project Status: Bidding complete
- Consultant: Ford Engineering
- Project Start Date: November 2020
- Project Completion Date: December 2020
- Total Project Cost: \$273,193.80 (NTE amount \$300,600)
- Project Update: The project was “substantially complete” on December 22nd. The contractor is still working in the project area backfilling the excavated areas; adjusting the manholes and water valves; clean up; and placement of sod. The project is expected to be fully complete this month.

6. Elbel Road Storm Drain and Paving:

- Project Status: Design
- Consultant: Ford Engineering
- Project Start Date: August 2020
- Project Completion Date: Summer 2021
- Total Project Cost: \$1,341,000
- Project Update: The original design has been completed. A traffic study was performed that identified that the intersection of Westchester and Elbel meets traffic signal warrants. A professional services contract amendment will be presented to Council on January 26th to design the traffic signal for the intersection and add it to the project plans.

7. 2020 Street Preservation and Maintenance (Resurfacing) Project:

- Project Status: Design
- Consultant: Kimley-Horn & Associates
- Project Update: Based on the December 9th Workshop, Staff has been working with Kimley-Horn to revise the design to eliminate chip seal in favor of slurry seal for the resurfacing of the residential streets. In order to take advantage of economies of scale, and if acceptable to Council, the slurry seal and micro seal/paving to be applied to the 2018 chip sealed areas will also be added to this project effort. The project design will be finalized after the follow up Council workshop (scheduled for January 26th) to determine what treatments (fog seal, slurry seal, micro seal/paving) will be performed on which 2018 chip seal areas.

8. Tri-County Parkway Reconstruction Project:

- Project Status: Design
- Consultant: Halff Associates
- Project Update: Survey work for the project has been completed. Halff Associates are preparing construction phasing/traffic control options for the public outreach effort. Staff is working with EDC to set up some initial public meetings to present the options and get feedback from the businesses in the project area. Halff has also started coordinating the traffic signal design at the FM3009/Tri-County Parkway intersection with TXDOT. The project design is on schedule to be completed by the end of May.

9. Corbett Elevated Water Storage Tank:

- Project Status: Closeout Phase
- Construction Start: March 2019
- Construction Completion: Fall 2020
- Cost of Construction: \$4,682,000.00
- Project Update: The tank continues to operate on the system as designed. The contractor continues to finalize items on the site and complete punch list items.

10. Woman Hollering Creek Wastewater Interceptor Main and Lift Station:

- Project Status: Design
- Consultant: Cobb, Fendley & Associates, Inc.
- Estimated Construction Start: Winter 2021
- Estimated Cost of Construction: \$12 million
- Project Update: City Staff continues to review final construction plans and specifications submitted by CobbFendley. The Final Plat for the lift station site along IH 10 was approved by the Planning and Zoning Commission on December 9, 2020. Site Plan submittal is imminent. The total number of easements acquired is 20 out of a total of 21. Negotiation of the final needed easement is in process. The project is expected to be advertised for bid in January or early February 2021.

11. Pedestrian Routes and Bike Lanes Project:

- Project Status: Bidding Complete
- Estimated Construction Start: Fall 2020
- Estimated Cost of Construction: \$1.3 million
- Project Update: The contract documents have been executed. Staff will be attending a day-long workshop with TXDOT on January 12th. The workshop is designed to provide Staff will all the information, procedures, etc. needed to oversee the project through construction. Our construction management consultant will also participate in the seminar. A pre-construction meeting will be with the contractor later this month, after the workshop with TXDOT. Staff anticipates construction beginning soon after the pre-construction meeting.

12. Water and Wastewater Master Plan Update and Impact Fee Study:

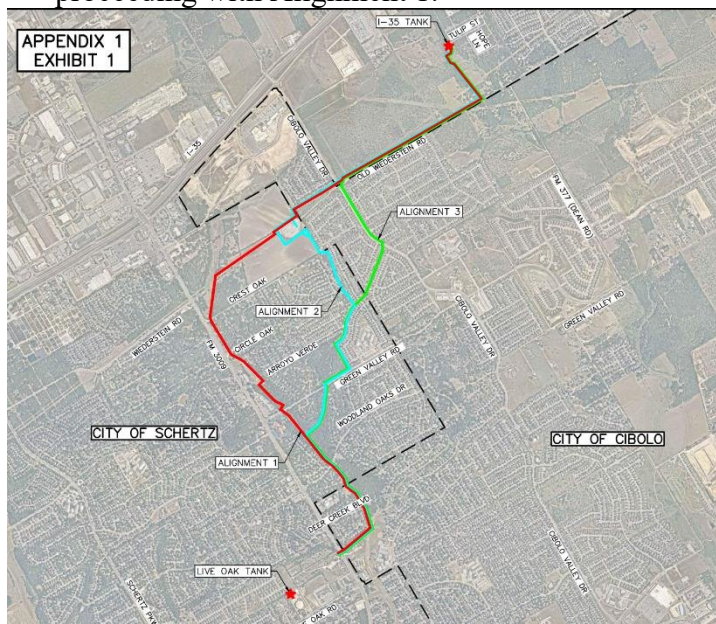
- Project Status: Study
- Consultant: Lockwood, Andrews, and Newnam, Inc.
- Project Start Date: December 2019
- Project Completion Date: TBD 2021

- Total Project Cost: \$467,280 (NTE \$500,000)
- Project Update: Consultant is finalizing the existing system evaluation technical memorandums. Completion of the future conditions evaluation is tentatively scheduled for March and the Master Plan report is expected to be submitted in April. The Impact Fee update of this project will follow that and the schedule will be set by how well the statutorily required meetings with various groups can be coordinated with Board, Committee, and Council meeting. Staff will meet with LAN later this month to continue coordination of the project.

13. 16 Dedicated Transmission Main Phase I:

Overall project intent is the construction of a 16” dedicated water transmission main to connect the Live Oak water storage facility to the IH 35 storage tank. Phase 1 of the project includes a route study, land acquisition coordination, and preliminary design of the main.

- Project Status: Study
- Consultant: Kimley-Horn & Associates
- Project Start Date: August 2020
- Project Completion Date: Spring 2021
- Project Cost (Phase I Study): \$267,848 (NTE \$294,000)
- Project Update: Kimley-Horn has generated three alignment options and has begun coordination efforts to further analyze each option. Preliminary utility coordination meetings have been held and right of entry forms have been sent out to effected property owners in order to obtain more detailed field analysis. In early November City Staff participated in the first workshop with Kimley-Horn to review the potential alignments. A Technical Memorandum with the route recommendation of Alignment 1 (red) was submitted by Kimley-Horn. Preliminary Design is proceeding with Alignment 1.



14. Stormwater Control Inventory and City Operations Assessment

The work of this project is an action included in the City’s Stormwater Management Plan (Plan). The Plan is the blueprint of activities needed to comply with the City’s Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination

System (TPDES) General Permit required by virtue of the City's classification as Municipal Separate Storm Sewer System (MS4).

This project specifically consists of development of an inventory of City facility stormwater controls and an assessment of city operations as related to stormwater control and quality.

- Project Status: Study
- Consultant: Utility Engineering Group, PLLC
- Project Start Date: July 2020
- Project Completion Date: Spring 2021
- Total Project Cost: \$35,000
- Project Update: No change from previous update. City staff is reviewing consultant-provided list of City sites proposed for visits.

15. Riata Lift Station Relocation (Design Phase)

Overall project intent is to relocate the Riata Lift Station ahead of TxDOT's IH-35 NEX Project to remove it from conflict with the proposed improvements. The design phase will identify a new site for the lift station, design the new lift station, and design the abandonment of the existing lift station.

- Project Status: Design Phase
- Consultant: Utility Engineering Group, PLLC (UEG)
- Project Start Date: August 2020
- Expected Project Completion Date: Spring 2021
- Total Project Cost: \$129,795 (NTE \$143,000)
- Project Update: UEG is finalizing the 60% plans, report, cost estimate, and specifications. This submittal will be ready for review next week. The ROW agent has also begun collecting information for easement acquisition.

16. Aviation Heights Water Main Construction Phases 5, 6, and 7 (Design Phase)

Overall project intent is the construction of an 8" water main within the Aviation Heights area along Aero Avenue, Brooks Avenue, Winburn Avenue, Mitchell Avenue, and Aviation Avenue.

- Project Status: Design Phase
- Consultant: Ford Engineering
- Project Start Date: October 2020
- Expected Project Completion Date: Summer 2021
- Total Project Cost: \$113,135 (NTE \$125,000)
- Project Update: Ford Engineering provided final construction plans for City review. Bidding schedule is pending.

TxDOT Roadway Projects:

- 1. FM 1103 Improvement Project:** Utility relocations continue (including electric and communications). Delays in the relocation of other utilities has caused further rescheduling of the target let date for a construction contract from January 2021 to July 2021.

2. **FM 1518 Improvement Project:** No change from December update. TxDOT is in the Plans, Specs, and Estimates (PS&E) stage of the project. At this time, a consultant for TxDOT has prepared 30% construction plans and is working toward 60% complete plans. Utility coordination for the project is also underway. The City is negotiating a scope and fee with Halff Associates for the design of relocation of water and wastewater facilities that conflict with the roadway improvement. TxDOT continues acquiring property needed as right of way for the expansion project. As parcels are acquired, TxDOT contractors are physically clearing the right of way in preparation for final surveying and design. TxDOT has not yet acquired parcels needed from JBSA-Randolph. The plan is to move through that process together with property needed for improvements to Loop 1604 on the opposite side of the base. The TxDOT project is currently scheduled for letting in September 2022; construction may begin as early as January 2023. The \$44.8 million, fully funded project is expected to take approximately three years of construction to complete.
3. **I-35 Operational Improvements Project (FM 2252 to Schwab Road):** Contractor continues work on retaining walls, grading of ditches and swales, placing electrical components, repair of frontage road failures, and placement of new curb, sidewalk, and riprap. Estimated final cost of the project is \$25.5 million. The current schedule includes an expectation of substantial completion in Summer 2021.
4. **I-35 NEX (I-410 South to FM 1103):** No change from December update. TxDOT is acquiring needed right of way and carrying out demolition activities as property is acquired.

A full description of the project to expand I-35 from I 410 South to FM 1103 can be found by searching keywords "I-35 from I-410" at TxDOT.gov. Schematic exhibits of the proposed improvements are available on that website. Public Works and Engineering staff are participating in utility coordination meetings with TxDOT and its contractors regarding relocations that may need to take place in advance of or in conjunction with the roadway construction. Construction is expected to begin in spring 2021 and take 4 to 5 years to complete. The portion of the I-35 NEX project from the Cibolo Creek to its termination at FM 1103 has a cost of \$621 million.

5. **IH-10 Graytown Road to Guadalupe County Line:** No change from December update. IH-10 is being expanded from four lanes to six lanes and frontage roads are being transitioned to one-way. This project includes the signalization of the intersection of FM 1518 and IH-10. Project design was able to be adjusted so that no City of Schertz utility facilities will be impacted and no adjustments are necessary to accommodate the proposed improvements. Construction is currently expected to begin in January 2021. This approximately \$157 million project has a construction timeline of 53 months.

Planning and Community Development Projects:

1. **CityView Permitting and Development Software:**

The data collections for all City View Modules is complete and has been submitted to CityView for configuration. City staff and CityView have been working together on a phased approach for the three modules of the new land use software which are as follows: Code Enforcement (CE), Planning (PL) and Permitting/Inspections (PI). The CE Module

has been configured. City Staff has been actively validating (verify configuration) the CE Module. CityView is preparing the project scope document for the planning and permitting/inspections module for approval by all parties. Once the scope document is executed CityView will start the configuration of all the software components. When the configuration is complete by CityView and the software is validated (tested) by City Staff, we move to end user staff training and then go live. A proposed timeline to go-live with the software will be determined once configuration and validation of modules have been completed.

- Total Project Cost: \$523,766.00
- Project Start Date: June 2018
- Project Completion Date: TBD - 2021