



**MEETING AGENDA**  
**City Council**  
**REGULAR SESSION CITY COUNCIL**  
**May 9, 2023**

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

**CITY OF SCHERTZ CORE VALUES**

**Do the right thing**

**Do the best you can**

**Treat others the way you want to be treated**

**Work cooperatively as a team**

**AGENDA**

**TUESDAY, MAY 9, 2023 at 6:00 p.m.**

**Call to Order**

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

**Proclamations**

- National Prevention Week May 7-13, 2023 (Councilmember Whittaker)
- National Police Memorial Day May 15, 2023 and National Police Week May 14-20, 2023 (Councilmember Heyward)
- Economic Development Week May 8-12, 2023 (Mayor Pro-Tem Brown)
- World Facility Management Day - May 10, 2023 (Councilmember Dahle)

**Presentation-**Upcoming July 4th Jubilee (S. Gonzalez/L. Shrum/C. Paddock)

**City Events and Announcements**

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

## Hearing of Residents

*This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.*

***All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.***

*Discussion by the Council of any item not on the agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to an inquiry, and/or a proposal to place the item on a future agenda. The presiding officer, during the Hearing of Residents portion of the agenda, will call on those persons who have signed up to speak in the order they have registered.*

## Consent Agenda Items

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

1. **Minutes** – Consideration and/or action regarding the approval of the regular meetings minutes of April 25, 2023, and May 2, 2023. (S.Edmondson/S.Courney)
2. **Resolution 23-R-40** - Consideration and/or action by the City Council of the City of Schertz authorizing in Interlocal Agreement between the City and Alamo Area Metro SWAT
3. **Resolution 23-R-39**- Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the Schertz Seguin Local Government Corporation (SSLGC) Budget Amendment for Fiscal Year 2022-23 in the amount of \$1,705,000 as a transfer to the Operating Fund and \$1,450,000 as a transfer to the Repair/Replacement Fund. (B.James/L. Busch)

## Discussion and Action Items

4. **Ordinance 23-M-11** - Consideration and/or action on amending Ordinance 15-M-32, Section 1. Time and Place of Regular Council Meetings, Section 2-2(a) of the Code of Ordinances to be hereby amended to read "(a) Regular meetings of the City Council shall be held on the **first and third Tuesdays of each month**, provided that the City Council by motion or resolution or the City Manager in consultation with the Mayor may cancel any such regular meeting due to conflicting events or meetings or lack of need for a meeting so long as at least one regular meeting of City Council is conducted each month." (**Final Reading**) (S. Williams)
5. **Application for Landmark Property Designation** - Consideration and/or action approving a Landmark Property Designation for 1001 Elbel - Clemens High School. (S. Williams/B. James).

**6. Discussion and consideration and/or action on a Charter Review.**

**Public Hearings**

7. **Ordinance 23-S-09** - Conduct a public hearing and consideration and/or action on a request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Apartment/Multi-Family Residential District (R-4), located approximately 1,800 feet east of the intersection of FM 1518 and Ray Corbett Drive, also known as Bexar County Property Identification Number 309863, City of Schertz, Bexar County, Texas. (*First Reading*) (B. James, L. Wood, S. Haas)
  
8. **Ordinance 23-S-10** - Conduct a public hearing and consideration and/or action on a request to rezone approximately 1 acre of land from Single-Family Residential District (R-1) to Neighborhood Services District (NS), located approximately 600 feet south of the intersection of FM 3009 and Live Oak Road, also known as Guadalupe County Property Identification Number 67544, City of Schertz, Guadalupe County, Texas. (*First Reading*). (B. James, L. Wood, S. Haas)

**Presentations**

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

**Requests and Announcements**

- Requests by Mayor and Councilmembers for updates or information from Staff
  
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
  
- Announcements by Mayor and Councilmembers
  - City and Community Events attended and to be attended
  - City Council Committee and Liaison Assignments (see assignments below)
  - Continuing Education Events attended and to be attended
  - Recognition of actions by City Employees
  - Recognition of actions by Community Volunteers

**Adjournment**

**CERTIFICATION**

I, SHEILA EDMONDSON, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 5th DAY OF MAY 2023 AT 6:00 P.M. WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

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

*This facility is accessible in accordance with the Americans with Disabilities Act. Handicapped parking spaces are available. If you require special assistance or have a request for sign interpretative services or other services, please call 210-619-1030.*

**The City Council for the City of Schertz reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act.**

**Closed Sessions Authorized: This agenda has been reviewed and approved by the City’s legal counsel and the presence of any subject in any Closed Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.**

**COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS**

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

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** May 9, 2023  
**Department:** City Secretary  
**Subject:** Proclamations

- **National Prevention Week May 7-13, 2023 (Councilmember Whittaker)**
  - **National Police Memorial Day May 15, 2023 and National Police Week May 14-20, 2023 (Councilmember Heyward)**
  - **Economic Development Week May 8-12, 2023 (Mayor Pro-Tem Brown)**
  - **World Facility Management Day - May 10, 2023 (Councilmember Dahle)**
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**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** May 9, 2023  
**Department:** Parks, Recreation & Community Service  
**Subject:** Presentation-Upcoming July 4th Jubilee (S. Gonzalez/L. Shrum/C. Paddock)

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**BACKGROUND**

The Schertz July 4th Jubilee will be held on Tuesday, July 4, 2023, from 9:30 am - 10 pm. Event elements include a parade, Freedom 5K, live music, carnival, food trucks, family fun activities, and a fireworks show.

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**Attachments**

Jubilee

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# JULY 4<sup>TH</sup> JUBILEE

**SCHIERTZ**  
COMMUNITY. SERVICE. OPPORTUNITY.



47<sup>TH</sup> ANNUAL CELEBRATION

CASSIE PADDOCK

RECREATION MANAGER

PARKS & RECREATION DEPARTMENT

# PROJECT FLAGLINE



## Set Up:

Friday, June 30<sup>th</sup>

@ 7:30 AM

## Take Down:

Thursday, July 6<sup>th</sup>

@ 7:30 AM

11 Sections

Approx. 75 volunteers

**SCHIERTZ**  
COMMUNITY. SERVICE. OPPORTUNITY.

# MARKETING

## Billboard

May 30 – July 5

## Media Advisories

Monday, June 19 & Friday, June 30

## Communication

Website, Social Media, Magazine, E-mail Blasts,  
Letters to all businesses and residents in  
Aviation Heights

**SCHERTZ**  
COMMUNITY. SERVICE. OPPORTUNITY.

**4TH OF JULY**

# Jubilee

**TUESDAY, JULY 4**  
PICKRELL PARK ★ 9:30 AM TO 10:00 PM

**FREEDOM 5K** **PARADE** **LIVE MUSIC**

**FAMILY FUN** **FIREWORKS**

**SCHERTZ.COM** **SCHERTZ** **SCHERTZ PARKS & RECREATION FUN** **SLIM CHICKENS** **CAT** **H-E-B**

The poster features a green and white striped background with a dark green header. The word 'Jubilee' is written in a large, red, cursive font with a white outline. Below it, the date and location are listed in a bold, dark green font. Five circular images are arranged in two rows, each with a red banner below it: two women running, a vintage parade car, a live band, a family sitting together, and fireworks. The bottom of the poster has a dark green banner with logos for Schertz.com, Schertz, Schertz Parks & Recreation Fun, Slim Chickens, CAT, and H-E-B.



## Freedom 5k- 9:15AM

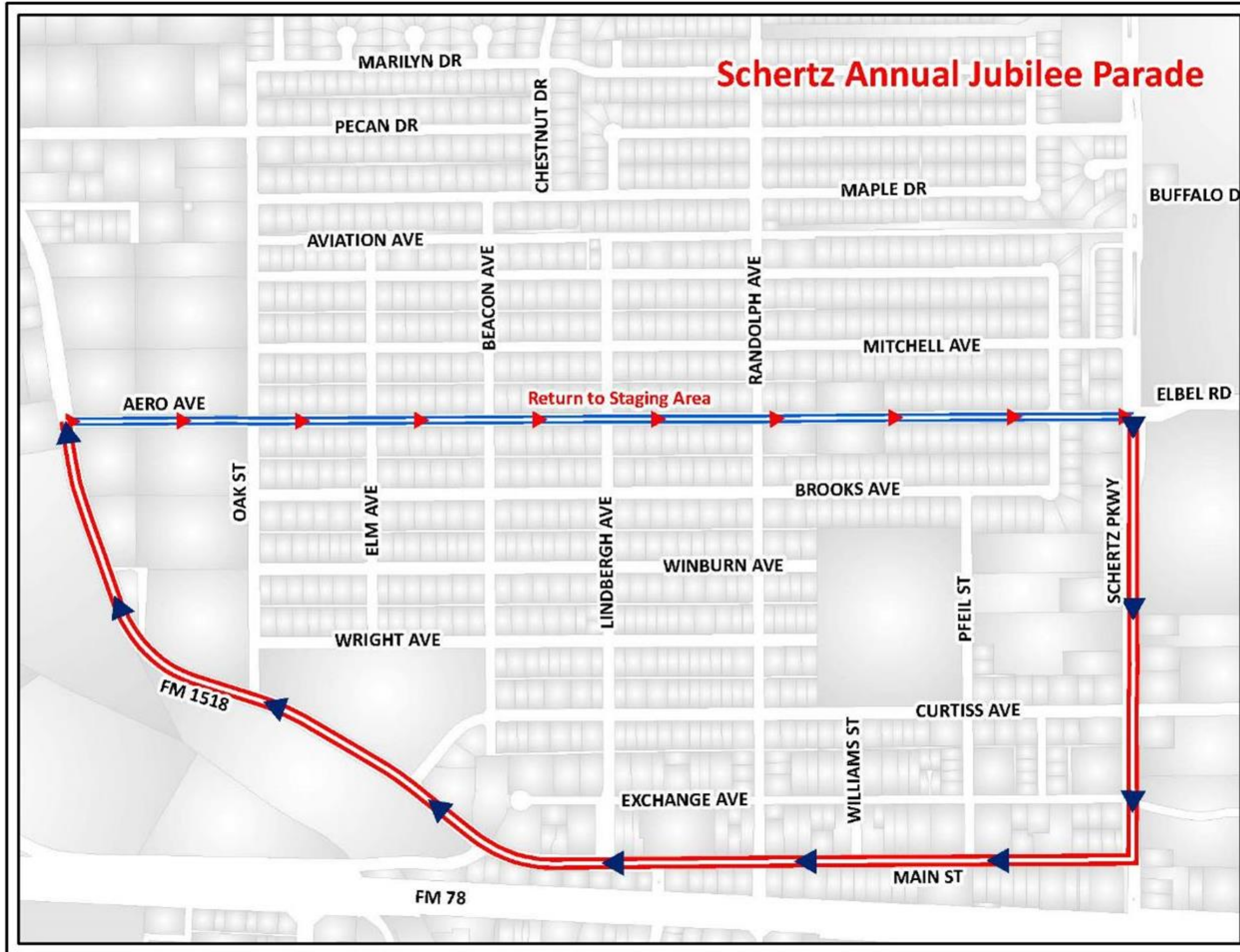
Begins from the Hal Baldwin  
Municipal Complex



## Parade- 9:30AM

Stars & Stripes

# Schertz Annual Jubilee Parade



Carnival opens at 11AM

Located at Thulemeyer  
Park, 901 Oak Street

**SCHIERTZ**  
COMMUNITY. SERVICE. OPPORTUNITY.



# CARNIVAL



# JUBILEE- 6PM

Live Music with Groove Knight

Food Trucks Open

Family Zone Opens

- Games, Giveaways, Pickleball, Cornhole
- Float & Fireworks

- \$3 per person

- Registration opened May 1st

Located at Pickrell Park, 701 Oak Street

# EVENING TIMELINE



7:00PM

Mayor & Council  
Welcome



9:13PM:

Star Spangled Banner



9:15PM

Fireworks Spectacular

**SCHIERTZ**  
COMMUNITY. SERVICE. OPPORTUNITY.

Council information packets with parking passes will be delivered at the council meeting on June 20



INFORMATION

# COMMENTS & QUESTIONS

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** May 9, 2023  
**Department:** City Secretary  
**Subject:** Minutes – Consideration and/or action regarding the approval of the regular meetings minutes of April 25, 2023, and May 2, 2023. (S.Edmondson/S.Courney)

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**BACKGROUND**

**RECOMMENDATION**

Recommend Approval.

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**Attachments**

04-25-2023 Draft Minutes

05-02-2023 Draft Minutes

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# DRAFT

## MINUTES REGULAR MEETING April 25, 2023

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on April 25, 2023, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

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

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

### **Call to Order**

Mayor Gutierrez called the meeting to order at 6:03 p.m.

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

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

### **Proclamations**

- National Library Week April 23-29, 2023 (Mayor Pro-Tem Brown)

Mayor Pro-Tem Brown presented the National Library Week April 23-29, 2023, Proclamation to Schertz Library Director Melissa Ulhorn. Ms. Ulhorn expressed her appreciation for the recognition and thanked the Library staff for all the work they do.

- National Administrative Professionals Appreciation Week April 23-29, 2023 (Councilmember Davis)

Councilmember Davis presented the National Administrative Professionals Appreciation Week April 23-29, 2023, Proclamation to 11-City Administrative Assistants and 1-Administrative Manager who were present.

## City Events and Announcements

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

Mayor Gutierrez recognized Deputy City Manager Brian James who provided the following:

### **Through Thursday, April 27**

RACAP Food Drive

Sponsored by Heidelberg Materials and Randolph Area Christian Assistance Program

Collection Boxes can be found in the lobbies of City Hall Bldg. 1, Administration Bldg. 2, Police Department, Library, and YMCA.

### **Tuesday, May 2**

Next regular City Council Meeting

6:00 p.m.

Council Chambers

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

Mayor Gutierrez recognized City Manager Steve Williams who provided the following:

- Recognition of Julie Gohlke, Purchasing Manager, who earned her Certified Procurement Professional Designation from the National Institute of Governmental Purchasing;
- Love Where You Live Program had a service project on Saturday where 315 volunteers from seven churches helped 70 families in six different neighborhoods with their homes;
- Parks and Recreation Department held an Ed-ZOO-cation program partnering with the San Antonio Zoo at Crescent Bend Park
- Regional Job Fair will be held on May 11th at the Cibolo YMCA;
- Library is promoting "Be a Human Book" giving residents an opportunity to talk to readers about their experiences, perspectives, values, and beliefs. They are currently recruiting volunteers to participate.

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

Mayor Gutierrez thanked the residents who attended the meeting this evening.

## Hearing of Residents

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than **3** minutes.

**All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.**

Mayor Pro-Tem Brown recognized the following residents who spoke in opposition to the rezoning application, Ordinance 23-S-02, submitted for the Northcliff Golf Course:

Carol Davis, 3337 Wimbledon Dr, by proxy  
Howson Lau, 3678 Pebble Beach  
Tammy Kennedy, 3712 Pebble Beach  
Phil Jackson, 3410 Wimbledon  
Heather Jackson, 3410 Wimbledon  
Steve Gooding, 5717 Fairways Dr.  
Ana Bruno Andino, 3701 Columbia  
James Riedel, 3433 Charleston  
Richard Maus, 3434 Wimbledon  
Janet Willson, 3805 Overlook Dr.  
Tom Willson, 3805 Overlook Dr.  
Jan Baldwin, 3401 Columbia  
Reed Carr, 3509 Columbia  
Bill Edmonds, 4909 Crestwood Dr.  
Susan DeGraffenried, 5140 Columbia Dr.  
Donald Dendy, 3149 Cameron River  
Michelle Swisher, 6105 Mule Deer

Mayor Pro-Tem Brown recognized the following residents who spoke in support of the rezoning application, Ordinance 23-S-02, submitted for the Northcliff Golf Course:

Gregory Sebold, 3841 Greenridge  
David Prestridge, 3708 Hillside  
Mary Graham, 3701 Hillside  
Brad Weberg, 3809 Overlook Dr.  
Maggie Igel, 3712 Hunters Glen  
Diane Weberg, 3809 Overlook Dr.  
Othann Warner, 3717 Hunters Glen  
Dana Giggy, 3825 Overlook

Mayor Pro-Tem Brown recognized the following residents who spoke in support of Mr. Robert Fishback, former director of the Schertz Senior Center:

Don Sweet, 832 Water Oak  
Catherine Ann Stinson, 140 Kaylee Chase  
Mehri Wallace, 126 Silver Terrace  
Robert Fishback,  
Doris Wahrenbrock, 121 Meadow Lark  
Mardenia Anderson, 124 Kitty Hawk Run  
Will Clouse, 6938 Robin Hood Way  
Sandra Davis, 2644 Gallant Fox Dr.  
Micheline Sutton, 805 Maple Dr.  
Maria Fishback, 140 Dew Fall Trail

Mayor Pro-Tem Brown recognized the following residents:

Mr. Robert Fishback, 140 Dew Fall Trail - Mr. Fishback provided a statement regarding his resignation as director of the Schertz Senior Center. Mr. Fishback called upon the

City Council to revoke one individual's membership due to actions that consistently violate the code of conduct and to address City staff's inappropriate actions regarding this situation.

Ms. Sandra Basham, 125 Falcon Drive, and Ms. Kathleen Chipman, 201 Winburn, who presented a quilt made by members of the Good Samaritan Oncology Support Group to Mayor Gutierrez.

Mr. Dennis Elliott, 2567 Smokey Creek, who expressed concerns with fees applied to his property taxes without notification.

## 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 approving the regular meeting minutes of April 11, 2023. (S.Edmondson/S.Courney)

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

Moved by Councilmember Allison Heyward, seconded by Councilmember Michael Dahle

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

Passed

## Discussion and Action Items

2. **Ordinance 23-S-02** - Consideration and/or action on a request to rezone approximately 25 acres of land from Pre-Development District (PRE) to Planned Development District (PDD), generally located approximately 2,200 feet southeast of the intersection of Country Club Boulevard and IH-35 access road, also known as a portion of Comal County Property Identification Number 377261 and Guadalupe County Property Identification 63833, City of Schertz, Comal County and Guadalupe County, Texas. (**Final Reading**) (B. James/ L. Wood/ E. Delgado)

Mayor Gutierrez recognized Ms. Lesa Wood, Planning and Community Development Director, who provided a summary of the request to rezone approximately 5 acres of land from Pre-Development District (PRE) to Planned Development District (PDD). Followed by Mr. Buck Benson, attorney for the applicant. This is complex due to the existence of five HOAs and the introduction of the PID. Original application was

rentals vs ownerships, so they changed the application to Townhomes. Now the issue is density but no one has provided a number. Applicant has tried to address concerns of the neighborhood and council. Feels that only single family homes would be acceptable to them, but that is not feasible for the developer.

Mayor Gutierrez offered the following comments:

The fundamental question here is: Is this development a good idea for our city?

The council has three major tasks:

1. Pass a budget to ensure or citizens are provided essential services
2. To address problems, and
3. Create a future that does not exist.

Changes are being considered in Austin. HB1514 will change the zoning threshold from 20% of affected owners to 50% to trigger a super majority.

Mayor opened the floor to council for discussion:

Councilmember Scagliola thanked Mr. Benson for reaching out to the HOAs and shared four points:

1. He supports governance at the grassroots level
2. They need to agree to disagree and walk away friends
3. Not against developers or developments, not in favor of this one
4. The area is not appropriately zoned. R6-R7 zoning would be most appropriate.

Councilmember Heyward spoke in response to the comments regarding the UDC, Council representation, traffic, and foundation issues. To which she provided the following:

- This land is zoned for PDD and therefore is not subject to the UDC.
- Councilmembers must do what is in the best interest of all of Schertz.
- Traffic study done by George Mason University which included neighborhoods in San Antonio show that traffic for Townhomes is less than single family residences.
- Foundation issues are common throughout Texas due to our soil and drought.

Councilmember Heyward closed her comments with legislative updates that will significantly impact the ability of cities to limit the number of homes, to restrict lot sizes, etc.

No other Councilmembers commented.

Mayor called for a motion to approve Ordinance 23-S-02.

Moved by Councilmember Jill Whittaker, seconded by Councilmember Allison Heyward.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Michelle Watson,  
Councilmember Jill Whittaker, Councilmember Michael Dahle,  
Councilmember Allison Heyward

NAY: Councilmember Mark Davis, Councilmember David Scagliola

Greater than 20% of affected property owners voted against the zoning triggering a super majority vote to pass. Affirmative votes did not meet the super majority requirement.

Motion Failed

### **Closed Session**

3. The City Council will meet in closed session in accordance with Section 551.072, Texas Government Code deliberation regarding the purchase, exchange, lease, or value of Real Properties for future roadways, roadway extensions, and roadway expansions; city facilities, drainage and detention; and general municipal uses.

Mayor Gutierrez recessed Regular Session at 8:33 p.m.

Closed Session start time: 8:48 p.m.

Closed Session end time: 9:10 p.m.

### **Reconvene into Regular Session**

Mayor Gutierrez reconvened to Regular Session at 9:12 p.m.

No action was taken from Closed Session.

### **Roll Call Vote Confirmation**

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

4. **Quarterly Financial Reports - FY 2022-23 1st Quarter**
5. **Guadalupe Regional Medical Center Prescription Assistance Program - for Schertz Enrollees Report**

### **Requests and Announcements**

- Requests by Mayor and Councilmembers for updates or information from Staff

Councilmember Scagliola requested staff work on a resolution for the issues brought to light regarding the senior center without getting involved in YMCA personnel issues. Mr. Williams stated staff will review the YMCA contract and report back to Council

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

No 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

Councilmembers Watson attended the NEP luncheon.

Councilmember Whittaker attended the Alamo Title Ribbon Cutting.

Councilmember Scagliola attended The Chamber mixer and SSLGC.

Councilmember Heyward attended The Chamber and NEP luncheons; TML Legislative Update Webinar; JBSA Quarterly Community Partnership Meeting on Zoom; Ribbon cuttings for New York Life-Joey Menchey, River City Gutters, and Alamo Title Company; and participated in the Staff Purple Up! Military Child Month Photo.

- 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**

Mayor Gutierrez adjourned the meeting at 9:16 p.m.

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Ralph Gutierrez, Mayor

ATTEST:

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Sheila Edmondson, City Secretary

# DRAFT

## MINUTES REGULAR MEETING May 2, 2023

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on May 2, 2023, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

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

Absent: Councilmember Jill Whittaker; Councilmember Michael Dahle

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

### **Call to Order**

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

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

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

### **Employee Introductions**

Mayor Gutierrez recognized department heads who introduced the new city staff members listed below.

- Planning: Ameriz Gamez, Planner; Daisy Marquez, Planner
- Public Works: Water/Wastewater: Anthony Jimenez, W-Worker II;
- EMS: Kylee Cottenden-Paramedic; Jimi Clary-Paramedic(Part-time);
- Fire: Joshua Tannert-Firefighter
- Parks: Daniel Delong-Parks Maintenance Technician; Jeremy Jacoway-Park Maintenance Technician;
- Utility Billing: Samantha Strong-Utility Billing

## Proclamations

- Building Safety Month-Councilmember Watson

Councilmember Watson presented the Building Safety Month proclamation to Ms. Lesa Wood, Planning and Community Development Director and members of the Building Inspections, Planning, and Neighborhood Services staff.

- Community Action Month-Councilmember Whittaker

Mayor Pro-Tem Brown read the Community Action Month proclamation.

- National Preservation Month-Councilmember Dahle

Councilmember Heyward presented the National Preservation Month proclamation to Dr. Miguel Vazquez and members of the Schertz Historical Preservation Committee and members of the Schertz-Cibolo Cemetery Association.

- International Firefighters Day May 4, 2023-Councilmember Scagliola

Councilmember Scagliola presented the International Firefighters Day May 4, 2023 proclamation to Fire Chief Greg Rodgers and members of the Fire, EMS, and Emergency Management staff.

- National Small Business Week (April 30-May 6, 2023)-Mayor Pro-Tem Brown

Mayor Pro-Tem Brown presented the National Small Business Week (April 30-May 6, 2023) proclamation to Zak White, Vice Chair, The Chamber Board of Directors

- Municipal Clerk's Week (April 30-May 6, 2023)-Councilmember Heyward

Councilmember Heyward presented the Municipal Clerk's Week (April 30-May 6, 2023) proclamation to City Secretary Sheila Edmondson and Deputy City Secretary Sheree Courney.

## City Events and Announcements

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

Mayor Gutierrez recognized Deputy City Manager Brian James who provided the following:

**Friday, May 5**

Movies in the Park - "Selena"

Pickrell Park

7:00 p.m. - 9:00 p.m.

**Saturday, May 6**

Historic Schertz Cemetery Tour

Schertz-Cibolo Cemetery

Bubbling Springs Road

10:00 a.m. - 2:00 p.m.

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

Mayor Gutierrez recognized City Manager Steve Williams who provided the following:

**Thursday, May 11**

Peace Officer Testing

8:00 a.m.

Apply online at [www.schertz.com/jobs](http://www.schertz.com/jobs)

**Recognition of City Staff and Programs**

- Appreciation from resident, Amanda Aikman, for the Schertz Young Leader Program for the opportunity provided to her son.
- Appreciation from resident, John Casey, to the Schertz Fire Department for their assistance with detecting the issue with old smoke detectors and for their assistance with installing new ones.
  
- Announcements and recognitions by the Mayor (R. Gutierrez)

**Hearing of Residents**

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than **3** minutes.

**All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.**

No residents spoke.

**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. **Resolution 23-R-38** - Consideration and/or action by the City Council of the City of Schertz, TX approving a Resolution authorizing the Schertz Housing Authority to submit a request to the U.S. Department of Housing and Urban Development (HUD) for the release of Project Based Voucher funds under Title V of the Quality Housing and Work Responsibility act of 1998, as amended, to undertake a project known as 1518 Apartments for the purpose or providing affordable housing. (S. Williams/B. James)

Mayor Gutierrez called for a motion to approved Consent Agenda Item #1.

Moved by Mayor Pro-Tem Tim Brown, seconded by Councilmember Allison Heyward

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

Passed

## Discussion and Action Items

- 2. Ordinance 23-M-11** - Consideration and/or action by the City Council of the City of Schertz, TX on amending Ordinance 15-M-32, Section 1. Time and Place of Regular Council Meetings, Section 2-2(a) of the Code of Ordinances to be hereby amended to read "(a) Regular meetings of the City Council shall be held on the **first and third Tuesdays of each month**, provided that the City Council by motion or resolution or the City Manager in consultation with the Mayor may cancel any such regular meeting due to conflicting events or meetings or lack of need for a meeting so long as at least one regular meeting of City Council is conducted each month." (*First Reading*) (S. Williams)

Mayor Gutierrez recognized City Manager Steve Williams who briefed Council on request to change the number of regular council meetings from three meetings per month to two regular council meetings per month. Meetings will occur on the first and third Tuesdays of each month effective June 1, 2023, if approved.

Mayor opened the floor to Council for discussion.

Councilmembers expressed concerns that by reducing the number of meetings per month the meetings would be much longer and residents would be confused as to meeting dates. It was asked if the reason for reducing the number of meetings was due to the lack of discussion/action items on one agenda per month. Response was affirmative.

Mayor Pro-tem Brown expressed support for reducing the number of meetings provided it is communicated widely and often to ensure residents are well-informed. Mr. Williams stated the meeting date change would be communicated via the Schertz magazine, social media platforms, and on the website.

Mayor Gutierrez requested a posting be done each Friday, either an agenda or a notice of no meeting to ensure residents were informed. City Secretary Sheila Edmondson responded affirmatively.

Mayor Gutierrez asked for a motion to approve Ordinance 23-M-11.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michelle Watson

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

NAY: Councilmember Mark Davis

Passed

### **Closed Session**

3. The City Council will meet in Closed Session in accordance with Section 551.071 of the Texas Government Code to receive legal advice from its attorneys regarding the following litigation:

- Green Valley Special Utility District v. City of Schertz, Texas, et al, Cause No. 1:17-cv-00819 in the United States District Court, Western District of Texas, Austin Division;
- Cause No. D-1-GN-18-000535, Green Valley Special Utility District v. Public Utility Commission of Texas, et al., 419th Judicial District Court of Travis County, Texas; and PUC Docket No. 45956, Application of the City of Schertz for Single Certification in Incorporated Area and to Decertify Portions of Green Valley SUD's Sewer CCN in Guadalupe County ((i) and (ii) collectively referred to as the "CCN Litigation")

Mayor Gutierrez recessed to closed session at 6:53 p.m.

Closed session start time: 7:02 p.m.

Closed session end time: 7:27 p.m.

### **Reconvene into Regular Session**

Mayor Gutierrez reconvened to Regular Session at 7:31 p.m.

4. Take any action based on discussion held in Closed Session under Agenda Item #3.

Mayor Gutierrez motioned to approve the comprehensive settlement agreement between the City of Schertz and Green Valley SUD and authorize City Manager to execute the agreement, seconded by Councilmember Allison Heyward.

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

Passed

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

5. **Monthly Update** - FY 2022-23 Approved Expanded Programs (S. Williams/S. Gonzalez)
6. **Monthly Update** - Major Projects In Progress/CIP (B. James/K. Woodlee)

### **Requests and Announcements**

- Requests by Mayor and Councilmembers for updates or information from Staff
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
  - Councilmember Scagliola requested that the voice vote be reinstated for the purposes of transparency.
- Announcements by Mayor and Councilmembers
  - City and Community Events attended and to be attended

Councilmember Watson attended the Library Advisory Board meeting and served as a judge for the Cibolo BBQ Cook-off.

Councilmember Heyward attended the TML Risk Pool Board Meeting in Galveston and a Ribbon cutting in Selma. She also expressed kudos to Mr. Williams for Schertz EMS for responding to an accident in Selma to ensure the safety of the citizens involved.

- 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**

Mayor Gutierrez adjourned the meeting at 7:35 p.m.

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Ralph Gutierrez, Mayor

ATTEST:

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Sheila Edmondson, City Secretary

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** May 9, 2023  
**Department:** Police Department  
**Subject:** Resolution 23-R-40 - Consideration and/or action by the City Council of the City of Schertz authorizing in Interlocal Agreement between the City and Alamo Area Metro SWAT

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**BACKGROUND**

The Tier 1 SWAT Team must be mission capable of hostage rescue, barricaded gunman, sniper operations, high-risk warrants or apprehension, high-risk security operations, terrorism response special assignments and other incidents that exceed the capability or capacity of agency's first responders and consists of 26 operators. Those teams that do not possess the appropriate number of personnel, but maintain all the mission capabilities fall into a SWAT Tier 2 or Tactical Response categories. The minimum staffing for a Tactical Response Team, smallest recognized SWAT operational capability is 15 operators. Schertz PD currently has 6 operators and has an authorized staffing level of 10. Even as such we are merely a React Team and would need to call for assistance on any major critical incident. This is a safety concern for the officers and the community.

Working collaboratively with surrounding agencies and pooling our resources we would be able to achieve a municipal public purpose team to ensure the safety and welfare of the citizens of the participating jurisdictions. This mutual aid law enforcement SWAT Team is available to each other as requested and required within Bexar, Comal and Guadalupe Counties. In exchange for making the annual contribution and providing personnel each participating jurisdiction shall receive the full support of the team and equipment to support critical and planned incidents within its jurisdictions.

**GOAL**

Be prepared to provide 24/7 SWAT response capability to critical incidents within our city limits requiring an enhanced police response.

**COMMUNITY BENEFIT**

Providing 24/7 SWAT capability response to critical incidents while maintaining operational control of the SWAT response within our city limits.

**SUMMARY OF RECOMMENDED ACTION**

The Alamo Area Metro SWAT Team is composed of local agencies working together to form a fully operational SWAT Team composed of Entry/Containment, Snipers, Crisis Management and Tactical Medics. Most LE agencies in the San Antonio Metro Area do not have the resources to fulfill a SWAT Team. Working collaboratively, such agencies can build a team through shared resources and personnel. There is an annual contribution fee of \$6,500.00 to be used for sustaining training, support, and capital replacement for an armored asset and other designated equipment. Authorizing the Police Department to participate in the ILA will secure this response capability.

**FISCAL IMPACT**

There is an annual contribution of \$6,500.00 to be used for sustaining training, support, and capital replacement for an armored asset and other designated equipment. This contribution will be funded within the PD annual budget.

**RECOMMENDATION**

Approve Resolution 23-R-40 to authorize the Police Department to participate in the Alamo Area Metro SWAT Team. This will secure a SWAT Team response capability, that includes Entry/Containment, Sniper, Crisis Negotiation, and Tactical Medics for critical incidents within the City of Schertz's defined jurisdiction.

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**Attachments**

Alamo Area SWAT ILA April 2023

Resolution No 23.R.40

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REGIONAL LAW ENFORCEMENT SUPPORT for

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak, Seguin, Selma, Schertz, Universal City and  
Windcrest

INTERLOCAL COOPERATION AGREEMENT

THE STATE OF TEXAS

COUNTY OF BEXAR

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Cibolo, City of Converse, Judson Independent School District, the City of Kirby, the City of Live Oak, the City of Seguin, the City of Selma, the City of Schertz, the City of Universal City, and the City of Windcrest, (collectively, "the Parties"), acting by and through their authorized representatives.

**Whereas**, the Alamo Area Metro SWAT Team (SWAT Team), hereafter referred to as the SWAT Team, is in vast need of team equipment, and operating/training needs. For these items to be purchased it would cost a significant amount of funding and the resources are not available to the individual Cities who are a party to the SWAT Team, but collectively makes purchasing the resources and assets feasible. The team is also in need of funds to replace equipment, purchase additional expendable items used during deployments, and provide for training needs.

**Whereas**, the participating jurisdictions in the SWAT Team have agreed to enter into this agreement to develop a sustaining fund for the purchase of assets and equipment to assist with its operating needs and the Fund being established shall be called the Regional Law Enforcement Support Fund ("The Fund"); and

**Whereas**, the participating jurisdictions and the respective Governing Bodies have determined that entering into this agreement will achieve a municipal public purpose to ensure the safety and welfare of the citizens of the participating jurisdictions; and

**Whereas**, the participating jurisdictions to the Fund agree to establish an Oversight Committee consisting of the Chiefs of Police for each entity entering into this Agreement, to establish and assist with policy decisions associated with expending the funds within the Fund and maintaining the vision for the Fund; and

**Whereas**, Chapter 362, Sec. 362.001 et seq., Texas Local Government Code, authorizes a county or municipality by resolution of its governing body to enter into an agreement with any neighboring municipality or contiguous county for the formation of a mutual aid law enforcement task force to cooperate in the investigation of criminal activity and enforcement of the laws of this State; and

**Whereas**, the Parties, and other cities and agencies which may hereafter become parties after this agreement is entered, desire to form a mutual aid law enforcement task force wherein the specialized equipment, facilities and trained personnel of their respective police departments or law enforcement agencies are available to each other as requested and required; additionally a

joint tactical or SWAT team (Special Weapons and Tactics Team) hereafter referred to as the Alamo Area Metro SWAT Team shall be created under this Agreement; and

**Whereas**, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 (the "Act"), as amended, cities, counties, special districts, and other legally constituted political subdivisions of the State of Texas are authorized to enter into inter-local contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and

**Whereas**, the Parties each provide law enforcement services to the citizens of their respective jurisdictions; and

**Whereas**, the Parties desire to provide Special Weapons and Tactics (SWAT) capabilities within Bexar, Comal, and Guadalupe Counties in accordance with Chapter 418 of the Texas Government Code and Chapter 362 of the Texas Local Government Code, as applicable; and

**Whereas**, the Parties desire to coordinate and form the multi-agency Alamo Area Metro SWAT Team for deployment within the jurisdictions of participating agencies and other surrounding areas and desire to enter into this agreement to ensure that there are finances available for to the SWAT Team to purchase assets and equipment as necessary now and in the future in accordance with Chapter 418 of the Texas Government Code and Chapter 362 of the Texas Local Government Code, as applicable; and

**Whereas**, the Parties to this Agreement understand that entering into this Agreement in no way obligates any Party to participate in any tactical response activities.

**NOW, THEREFORE**, pursuant to the Act and as otherwise authorized and permitted by the laws of the State of Texas, for and in consideration of the covenants, conditions, and undertakings hereinafter described, and subject to each and every term and condition of this Agreement, the Parties contract, covenant and agree as follows:

### **Article One – Findings and Declarations**

**Section 1.1** The recitals hereinabove set forth are incorporated herein for all purposes and are found by the City Councils of Cibolo, Converse, Kirby, Live Oak, Seguin, Selma, Schertz, Universal City, Windcrest, and the Board of Trustees of Judson ISD to be true and correct. It is further found and determined that the City Councils of Cibolo, Converse, Kirby, Live Oak, Seguin, Selma, Schertz, Universal City, Windcrest, and the Board of Trustees of Judson ISD have authorized and approved this Agreement by resolution duly adopted by each of the City Councils and Board of Trustees.

**Section 1.2** It is the declared and stated intent of the Parties that the terms, conditions, and provisions of this Agreement may be enforced by each of the Parties, jointly or independently, either at law or in equity, and the Parties shall be deemed to have waived any claim or right that is inconsistent with this Agreement and shall be stopped from challenging any term, provision, or condition hereof.

## **Article Two – Purpose**

The purpose of this Agreement is to coordinate multiple law enforcement agencies to provide adequate assets, training, and equipment in responding to law enforcement SWAT incidents within the Randolph Metro Area and participating jurisdictions with Bexar, Comal, and Guadalupe Counties.

## **Article Three – Administration**

**Section 3.1** The City of Live Oak (“City”) will be the administrative agent for the Fund under this Agreement pursuant to the Act.

**Section 3.2** For the purpose of continuity of records management, audit process, and centralizing inventory control, and pursuant to this Agreement, all decision making, and administration of Vehicles, Equipment, Training, and management of the SWAT Team will be governed according to the overall strategy approved by the Oversight Committee (see Section 3.3).

**Section 3.3** The law enforcement Chiefs of each of the jurisdictions entering into this Agreement will jointly and equally serve as Directors on the Oversight Committee to establish and maintain direction and authorize the allocation of the financial resources in the SWAT Team. The Chiefs may designate someone as their representative when necessary.

**Section 3.5** All assets and equipment purchased pursuant to this Agreement that the Parties must pay for, if any, will be paid from current revenues available to each respective jurisdiction.

**Section 3.6** During the term of this Agreement, the Parties agree to provide upon request of one party (requesting party) to the other (providing party) such law enforcement personnel, including available equipment and facilities, as may be requested for the investigation or suppression of crime within the jurisdictional area of the requesting party; provided that the personnel, equipment, and facilities requested are not otherwise required by the providing party as determined by the Chief of the providing agency, or his designee. Requests for mutual aid made pursuant to this Agreement shall be made by and to the respective Chief or his designated representatives.

## **Article Four – Duties and Responsibilities of the Parties**

**Section 4.1** The Oversight Committee or their designee will conduct two inventories a year of any assigned vehicles or equipment purchased pursuant to this Agreement, on a form approved by the City. The Oversight Committee will provide the inventory lists to the City prior to January 1<sup>st</sup> and July 1<sup>st</sup> of each year.

**Section 4.2** The City may request, from all parties, an additional inventory of vehicles or equipment housed and may request copies of personnel training records relating to the regional SWAT team pursuant to this Agreement in preparation for an audit. Additional inventories and records will be due within 30 days of receipt of a written request from the city. Inventory records will be available to all participating jurisdictions at any time.

**Section 4.3** The SWAT Team is prohibited from transferring or relocating assigned SWAT vehicle(s) and equipment purchased with this funding pursuant to this agreement without prior notification to the Oversight Committee.

**Section 4.4** The SWAT Team will forward all maintenance records for the SWAT vehicles and equipment purchased with this funding and housed by such parties pursuant to this Agreement to the City of Live Oak within 30 days of work being performed. Such records will include, but not be limited to, all records of preventative maintenance, tire replacements, and any other maintenance work performed on the vehicles or equipment by any authorized service facility other than at the City of Live Oak Vehicle Maintenance Department.

**Section 4.5** The Parties will use the vehicles and equipment, pursuant to this Agreement, solely for responding to incidents, related training activities, driver familiarization activities, and community public safety events.

**Section 4.6** In preparation for audits, each party will submit a Quarterly Summary Report to the City in a format approved by the City of Live Oak, along with copies of individual incident reports for each call for service responded to by SWAT Team. The reports will be due no later than April 10<sup>th</sup>, July 10<sup>th</sup>, October 10<sup>th</sup>, and January 10<sup>th</sup> of each year for the previous quarter. This report is intended to document the mobilization and use of the SWAT Team.

**Section 4.7** Repairs for damages to the SWAT vehicle(s) or equipment incurred while training, responding to an incident, or operating the vehicle or equipment for any reason will be paid by the party operating the vehicle or equipment if such damages are the result of the operating party's negligence.

**Section 4.8** While any law enforcement officer regularly employed by the providing party is in the service of a requesting party pursuant to this Agreement, he shall be under the command of the requesting party's law enforcement officer who is in charge, and said peace officer shall have all the powers of a regular peace officer of the requesting party as though he were within the jurisdiction where he is regularly employed; and his qualification for office with the providing party shall constitute his qualification for office with the requesting party; and no other oath, bond, or compensation need be made. In the performance of work or services hereunder, each peace officer is deemed solely as an employee of his hiring agency, which shall assume sole and exclusive responsibility for the payment of wages to the employee for services performed under this Agreement.

**Section 4.9** A peace officer employed by a providing Party covered by this Agreement may make arrests outside the jurisdiction in which he is employed, but within the areas (any participating jurisdiction) covered by the Agreement, provided, however, that the law enforcement agency within the requesting jurisdiction shall be notified of such arrest without delay. The notified agency shall make available the notice of such arrest in the same manner as if said arrest were made by a member of the law enforcement agency of said requesting jurisdiction.

**Section 4.10** Peace officers employed by the Parties to this Agreement shall have such investigative and other law enforcement authority in the jurisdictional area encompassed by this Agreement as is reasonable and proper to accomplish the purpose for which a request for mutual aid assistance is made.

**Section 4.11** The Chief of the requesting agency or his designee shall be the final authority in deciding whether deadly force is required to bring a critical incident to an end; provided, however, that this authority shall not limit the authority of a peace officer, confronted with an immediate threat and no alternative, to use such force as may be required to preserve his life or the life of another. To the maximum feasible extent, time and negotiation shall be used to bring a critical incident to a close without loss of life or injury to a Party.

### **Article Five- Alamo Area Metro SWAT Team Criteria and Appointment**

**Article 5.1** The Alamo Area Metro SWAT Team is hereby created pursuant to this Agreement, as an emergency response team comprised of peace officers from the agencies, which are Parties to this Agreement. The command structure of the team will be defined and agreed to by the Chief of each agency represented under this Agreement within the operational policies established for the team. In appointing personnel to the Alamo Area Metro SWAT Team, each agency represented by this Agreement shall be subject to the foregoing articles and further subject to the following specific criteria:

- (a) Each Party to this Agreement shall use the same selection, training, uniform, fitness, and firearms standards to ensure the availability of peace officers specifically trained in responses to and management of critical incidents involving substantial risk of death or serious injury to persons.
- (b) Each Party to this Agreement shall provide not less than sixteen hours monthly of duty time for the joint training of peace officers from all the participating Parties.
- (c) Each Party shall also designate a peace officer to coordinate its participation in both training and callout incidents.

**Article 5.2** All peace officers designated by each Party as qualified to be appointed to the Alamo Area Metro SWAT Team shall meet the following criteria as a minimum: not less than minimum full time experience established by the oversight committee; demonstrated ability to meet or surpass the fitness requirements established for team members; successful completion of an approved basic SWAT school in special tactics; and a minimal acceptable score on the firearms qualification course established for these officers. Further, officers assigned by each city are subject to reassignment from the response team at the discretion of the employing agency or command staff of the team if it is determined to be in the best interest of the team.

## **Article Six – Cost Sharing/Budget and Finance**

The Parties agree to budget and finance provisions for costs incurred by or in connection with the operations, training, purchasing of assets and equipment for the SWAT Team, in accordance with the following:

**Section 6.1** For purposes of general administration, the City of Live Oak shall be designated as the Host Police Department. The City's police department will coordinate budgetary expenditures with all participating jurisdictions and in association with the Oversight Committee.

**Section 6.2** All costs associated with the initial and continued outfitting of a SWAT Team member, including but not limited to, clothing, equipment and weapons shall be the responsibility of the employing participating Jurisdiction of any team member. This equipment shall remain the property of the purchasing Jurisdiction. The maintenance and replacement of individual team member's equipment shall be the responsibility of the employing Jurisdiction. All uniforms, weapons, and equipment purchased by participating jurisdictions are required to meet minimum standards as established by the Oversight Committee.

**Section 6.3** Any overtime costs associated with deployment operations or team training of SWAT Team members shall be the responsibility of the employing Jurisdiction of any participating team member.

**Section 6.4** All parties understand there is need for equipment, and/or training for specialty positions within the team, that may be utilized by any qualified team member during the course of operations or training.

**Section 6.5** Each participating Jurisdiction agrees that the annual contributions made pursuant to this Section shall be used for sustaining annual training and support, as well as capital replacement for an armored asset and other designated equipment.

- (a) \$6,500.00 represents the annual contributions by the Parties.
- (b) In exchange for the City of Selma's contribution of making use of Selma's armored asset available to the SWAT Team, the City of Selma shall not be required to pay into the fund.
- (c) Annual contributions may be approved by each Jurisdiction's governing body in the budget process on an annual basis. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- (d) The City of Live Oak will establish a single operational budget at the direction of the Oversight Committee. Participating Jurisdictions agree to leave any remaining balance from that calendar year in the operational budget, which will be held in the account to supplement/augment organizational operations with the approval of the Oversight Committee.

- (e) In exchange for making the annual contributions and each participating Jurisdiction shall receive the full support of the team and equipment to support critical and planned incidents within its jurisdiction.

**Section 6.6** By May of each year, the SWAT Team Commander will submit a proposed operational budget request for approval to the Oversight Committee, itemizing anticipated team/specialty training and team equipment purchase requests for the following budget cycle. Each participating Party will be responsible for their annual contribution of \$6,500.00 or the amount established by the oversight committee to be placed within their budget for consideration by respective City Councils. All team/specialty equipment purchases made during the calendar year will be documented via an inventory database spreadsheet. Training and equipment for individual team members will be the responsibility of each participating Party.

**Section 6.7** During unusual occurrences, emergency expenses outside the parameters of the approved SWAT Team operational budget can be approved and ratified by agreement with a quorum of the Board. These expenses will be incurred only out of operational necessity (i.e., additional overtime or supplies related to a SWAT operation).

**Section 6.8** All Parties intend that the budget and finance provision contained herein shall support the activities of SWAT Team operations, training, equipment, and vehicles.

**Section 6.9** Any additional equipment or vehicle needs associated with Alamo Area Metro SWAT Team may be supported with funding under this section as determined by the Oversight Committee.

**Section 6.10** The City of Live Oak will act as the Administrator of the Alamo Area Metro SWAT Team. The City of Live Oak's Finance Department will create a means to track and record the revenues and expenditures generated under this Agreement by creating a new separate Special Revenue Fund within the reporting structure of the City to specifically record the financial transactions under this Agreement. This fund will be audited annually as part of the City of Live Oak's annual audit process and will be reported as part of the City's annual Audit Report. The Live Oak Police Chief will serve as the administrative liaison between the Alamo Area Metro SWAT Team Oversight Committee and the City of Live Oak Finance Department for any required approval needed to disburse funds. As the administrative liaison, the Live Oak Police Chief will approve and authorize appropriate expenditures as directed by the Alamo Area Metro SWAT Team Oversight Committee and submit them to the Finance Department for final disbursement.

### **Article Seven – No Co-Partnerships**

It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as creating or establishing the relationship by any of the parties as agent, representative, or employee of another party for any purpose, or in any manner, whatsoever.

## **Article Eight – Term, Renewals, and Amendments**

This Agreement will be in effect for one (1) year from the effective date hereof and will be considered automatically renewed for each succeeding year, up to a total of ten (10) such years. This agreement may be reviewed annually, and any party may withdraw from participation in this Agreement, with or without cause, by giving at least thirty (30) days written notice to all of the other parties. The decision to withdraw from this Agreement by one Party will not impact the other Parties' participation in this Agreement. This Agreement may only be amended by a written instrument recommended by the Oversight Committee and approved by the Governing bodies of the Parties. This Agreement may only be amended by written agreement of all the undersigned Parties that have not withdrawn their respective participation under this Agreement.

If a participating jurisdiction elects to terminate their participation in this Agreement, they shall forfeit their rights to the assets and equipment, as well as their financial contributions to the Fund.

In the event the Parties agree to eliminate and dissolve this Agreement and the Oversight Committee, and the Parties agree to dissolve this Agreement prior to the tenth year of the Agreement, the parties shall distribute the assets and equipment based on a proportionate share of their participation in the Fund.

In the event another jurisdiction not a party to the initial agreement expresses an interest in participating, the Oversight Committee will evaluate the new jurisdiction's participation and vote on participation and terms, including the financial investment necessary to participate and an Interlocal agreement reflecting the new jurisdiction's participation and terms.

## **Article Nine – Benefit of Term, Renewals, and Amendments**

This Agreement is intended for the exclusive and sole benefit of Alamo Area Metro SWAT Team and neither this Agreement nor any provision thereof shall be construed to confer or provide any benefit or right to any other person.

## **Article Ten – Severability Clause**

If any provision of this Agreement or any application hereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

### **Article Eleven– Governing Law**

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

### **Article Twelve – Governmental Immunity**

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental or sovereign immunity.

### **Article Thirteen – Authorization**

The undersigned officers and/or agents are properly authorized to execute this contract on behalf of the Parties hereto, and each hereby certifies to the other that any necessary resolution or order extending such authority has been duly passed and are now in full force and effect.

### **Article Fourteen – No Third-Party Rights**

By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

### **Article Fifteen – Multiple Counterparts**

This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall be considered fully executed as of the date when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterparts.

### **Article Sixteen – Venue**

Venue for any legal actions arising out of this Agreement shall lie exclusively in Bexar County, Texas.

## Article Seventeen – Notices and Contacts

Unless otherwise directed in writing, notices, reports, invoices, payments, and other documents shall be delivered to each jurisdiction as follows:

City of Cibolo  
Attn: Police Chief  
162 Loop 539 E.  
Cibolo, TX 78108

City of Converse  
Attn: Police Chief  
402 S Seguin Rd.  
Converse, TX 78109

Judson ISD  
Attn: Police Chief  
8012 Shin Oak Drive  
Live Oak, TX 78233

City of Kirby  
Attn: Police Chief  
4130 Ackerman Rd

City of Live Oak  
Attn: Police Chief  
8022 Shin Oak  
Live Oak, TX 78233

City of Seguin  
Attn: Police Chief  
350 N Guadalupe St.  
Seguin, TX 78155

City of Selma  
Attn: Police Chief  
9375 Corporate Drive  
Selma, TX 78154

City of Schertz  
Attn: Police Chief  
1400 Schertz Pkwy #6  
Schertz, TX 78154

City of Universal City  
Attn: Police Chief  
2150 Universal City Blvd.  
Universal City, TX 78418

City of Windcrest  
Attn: Police Chief  
8601 Midcrown Dr.  
Windcrest, TX 78239

Notices mailed by any jurisdiction shall be deemed effective on the date mailed. Any jurisdiction may change its address for receipt of reports, notices, invoices, payments, and other documents by giving the other jurisdictions written notice of not less than seven (7) days prior to the effective date.

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF CIBOLO**

By: \_\_\_\_\_  
City Manager

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

State of Texas

County of Guadalupe

Before me, the undersigned Notary Public on this day personally appeared \_\_\_\_\_, City Manager of the City of Cibolo, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Cibolo, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF CONVERSE**

By: \_\_\_\_\_  
City Manager

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

State of Texas

County of Bexar

Before me, the undersigned Notary Public on this day personally appeared \_\_\_\_\_, City Manager of the City of Converse, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Converse, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**JUDSON INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
JISD Board President

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

State of Texas

County of Bexar

Before me, the undersigned Notary Public on this day personally appeared \_\_\_\_\_, President of the Board of Trustees of the Judson Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the Judson Independent School District, a Texas independent school district, as President of its Board of Trustees, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF LIVE OAK**

By: \_\_\_\_\_  
City Manager

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

State of Texas

County of Bexar

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, City Manager of the City of Live Oak, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Live Oak, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF UNIVERSAL CITY**

By: \_\_\_\_\_  
City Manager

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

State of Texas

County of Bexar

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, City Manager of the City of Universal City, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Universal City, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF WINDCREST**

By: \_\_\_\_\_  
City Manager

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

State of Texas

County of Bexar

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, City Manager of the City of Windcrest, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Windcrest, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF SELMA**

By: \_\_\_\_\_  
Johnny Casias, City Administrator

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

State of Texas

County of Guadalupe

Before me, the undersigned Notary Public, on this day personally appeared Johnny Casias, City Administrator of the City of Selma, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Selma, a Texas municipal corporation, as its City Administrator, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF KIRBY**

By: \_\_\_\_\_  
City Administrator/Manager

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

State of Texas

County of Bexar

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, City Administrator/Manager of the City of Kirby, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Kirby, a Texas municipal corporation, as its City Administrator/Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF Seguin**

By: \_\_\_\_\_  
City Manager

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

State of Texas

County of Guadalupe

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, City Manager of the City of Seguin, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Seguin, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF Schertz**

By: \_\_\_\_\_  
City Manager

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

State of Texas

County of Guadalupe

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, City Manager of the City of Schertz, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Schertz, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

**RESOLUTION NO. 23-R-40**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO SIGN AN INTERLOCAL COOPERATION AGREEMENT FOR SWAT SERVICES BETWEEN CIBOLO, CONVERSE, JUSDSON ISD, KIRBY, LIVE OAK, SEGUIN UNIVRSAL CITY AND WINDCREST AND THE CITY OF SCHERTZ OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City of Schertz Police Department strives to deliver professional law enforcement services to the citizens of Schertz and in order to secure 24/7 SWAT Team operational readiness and response capabilities to critical incidents; and

**WHEREAS**, the Alamo Area Metro SWAT Team, is in vast need of team equipment, and operating/training needs. For these items to be purchased it would cost a significant amount of funding and the resources are not available to the individual Cities who are party to the Alamo Area Metro SWAT Team, but collectively makes purchasing the resources and assets, while also providing personnel feasible; and

**WHEREAS**, the participating agencies provide law enforcement services to their respective jurisdiction; and

**WHEREAS**, it is of benefit to all parties participating in the Alamo Area Metro SWAT Team and to the residents in those areas, to enter into this Agreement to efficiently provide that service to the areas designated in the Agreement; now therefore,

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

Section 1. The City Council hereby authorizes the City Manager to execute the Interlocal Cooperation Agreement to provide SWAT Team services to areas within Bexar, Comal and Guadalupe County as set forth in Exhibit A.

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

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

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

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

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

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

Section 7. This Resolution shall be in force for one (1) year from the effective date hereof and will be considered automatically renewed for each succeeding year, up to a total of ten (10) years.

PASSED AND ADOPTED, this day \_\_\_\_ of \_\_\_\_\_ 2023.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

REGIONAL LAW ENFORCEMENT SUPPORT for  
Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak, Seguin, Selma, Schertz, Universal City and  
Windcrest

INTERLOCAL COOPERATION AGREEMENT

THE STATE OF TEXAS  
COUNTY OF BEXAR

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Cibolo, City of Converse, Judson Independent School District, the City of Kirby, the City of Live Oak, the City of Seguin, the City of Selma, the City of Schertz, the City of Universal City, and the City of Windcrest, (collectively, "the Parties"), acting by and through their authorized representatives.

**Whereas**, the Alamo Area Metro SWAT Team (SWAT Team), hereafter referred to as the SWAT Team, is in vast need of team equipment, and operating/training needs. For these items to be purchased it would cost a significant amount of funding and the resources are not available to the individual Cities who are a party to the SWAT Team, but collectively makes purchasing the resources and assets feasible. The team is also in need of funds to replace equipment, purchase additional expendable items used during deployments, and provide for training needs.

**Whereas**, the participating jurisdictions in the SWAT Team have agreed to enter into this agreement to develop a sustaining fund for the purchase of assets and equipment to assist with its operating needs and the Fund being established shall be called the Regional Law Enforcement Support Fund ("The Fund"); and

**Whereas**, the participating jurisdictions and the respective Governing Bodies have determined that entering into this agreement will achieve a municipal public purpose to ensure the safety and welfare of the citizens of the participating jurisdictions; and

**Whereas**, the participating jurisdictions to the Fund agree to establish an Oversight Committee consisting of the Chiefs of Police for each entity entering into this Agreement, to establish and assist with policy decisions associated with expending the funds within the Fund and maintaining the vision for the Fund; and

**Whereas**, Chapter 362, Sec. 362.001 et seq., Texas Local Government Code, authorizes a county or municipality by resolution of its governing body to enter into an agreement with any neighboring municipality or contiguous county for the formation of a mutual aid law enforcement task force to cooperate in the investigation of criminal activity and enforcement of the laws of this State; and

**Whereas**, the Parties, and other cities and agencies which may hereafter become parties after this agreement is entered, desire to form a mutual aid law enforcement task force wherein the specialized equipment, facilities and trained personnel of their respective police departments or law enforcement agencies are available to each other as requested and required; additionally a joint tactical or SWAT team (Special Weapons and Tactics Team) hereafter referred to as the Alamo Area Metro SWAT Team shall be created under this Agreement; and

**Whereas**, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 (the "Act"), as amended, cities, counties, special districts, and other legally constituted political subdivisions of the State of Texas are authorized to enter into inter-local contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and

**Whereas**, the Parties each provide law enforcement services to the citizens of their respective jurisdictions; and

**Whereas**, the Parties desire to provide Special Weapons and Tactics (SWAT) capabilities within Bexar, Comal, and Guadalupe Counties in accordance with Chapter 418 of the Texas

Government Code and Chapter 362 of the Texas Local Government Code, as applicable; and **Whereas**, the Parties desire to coordinate and form the multi-agency Alamo Area Metro SWAT Team for deployment within the jurisdictions of participating agencies and other surrounding areas and desire to enter into this agreement to ensure that there are finances available for to the SWAT Team to purchase assets and equipment as necessary now and in the future in accordance with Chapter 418 of the Texas Government Code and Chapter 362 of the Texas Local Government Code, as applicable; and

**Whereas**, the Parties to this Agreement understand that entering into this Agreement in no way obligates any Party to participate in any tactical response activities.

**NOW, THEREFORE**, pursuant to the Act and as otherwise authorized and permitted by the laws of the State of Texas, for and in consideration of the covenants, conditions, and undertakings hereinafter described, and subject to each and every term and condition of this Agreement, the Parties contract, covenant and agree as follows:

### **Article One – Findings and Declarations**

**Section 1.1** The recitals hereinabove set forth are incorporated herein for all purposes and are found by the City Councils of Cibolo, Converse, Kirby, Live Oak, Seguin, Selma, Schertz, Universal City, Windcrest, and the Board of Trustees of Judson ISD to be true and correct. It is further found and determined that the City Councils of Cibolo, Converse, Kirby, Live Oak, Seguin, Selma, Schertz, Universal City, Windcrest, and the Board of Trustees of Judson ISD have authorized and approved this Agreement by resolution duly adopted by each of the City Councils and Board of Trustees.

**Section 1.2** It is the declared and stated intent of the Parties that the terms, conditions, and provisions of this Agreement may be enforced by each of the Parties, jointly or independently, either at law or in equity, and the Parties shall be deemed to have waived any claim or right that is inconsistent with this Agreement and shall be stopped from challenging any term, provision, or condition hereof.

### **Article Two – Purpose**

The purpose of this Agreement is to coordinate multiple law enforcement agencies to provide adequate assets, training, and equipment in responding to law enforcement SWAT incidents within the Randolph Metro Area and participating jurisdictions with Bexar, Comal, and Guadalupe Counties.

### **Article Three – Administration**

**Section 3.1** The City of Live Oak (“City”) will be the administrative agent for the Fund under this Agreement pursuant to the Act.

**Section 3.2** For the purpose of continuity of records management, audit process, and centralizing inventory control, and pursuant to this Agreement, all decision making, and administration of Vehicles, Equipment, Training, and management of the SWAT Team will be governed according to the overall strategy approved by the Oversight Committee (see Section 3.3).

**Section 3.3** The law enforcement Chiefs of each of the jurisdictions entering into this Agreement will jointly and equally serve as Directors on the Oversight Committee to establish and maintain direction and authorize the allocation of the financial resources in the SWAT Team. The Chiefs may designate someone as their representative when necessary.

**Section 3.5** All assets and equipment purchased pursuant to this Agreement that the Parties must pay for, if any, will be paid from current revenues available to each respective jurisdiction.

**Section 3.6** During the term of this Agreement, the Parties agree to provide upon request of one party (requesting party) to the other (providing party) such law enforcement

personnel, including available equipment and facilities, as may be requested for the investigation or suppression of crime within the jurisdictional area of the requesting party; provided that the personnel, equipment, and facilities requested are not otherwise required by the providing party as determined by the Chief of the providing agency, or his designee. Requests for mutual aid made pursuant to this Agreement shall be made by and to the respective Chief or his designated representatives.

#### **Article Four – Duties and Responsibilities of the Parties**

**Section 4.1** The Oversight Committee or their designee will conduct two inventories a year of any assigned vehicles or equipment purchased pursuant to this Agreement, on a form approved by the City. The Oversight Committee will provide the inventory lists to the City prior to January 1<sup>st</sup> and July 1<sup>st</sup> of each year.

**Section 4.2** The City may request, from all parties, an additional inventory of vehicles or equipment housed and may request copies of personnel training records relating to the regional SWAT team pursuant to this Agreement in preparation for an audit. Additional inventories and records will be due within 30 days of receipt of a written request from the city. Inventory records will be available to all participating jurisdictions at any time.

**Section 4.3** The SWAT Team is prohibited from transferring or relocating assigned SWAT vehicle(s) and equipment purchased with this funding pursuant to this agreement without prior notification to the Oversight Committee.

**Section 4.4** The SWAT Team will forward all maintenance records for the SWAT vehicles and equipment purchased with this funding and housed by such parties pursuant to this Agreement to the City of Live Oak within 30 days of work being performed. Such records will include, but not be limited to, all records of preventative maintenance, tire replacements, and any other maintenance work performed on the vehicles or equipment by any authorized service facility other than at the City of Live Oak Vehicle Maintenance Department.

**Section 4.5** The Parties will use the vehicles and equipment, pursuant to this Agreement, solely for responding to incidents, related training activities, driver familiarization activities, and community public safety events.

**Section 4.6** In preparation for audits, each party will submit a Quarterly Summary Report to the City in a format approved by the City of Live Oak, along with copies of individual incident reports for each call for service responded to by SWAT Team. The reports will be due no later than April 10<sup>th</sup>, July 10<sup>th</sup>, October 10<sup>th</sup>, and January 10<sup>th</sup> of each year for the previous quarter. This report is intended to document the mobilization and use of the SWAT Team.

**Section 4.7** Repairs for damages to the SWAT vehicle(s) or equipment incurred while training, responding to an incident, or operating the vehicle or equipment for any reason will be paid by the party operating the vehicle or equipment if such damages are the result of the operating party's negligence.

**Section 4.8** While any law enforcement officer regularly employed by the providing party is in the service of a requesting party pursuant to this Agreement, he shall be under the command of the requesting party's law enforcement officer who is in charge, and said peace officer shall have all the powers of a regular peace officer of the requesting party as though he were within the jurisdiction where he is regularly employed; and his qualification for office with the providing party shall constitute his qualification for office with the requesting party; and no other oath, bond, or compensation need be made. In the performance of work or services hereunder, each peace officer is deemed solely as an employee of his hiring agency, which shall assume sole and exclusive responsibility for the payment of wages to the employee for services performed under this Agreement.

**Section 4.9** A peace officer employed by a providing Party covered by this Agreement may make arrests outside the jurisdiction in which he is employed, but within the areas (any participating jurisdiction) covered by the Agreement, provided, however, that the law enforcement agency within the requesting jurisdiction shall be notified of such arrest without

delay. The notified agency shall make available the notice of such arrest in the same manner as if said arrest were made by a member of the law enforcement agency of said requesting jurisdiction.

**Section 4.10** Peace officers employed by the Parties to this Agreement shall have such investigative and other law enforcement authority in the jurisdictional area encompassed by this Agreement as is reasonable and proper to accomplish the purpose for which a request for mutual aid assistance is made.

**Section 4.11** The Chief of the requesting agency or his designee shall be the final authority in deciding whether deadly force is required to bring a critical incident to an end; provided, however, that this authority shall not limit the authority of a peace officer, confronted with an immediate threat and no alternative, to use such force as may be required to preserve his life or the life of another. To the maximum feasible extent, time and negotiation shall be used to bring a critical incident to a close without loss of life or injury to a Party.

### **Article Five- Alamo Area Metro SWAT Team Criteria and Appointment**

**Article 5.1** The Alamo Area Metro SWAT Team is hereby created pursuant to this Agreement, as an emergency response team comprised of peace officers from the agencies, which are Parties to this Agreement. The command structure of the team will be defined and agreed to by the Chief of each agency represented under this Agreement within the operational policies established for the team. In appointing personnel to the Alamo Area Metro SWAT Team, each agency represented by this Agreement shall be subject to the foregoing articles and further subject to the following specific criteria:

- (a) Each Party to this Agreement shall use the same selection, training, uniform, fitness, and firearms standards to ensure the availability of peace officers specifically trained in responses to and management of critical incidents involving substantial risk of death or serious injury to persons.
- (b) Each Party to this Agreement shall provide not less than sixteen hours monthly of duty time for the joint training of peace officers from all the participating Parties.
- (c) Each Party shall also designate a peace officer to coordinate its participation in both training and callout incidents.

**Article 5.2** All peace officers designated by each Party as qualified to be appointed to the Alamo Area Metro SWAT Team shall meet the following criteria as a minimum: not less than minimum full time experience established by the oversight committee; demonstrated ability to meet or surpass the fitness requirements established for team members; successful completion of an approved basic SWAT school in special tactics; and a minimal acceptable score on the firearms qualification course established for these officers. Further, officers assigned by each city are subject to reassignment from the response team at the discretion of the employing agency or command staff of the team if it is determined to be in the best interest of the team.

### **Article Six – Cost Sharing/Budget and Finance**

The Parties agree to budget and finance provisions for costs incurred by or in connection with the operations, training, purchasing of assets and equipment for the SWAT Team, in accordance with the following:

**Section 6.1** For purposes of general administration, the City of Live Oak shall be designated as the Host Police Department. The City's police department will coordinate budgetary expenditures with all participating jurisdictions and in association with the Oversight Committee.

**Section 6.2** All costs associated with the initial and continued outfitting of a SWAT Team member, including but not limited to, clothing, equipment and weapons shall be the responsibility of the employing participating Jurisdiction of any team member. This equipment shall remain the property of the purchasing Jurisdiction. The maintenance and replacement of individual team member's equipment shall be the responsibility of the employing Jurisdiction. All uniforms, weapons, and equipment purchased by participating jurisdictions are required to meet minimum standards as established by the Oversight Committee.

**Section 6.3** Any overtime costs associated with deployment operations or team training of SWAT Team members shall be the responsibility of the employing Jurisdiction of any participating team member.

**Section 6.4** All parties understand there is need for equipment, and/or training for specialty positions within the team, that may be utilized by any qualified team member during the course of operations or training.

**Section 6.5** Each participating Jurisdiction agrees that the annual contributions made pursuant to this Section shall be used for sustaining annual training and support, as well as capital replacement for an armored asset and other designated equipment.

(a) \$6,500.00 represents the annual contributions by the Parties.

(b) In exchange for the City of Selma's contribution of making use of Selma's armored asset available to the SWAT Team, the City of Selma shall not be required to pay into the fund.

(c) Annual contributions may be approved by each Jurisdiction's governing body in the budget process on an annual basis. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

(d) The City of Live Oak will establish a single operational budget at the direction of the Oversight Committee. Participating Jurisdictions agree to leave any remaining balance from that calendar year in the operational budget, which will be held in the account to supplement/augment organizational operations with the approval of the Oversight Committee.

(e) In exchange for making the annual contributions and each participating Jurisdiction shall receive the full support of the team and equipment to support critical and planned incidents within its jurisdiction.

**Section 6.6** By May of each year, the SWAT Team Commander will submit a proposed operational budget request for approval to the Oversight Committee, itemizing anticipated team/specialty training and team equipment purchase requests for the following budget cycle. Each participating Party will be responsible for their annual contribution of \$6,500.00 or the amount established by the oversight committee to be placed within their budget for consideration by respective City Councils. All team/specialty equipment purchases made during the calendar year will be documented via an inventory database spreadsheet. Training and equipment for individual team members will be the responsibility of each participating Party.

**Section 6.7** During unusual occurrences, emergency expenses outside the parameters of the approved SWAT Team operational budget can be approved and ratified by agreement with a quorum of the Board. These expenses will be incurred only out of operational necessity (i.e., additional overtime or supplies related to a SWAT operation).

**Section 6.8** All Parties intend that the budget and finance provision contained herein shall support the activities of SWAT Team operations, training, equipment, and vehicles.

**Section 6.9** Any additional equipment or vehicle needs associated with Alamo Area Metro SWAT Team may be supported with funding under this section as determined by the Oversight Committee.

**Section 6.10** The City of Live Oak will act as the Administrator of the Alamo Area Metro SWAT Team. The City of Live Oak's Finance Department will create a means to track and record the revenues and expenditures generated under this Agreement by creating a new separate Special Revenue Fund within the reporting structure of the City to specifically record the financial transactions under this Agreement. This fund will be audited annually as part of the City of Live Oak's annual audit process and will be reported as part of the City's annual Audit Report. The Live Oak Police Chief will serve as the administrative liaison between the Alamo Area Metro SWAT Team Oversight Committee and the City of Live Oak Finance Department for any required approval needed to disburse funds. As the administrative liaison, the Live Oak Police Chief will approve and authorize appropriate expenditures as directed by the Alamo Area Metro SWAT Team Oversight Committee and submit them to the Finance Department for final disbursement.

### **Article Seven – No Co-Partnerships**

It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as creating or establishing the relationship by any of the parties as agent, representative, or employee of another party for any purpose, or in any manner, whatsoever.

### **Article Eight – Term, Renewals, and Amendments**

This Agreement will be in effect for one (1) year from the effective date hereof and will be considered automatically renewed for each succeeding year, up to a total of ten (10) such years. This agreement may be reviewed annually, and any party may withdraw from participation in this Agreement, with or without cause, by giving at least thirty (30) days written notice to all of the other parties. The decision to withdraw from this Agreement by one Party will not impact the other Parties' participation in this Agreement. This Agreement may only be amended by a written instrument recommended by the Oversight Committee and approved by the Governing bodies of the Parties. This Agreement may only be amended by written agreement of all the undersigned Parties that have not withdrawn their respective participation under this Agreement.

If a participating jurisdiction elects to terminate their participation in this Agreement, they shall forfeit their rights to the assets and equipment, as well as their financial contributions to the Fund.

In the event the Parties agree to eliminate and dissolve this Agreement and the Oversight Committee, and the Parties agree to dissolve this Agreement prior to the tenth year of the Agreement, the parties shall distribute the assets and equipment based on a proportionate share of their participation in the Fund.

In the event another jurisdiction not a party to the initial agreement expresses an interest in participating, the Oversight Committee will evaluate the new jurisdiction's participation and vote on participation and terms, including the financial investment necessary to participate and an Interlocal agreement reflecting the new jurisdiction's participation and terms.

### **Article Nine – Benefit of Term, Renewals, and Amendments**

This Agreement is intended for the exclusive and sole benefit of Alamo Area Metro SWAT Team and neither this Agreement nor any provision thereof shall be construed to confer or provide any benefit or right to any other person.

### **Article Ten – Severability Clause**

If any provision of this Agreement or any application hereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

### **Article Eleven– Governing Law**

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

### **Article Twelve – Governmental Immunity**

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental or sovereign immunity.

### **Article Thirteen – Authorization**

The undersigned officers and/or agents are properly authorized to execute this contract on behalf of the Parties hereto, and each hereby certifies to the other that any necessary resolution or order extending such authority has been duly passed and are now in full force and effect.

### **Article Fourteen – No Third-Party Rights**

By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

### **Article Fifteen – Multiple Counterparts**

This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall be considered fully executed as of the date when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterparts.

### **Article Sixteen – Venue**

Venue for any legal actions arising out of this Agreement shall lie exclusively in Bexar County, Texas.

### **Article Seventeen – Notices and Contacts**

Unless otherwise directed in writing, notices, reports, invoices, payments, and other

documents shall be delivered to each jurisdiction as follows:

City of Cibolo  
Attn: Police Chief  
162 Loop 539 E.  
Cibolo, TX 78108

City of Converse  
Attn: Police Chief  
402 S Seguin Rd.  
Converse, TX 78109

Judson ISD  
Attn: Police Chief  
8012 Shin Oak Drive  
Live Oak, TX 78233

City of Kirby  
Attn: Police Chief  
4130 Ackerman Rd

City of Live Oak  
Attn: Police Chief  
8022 Shin Oak  
Live Oak, TX 78233

City of Seguin  
Attn: Police Chief  
350 N Guadalupe St.  
Seguin, TX 78155

City of Selma  
  
Attn: Police Chief  
9375 Corporate Drive  
Selma, TX 78154

City of Schertz  
  
Attn: Police Chief  
1400 Schertz Pkwy #6  
Schertz, TX 78154

City of Universal City  
Attn: Police Chief  
2150 Universal City Blvd.  
Universal City, TX 78418

City of Windcrest  
Attn: Police Chief  
8601 Midcrown Dr.  
Windcrest, TX 78239

Notices mailed by any jurisdiction shall be deemed effective on the date mailed. Any jurisdiction may change its address for receipt of reports, notices, invoices, payments, and other documents by giving the other jurisdictions written notice of not less than seven (7) days prior to the effective date.

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF CIBOLO**

By: \_\_\_\_\_

City Manager

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

\_\_\_\_\_  
State of Texas

County of Guadalupe

Before me, the undersigned Notary Public on this day personally appeared \_\_\_\_\_, City Manager of the City of Cibolo, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Cibolo, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF CONVERSE**

By: \_\_\_\_\_

City Manager

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

\_\_\_\_\_  
State of Texas  
County of Bexar

Before me, the undersigned Notary Public on this day personally appeared \_\_\_\_\_, City Manager of the City of Converse, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he

executed the same as the act of the City of Converse, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

### INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**JUDSON INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
JISD Board President

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

State of Texas  
County of Bexar

Before me, the undersigned Notary Public on this day personally appeared \_\_\_\_\_, President of the Board of Trustees of the Judson Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the Judson Independent School District, a Texas independent school district, as President of its Board of

Trustees, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

**INTERLOCAL COOPERATION AGREEMENT**

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF LIVE OAK**

By: \_\_\_\_\_

City Manager

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

\_\_\_\_\_  
State of Texas  
County of Bexar

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, City Manager of the City of Live Oak, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Live Oak, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF UNIVERSAL CITY**

By: \_\_\_\_\_

City Manager

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

\_\_\_\_\_  
State of Texas  
County of Bexar

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, City Manager of the City of Universal City, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he

executed the same as the act of the City of Universal City, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

### INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF WINDCREST**

By: \_\_\_\_\_

City Manager

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

\_\_\_\_\_  
State of Texas  
County of Bexar

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, City Manager of the City of Windcrest, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Windcrest, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF SELMA**

By: \_\_\_\_\_

Johnny Casias, City Administrator

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

\_\_\_\_\_

\_\_\_\_\_

State of Texas  
County of Guadalupe

Before me, the undersigned Notary Public, on this day personally appeared Johnny Casias, City Administrator of the City of Selma, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Selma, a Texas municipal corporation, as its City Administrator, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

#### INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF KIRBY**

By: \_\_\_\_\_

\_\_\_\_\_  
City Administrator/Manager

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

State of Texas  
County of Bexar

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, City Administrator/Manager of the City of Kirby, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Kirby, a Texas municipal corporation, as its City Administrator/Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF Seguin**

By: \_\_\_\_\_

\_\_\_\_\_

City Manager

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

State of Texas

County of Guadalupe

Before me, the undersigned Notary Public, on this day personally appeared

\_\_\_\_\_, City Manager of the City of Seguin, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Seguin, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

Alamo Area Metro SWAT Team  
Cibolo, Converse, Judson ISD, Kirby, Live Oak  
Seguin, Selma, Schertz, Universal City and Windcrest

**INTERLOCAL COOPERATION AGREEMENT**

**IN WITNESS WHEREOF**, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

**CITY OF Schertz**

By: \_\_\_\_\_

\_\_\_\_\_

City Manager

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

State of Texas

County of Guadalupe

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, City Manager of the City of Schertz, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Schertz, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** May 9, 2023  
**Department:** Public Works  
**Subject:** Resolution 23-R-39- Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the Schertz Seguin Local Government Corporation (SSLGC) Budget Amendment for Fiscal Year 2022-23 in the amount of \$1,705,000 as a transfer to the Operating Fund and \$1,450,000 as a transfer to the Repair/Replacement Fund. (B.James/L. Busch)

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**BACKGROUND**

SSLGC Staff is recommending a transfer to the Operating Fund in the amount of \$1,705,000 to appropriate \$255,000 to pay for the substantial increases in the price of chemicals SSLGC utilizes in the water treatment process and the remaining \$1,450,000 will be transferred to the Repair/Replacement Fund to be utilized for repair and replacement project expenditures for pumps and wells and future repairs. From that \$1,450,000, \$750,000 will be held in reserve for future repair and replacement project expenditures, \$200,000 will be utilized for major repairs and/or replacement to pumps, and \$500,000 will be utilized for major repairs and/or replacement to wells.

The SSLGC Board approved this action at their regularly scheduled board meeting on April 20, 2023.

**GOAL**

Approve the SSLGC Budget Amendment transferring \$1,705,000 from the Retained Earnings Fund to the Operating Fund; and transferring \$1,450,000 from the Operating Fund to the Repair/Replacement Fund.

**COMMUNITY BENEFIT**

The City of Schertz is a member of the SSLGC. It is through the SSLGC that the City provides water to its citizens. Approval of the budget amendment will ensure that the citizens of Schertz will continue to receive this vital resource and service.

**SUMMARY OF RECOMMENDED ACTION**

Staff recommends approval of the Resolution for the Budget Amendment to the FY2022-2023 Annual Budget.

**FISCAL IMPACT**

This budget amendment is based on reallocated SSLGC funds.

**RECOMMENDATION**

Staff recommends approval of Resolution 23-R-39.

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**Attachments**

Res 23-r-39 SSLGC Budget Adjustment

Exhibit A SSLGC R23-04 Budget Amendment

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**RESOLUTION NO. 23-R-39**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE SCHERTZ SEGUIN LOCAL GOVERNMENT CORPORATION (SSLGC) BUDGET AMENDMENT FOR FISCAL YEAR 2022-23 IN THE AMOUNT OF \$1,705,000 AS A TRANSFER TO THE OPERATING FUND AND \$1,450,000 AS A TRANSFER TO THE REPAIR/REPLACEMENT FUND.**

**WHEREAS**, the Schertz Seguin Local Government Corporation (SSLGC) is a corporation for the provision of and transportation of water wholly owned by both the City of Schertz and the City of Seguin; and

**WHEREAS**, SSLGC by-laws require that the corporation establish an annual budget and said annual budget must be approved by the SSLGC Board of Directors and both the City of Schertz and the City of Seguin; and

**WHEREAS**, the SSLGC's FY2022-2023 Annual Budget was approved by City Council; and

**WHEREAS**, the proposed budget amendment for FY 2022-2023 has been approved by the SSLGC Board of Directors at their regularly scheduled Board Meeting on April 20, 2023 as depicted in Exhibit A ("Resolution # SSLGC R23-04") and attached hereto; and

**WHEREAS**, the City staff of the City of Schertz (the "City") recommends that the City approve the Schertz Seguin Local Government Corporation Fiscal Year 2022-2023 Budget Amendment; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve the budget amendment to ensure that the citizens and businesses of Schertz continue to receive excellent and vital water service.

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

Section 1. The City Council hereby authorizes the approval of the Schertz Seguin Local Government Corporation Fiscal Year 2022-2023 Amended Annual Budget as per Exhibit "A".

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

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

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

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

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

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

PASSED AND ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

## Exhibit A

**A RESOLUTION AMENDING THE FISCAL YEAR 2023 SCHERTZ SEGUIN LOCAL GOVERNMENT CORPORATION BUDGET.**

**NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL YEAR 2023 SCHERTZ SEGUIN LOCAL GOVERNMENT CORPORATION BUDGET IS AMENDED AS FOLLOWS:**

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**Schertz-Seguin Local Government Corporation Operating Fund**

<b>Amount</b>	<b>Increase:</b>	<b>Increase:</b>
\$ 255,000	SSLGC-Operating Fund General Supplies Chemicals 058-5500-613300	SSLGC-Operating Fund Non-Departmental Use of Retained Earnings 058-9800-960000
Reason Requested:	To appropriate additional funds to pay for substantial increases in the price of chemicals SSLGC utilizes in the water treatment process.	

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<b>Amount</b>	<b>Increase:</b>	<b>Increase:</b>
\$1,450,000	SSLGC-Operating Fund Intragovernmental Transfers Transfers to Repair/Replacement Fund 058-5500-8261000	SSLGC-Operating Fund Non-Departmental Use of Retained Earnings 058-9800-960000
Reason requested:	To appropriate additional funds to be transferred to the Repair and Replacement fund to be utilized for repair and replacement project expenditures for pumps and wells and future repairs.	

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**Schertz-Seguin Local Government Corporation Repair/Replacement Fund**

<b>Amount</b>	<b>Increase:</b>	<b>Increase:</b>
\$ 750,000	SSLGC-Repair/Replacement Fund Intragovernmental Transfers Transfers from Operating Fund 061-391058	SSLGC-Repair/Replacement Fund Retained Earnings  061-297000
Reason requested:	To appropriate additional funds to be transferred to the Repair and Replacement fund to be utilized for repair and replacement project expenditures.	

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<b>Amount</b>	<b>Increase:</b>	<b>Increase:</b>
\$ 200,000	SSLGC-Repair/Replacement Fund Intragovernmental Transfers Transfers from Operating Fund 061-391058	SSLGC-Repair/Replacement Fund Improvements other than Buildings Pump Repairs/Replacements 061-9000-703000
Reason requested:	To appropriate additional funds to be transferred to the Repair and Replacement Fund for major repairs and/or replacements to pumps.	

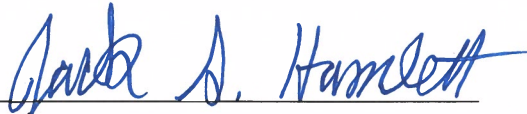
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Amount	Increase:	Increase:
\$ 500,000	SSLGC-Repair/Replacement Fund Intragovernmental Transfers Transfers from Operating Fund 061-391058	SSLGC-Repair/Replacement Fund Improvements other than Buildings Wells Repairs/Replacements 061-9000-703000

Reason requested: To appropriate additional funds to be transferred to the Repair and Replacement Fund for major repairs and/or replacements to wells.

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PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE SCHERTZ-SEGUIN LOCAL GOVERNMENT CORPORATION, on this the 20<sup>th</sup> day of April, 2023.

  
\_\_\_\_\_  
President  
Schertz-Seguin Local Government Corporation

ATTEST:

  
\_\_\_\_\_  
Secretary

Or

\_\_\_\_\_  
Assistant Secretary

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** May 9, 2023

**Department:** City Manager/City Secretary

**Subject:** **Ordinance 23-M-11 - Consideration and/or action on amending Ordinance 15-M-32, Section 1. Time and Place of Regular Council Meetings, Section 2-2(a) of the Code of Ordinances to be hereby amended to read "(a) Regular meetings of the City Council shall be held on the first and third Tuesdays of each month, provided that the City Council by motion or resolution or the City Manager in consultation with the Mayor may cancel any such regular meeting due to conflicting events or meetings or lack of need for a meeting so long as at least one regular meeting of City Council is conducted each month." (Final Reading) (S. Williams)**

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**BACKGROUND**

The City Manager and City Secretary are recommending to hold the meetings on the first and third Tuesdays of each month based on the volume of agenda items and other business transacted at Council meetings.

Section 4.09(c) of the City Charter of the City of Schertz, Texas provides that the City Council shall meet at least once each month at a time and place prescribed by Ordinance. Section 2-2 of the Code of Ordinances establishes the time and place for Council meetings. The City Council over the years has amended this section, most recently in 2015, when they approved Ordinance 15-M-32 that established that meetings are set on the first, second, and fourth Tuesdays of each month.

City staff will provide notice of the change of meeting dates on the front page of the City's website and through notice in the Schertz Magazine and other media outlets the City of Schertz utilizes.

**GOAL**

Modify the number of City Council meeting occurrences from three times per month to two times per month.

**COMMUNITY BENEFIT**

The City Manager and City Secretary are recommending to hold the meetings on the first and third Tuesdays of each month based on the volume of agenda items and other business transacted at Council meetings.

**SUMMARY OF RECOMMENDED ACTION**

Consideration and/or action to amend Ordinance 15-M-32, Section 1. Time and Place of Regular Council Meetings, Section 2-2(a) of the Code of Ordinances to be hereby amended to read "(a) Regular meetings of the City Council shall be held on the **first and third Tuesdays of each month**, provided that the City Council by motion or resolution or the City Manager in consultation with the Mayor may cancel any such regular meeting due to conflicting events or meetings or lack of need for a meeting so long as at least one regular meeting of City Council is conducted each month."

**RECOMMENDATION**

Staff recommends Council approving Ordinance No. 23-M-11.

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**Attachments**

Ordinance 23-M-11

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## **ORDINANCE NO. 23-M-11**

**AN ORDINANCE AMENDING THE CITY OF SCHERTZ CODE OF ORDINANCES ESTABLISHING THE DATES OF CITY COUNCIL MEETINGS; PROVIDING AN EFFECTIVE DATE; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE.**

**WHEREAS**, Section 4.09(a) of the City Charter of the City of Schertz, Texas (the “City”) provides in part that the “City Council shall meet at least once each month at a time and place prescribed by ordinance”; and

**WHEREAS**, Section 2-2(a) of the City’s Code of Ordinances sets the days, times, and places of regular meetings of the City Council; and

**WHEREAS**, City Council hereby finds and determines that it is appropriate to change the dates of regular meetings of the City Council.

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

Section 1. Time and Place of Regular Council Meetings, Section 2-2(a) of the Code of Ordinances is hereby amended to read as follows:

“(a) Regular meetings of the City Council shall be held on the first and third Tuesdays of each month, provided that the City Council by motion or resolution or the City Manager in consultation with the Mayor may cancel any such regular meeting due to conflicting events or meetings or lack of need for a meeting so long as at least one regular meeting of City Council is conducted each month. Regular meetings of the City Council shall commence at 6:00 PM. Regular meetings of the City Council shall be held at the City Council Chambers, 1400 Schertz Parkway in the City of Schertz, provided that from time to time a regular meeting of the City Council may be conducted at a different time and/or at another location in the City of Schertz as designed by posted written notice of the City Secretary.”

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

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

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

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

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

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

Section 7. This Ordinance shall be effective June 1, 2023 and upon any publication required by law.

PASSED ON FIRST READING, the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

PASSED, APPROVED and ADOPTED ON SECOND READING, the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** May 9, 2023  
**Department:** Executive Team  
**Subject:** Application for Landmark Property Designation - Consideration and/or action approving a Landmark Property Designation for 1001 Elbel - Clemens High School. (S. Williams/B. James).

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**BACKGROUND**

The Schertz Historical Preservation Committee (SHPC) received an application for Landmark Property designation for 1001 Elbel, the site of Clemens High School. The research on the property was done by the students in the Samuel Clemens High School History Club. At their April 27, 2023, meeting, the SHPC voted in favor of bestowing the Landmark Property designation on 1001 Elbel.

The Landmark Property designation does not trigger any State or City regulations or restrictions.

**GOAL**

To recognize the places that are meaningful to the history of the community.

**COMMUNITY BENEFIT**

Foster a sense of pride and promote awareness of the community's history.

**SUMMARY OF RECOMMENDED ACTION**

The Schertz Historical Preservation Committee recommends the property at 1001 Elbel as a Landmark Property.

**RECOMMENDATION**

Designate 1001 Elbel as a Landmark Property.

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**Attachments**

Clemens HS Background  
Proclamation 1001 Elbel

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# Samuel Clemens High School: A Historic Landmark

One of the hallmarks of American society is the development of the modern community. Since its founding in the 20th century, the city of Schertz has evolved into such an example. Much of this development is due to the city's infrastructure- including public works, roads, postal services, and of course, schools. Samuel Clemens High School has evolved from a five-room building on Main Street- known at the time as Schertz Cibolo School, to the massive complex it is today on Elbel Road.

Since its construction in 1967, Samuel Clemens has had a major impact on this community in diverse ways that go beyond the traditional reading, writing, and arithmetic. Samuel Clemens High School has impacted the Schertz, Cibolo, and Universal City communities by producing graduates that have gone on to be successful in sports, media, culinary, medical services, military service, education, and business. Over the years, Clemens has given back to the community by performing community services and hosting regional events that highlight accomplishments of the city. Most of all, Samuel Clemens High School was a product of the community and through the years, the community is now a product of Samuel Clemens High School.

The Samuel Clemens History Club of 2022/2023 took on the task of researching the history and contributions of Clemens. The club focused on the first ten years of Samuel Clemens High School and its impact on the community during that period of time.

"For it is within a school that we find many areas and decisions in which we each participate. These areas could not function without the school or its members, and the school wouldn't be able to operate without them." (1969 yearbook)

This quote from the 1969 yearbook perfectly summarizes the worth of Samuel Clemens and its students. The school and the community share a symbiotic relationship.

In the 1967/1968 yearbook, the iconic "Buffalo" was selected to be the symbol and mascot of Samuel Clemens High School. Even through naming the school, special attention was given to acknowledge the historical significance of the surrounding area. The 1970 yearbook stated that, "...district enrollment increased from 1,500 to 3,000." This data shows that as the community grew, Clemens grew to meet the demands of population growth.

"Every student who has or ever will graduate from SCHS forms a part of a never-ending picture that represents a school. Not just a building or a name, but a school - - with its ups and downs, its faults and merits, its ideals, goals, traditions, and hopes." (1968 yearbook)

Even as early as the first year of the school, students realized that the legacy of Clemens is that it represents the community and wherever the graduates go, they represent Clemens.

"The paper received the Award of Achievement from the Interscholastic League press conference (ILPC). Staff members Attended the press conference in Austin to learn new Journalistic techniques." (1978 yearbook)

Within just the first decade, Clemens was represented at the state level. According to the 1979 yearbook, AFJROTC represented Clemens by hosting "...the first statewide aerospace symposium". Clemens eventually evolved into a destination for other organizations and events.

Even in Clemens' early years, the school saw the value in supporting the community and community service became a core value. In the 1972 yearbook, one entry stated that the National Honor Society of Clemens gave out a turkey at Thanksgiving and a basket of food at Christmas to needy families in the area. Eventually, other Clemens organizations and clubs began to support the community, such as, "Heath Occupation collected toys for children, and FCA collected gifts for the needy," according to the 1978 yearbook. Clemens NHS valued community service to the degree that it is now a requirement for participation in the program, as the 1979 yearbook stated, "the national honors society sponsored a food and clothing drive for the needy".

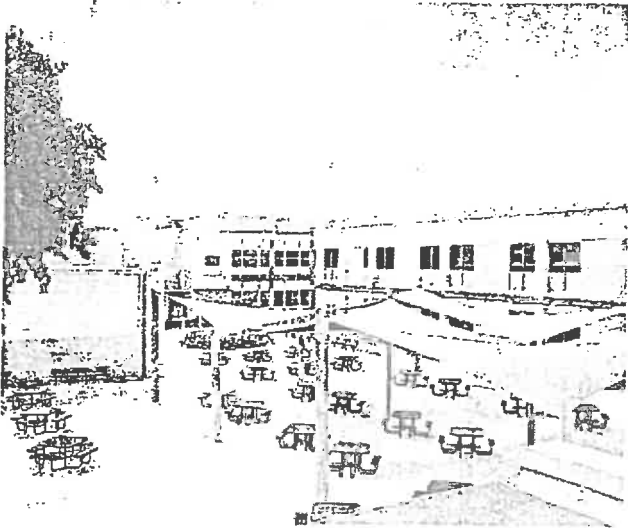
Samuel Clemens High School is a historic landmark for the city of Schertz, Texas. This community would not be the community it is without the contribution of the school, and without the community, Clemens would not have had the impact on the students, residents, businesses, and the legacy that is the Mighty Buffaloes. "Once a Buff, Always a Buff"

Sources:

Samuel Clemens Yearbooks 1968-1979

Google Images





APPENDIX C

Schertz Historical Preservation Committee

Application for  
Landmark Property or Heritage Neighborhood  
Designation

This application is to serve as the means by which citizens may apply for approval to have a structure, residence, neighborhood, or designated area within the city limits and/or Extra Territorial Jurisdiction (ETJ) of Schertz, Texas, designated as either a "Landmark" property or a "Heritage Neighborhood."

"Landmark Property" shall mean any site or structure, designated by the Schertz Historical Preservation Committee (SHPC) and declared as such by a majority vote of the Schertz City Council that is of exceptional cultural, archaeological, or architectural significance.

"Heritage Neighborhood" shall mean a significant concentration, linkage, or continuity of sites or structures united architecturally, archaeologically, or culturally, by plan or physical development in the past.

NAME OF APPLICANT / NOMINATOR: Samuel Clemens History Club

ADDRESS DESIGNATION: Samuel Clemens Highschool  
1001 Eibel Road Schertz TX 78154

CONTACT INFORMATION (PHONE, EMAIL): (210) 945-6501 Ext. 1052  
mthornton@SCUB.txd.net

NOMINATION FOR (Check One):

- Landmark Property  
 Heritage Neighborhood)

COMMITTEE NOMINEE: \_\_\_\_\_

STATEMENT OF JUSTIFICATION:

Samuel Clemens High School is a historic landmark for the city  
of Schertz. This community would not be the community it is without  
the contribution of the school, and without the community Clemens would  
not have been the same.  
(Appendix C - Page 1)

**SECTION B. SCHERTZ HISTORICAL PRESERVATION COMMITTEE ACTION**

- Approved
- Approved with Modification
- Denied

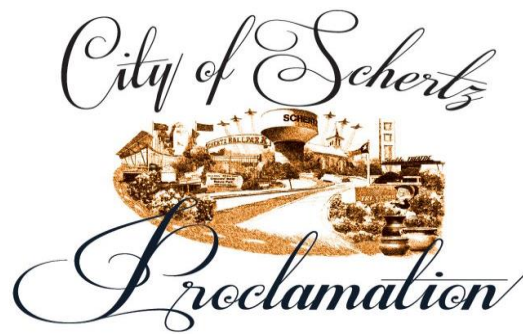
\_\_\_\_\_  
Chairperson's Signature

\_\_\_\_\_  
Date

**SECTION C. CITY COUNCIL ACTION**

- Approved
- Approved with Modification
- Denied

(Appendix C – Page 2)



## Landmark Property Designation

### 1001 Elbel Road

MAY 9, 2023

**WHEREAS**, The City of Schertz and the Schertz Historical Preservation Committee (SHPC) feels it important to recognize places that represent unique features of the City landscape either by their nostalgic, aesthetic, architectural, historic or symbolic character; and

**WHEREAS**, The City of Schertz specifically desires to recognize and promote awareness of those structures that comprise the most valued historic elements of the community's past through increased awareness of their existence; and

**WHEREAS**, The City of Schertz desires to recognize places that represent unique features of the City landscape, neighborhood development, aesthetic architectural, or symbolic character, through the creation of either heritage neighborhoods or landmark property designations; and

**WHEREAS**, The heritage neighborhood and/or landmark property designations shall be of such a nature as to be free of the designation status as per Chapter 442, Section 315.006, of the Texas Government Code; and

**WHEREAS**, Since its construction in 1967, Samuel Clemens has had a major impact on this community in diverse ways that go beyond the traditional reading, writing, and arithmetic.

**WHEREAS**, Samuel Clemens High School has impacted the Schertz, Cibolo, and Universal City communities by producing graduates that have gone on to be successful in sports, media, culinary, medical services, military service, education, and business; and

**WHEREAS**, many graduates of Samuel Clemens High School continue to serve the community working for the City of Schertz and introduce themselves as graduates of Samuel Clemens High School and proudly stating that the Buffalo is the mascot; and

**WHEREAS**, The Samuel Clemens History Club of 2022/2023 took on the task of researching the history and contributions of Clemens; and

**WHEREAS**, This community would not be the community it is without the contribution of the school, and without the community, Clemens would not have had the impact on the students, residents, businesses, and the legacy that is the Mighty Buffaloes; and

**WHEREAS**, "Once a Buff, Always a Buff"

**NOW, THEREFORE, I, Ralph Gutierrez, Mayor of the City of Schertz, Texas**  
do hereby proclaim,

**1001 Elbel Road, Schertz Texas the site of Samuel Clemens High School  
as a Landmark Property.**

I encourage all residents of the City of Schertz to recognize and honor the importance of this  
place in our great city. Go Buffs!

**IN TESTIMONY WHEREOF**, I have signed  
my name officially and caused the Seal of the  
City of Schertz to be affixed on this the 9th of  
May 2023.

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Ralph Gutierrez, Mayor

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** May 9, 2023  
**Department:** City Secretary  
**Subject:** Discussion and consideration and/or action on a Charter Review.

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**BACKGROUND**

The Charter states that the City Council shall periodically review the City Charter, but it doesn't define what "periodically" means. The City has not had a Charter Review in nine (9) years since 2014. In 2014, the City Council appointed a Charter Review Commission. The Charter states a Charter Review Commission is made up of five (5) to eleven (11) citizens. The Charter Review Commission sits for six months, 180 days, and if the Council wishes to take the recommendations of that citizen panel they could be put before the voters on November 7th, 2023 Election.

If there are specific matters that have been identified to address, the Council could craft the Charter amendments themselves and call the election which is allowed by the Charter as an option.

**GOAL**

To review the City Charter periodically.

**COMMUNITY BENEFIT**

Reviewing the City Charter periodically allows the City Council to address needed changes or updates.

**SUMMARY OF RECOMMENDED ACTION**

Staff recommends that City Council review the City Charter.

**RECOMMENDATION**

Staff recommends that City Council review the City Charter.

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**Attachments**

Charter Review

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## **ARTICLE XII**

### **GENERAL PROVISIONS**

#### **Section 12.01 Personal Financial Interest.**

For purposes of this Section term "City Official" means any individual subject to the requirements of Texas Local Government Code, Chapter 171.

It is hereby prohibited for City Council members or a City Official to violate the rules and regulations regarding conflicts of interests as set out in the Texas Local Government Code, Chapter 171.

#### **Section 12.02 Charter Amendment.**

Amendments to this Charter may be framed and submitted to the voters of the City by a charter commission in the manner provided by law, by ordinance passed by a majority vote of the full membership of the City Council, or by a petition signed by not less than five percent of the qualified voters of the City. When a charter amendment petition shall have been filed in conformity with Section 10.03 of this Charter, the City Council shall, subject to applicable law, forthwith provide by ordinance for submitting such proposed amendment to a vote of the voters of the City. Any ordinance for submitting a charter amendment to the voters shall provide for submission of such amendments to the voters in accordance with applicable law. Not less than thirty days prior to such election the City Secretary shall make available at the City Offices a copy of the proposed amendment or amendments. If a proposed amendment shall be approved by a majority of the voters voting thereon, it shall become a part of the Charter at the time fixed therein. Each amendment shall be confined to one subject; and, when more than one amendment shall be submitted at the same time, they shall be submitted so as to enable the voters to vote on each separately.

#### **Section 12.03 Charter Review Commission.**

The City Council shall periodically appoint a Charter Review Commission which shall consist of no less than 5 and no more than 11 citizens of the City. It shall be the duty of the Commission to:

(a) Inquire into the operation of the City government under the Charter provisions and determine whether any such provisions require revision and to this end, public hearings may be held and the Commission shall have the power to compel the attendance of any officer or employee of the City to require the submission of any of the City records which it may consider necessary to the conduct of such hearing.

(b) Make any recommendations it considers desirable to insure compliance with the provisions of this Charter by the several departments of the City.

(c) Propose amendments to this Charter to improve its effective application to current conditions.

(d) Report its findings and present its proposed amendments, if any, to the City Council. The City Council shall receive any report submitted by the Charter Review Commission, may comment on any proposed amendment recommendations made, and, if any amendment or amendments are presented as a part of such report, shall order such to be submitted to the voters of the City in the manner provided in Section 12.04.

(e) The term of office of the Charter Review Commission shall be 180 days after the date of the first meeting, said first meeting to occur within forty-five (45) days of the date of appointment. If during this term no report is presented to the City Council, then all records of the proceedings of the Commission shall be filed with the City Manager and the Charter Review Commission shall be dismissed.

**Section 12.04 Separability.**

If any provision of this Charter is held invalid, the other provisions of the Charter shall not be affected thereby. If the application of this Charter or any of its provisions to any person or circumstances is held invalid, the application of the Charter and its provisions to other persons or circumstances shall not be affected thereby.

**Section 12.05 State Law.**

References in this Charter to "State law" shall refer to applicable provisions of State law in effect from time to time.

**Section 12.06 Headings.**

Headings and titles of Sections and subsections of this Charter are for convenience only and shall not affect the meaning of any provisions within such Sections.

**Section 12.07 Penalty Clause.**

A. Criminal Penalty. Any person who by himself or with others violates any provision of this charter shall, in addition to any other penalty, be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not more \$500.00. City Council shall enact an ordinance enforcing this section.

B. Civil Penalty. Upon the affirmative vote of two-thirds of the City Council any person who by himself or with others violates any provision of this charter shall be, in addition to any other penalty provided for herein, subject to a civil fine of not more than \$500.00.

**Section 12.08 Disaster Clause.**

In the case of a common disaster when a legal quorum of the City Council cannot otherwise be assembled due to multiple deaths or injuries, the surviving persons of the City Council, or highest surviving City official, if no elected official remains, shall, within 24 hours of such disaster, request the highest surviving officers of the Guadalupe County Commissioners Court to appoint a number of residents of Schertz, qualified to serve as City Council Members, equal to the number necessary to make a quorum to act during the emergency as the City

Council. The newly appointed City Council shall call a City election within 15 days of their appointment, or as provided in the Texas Election Code, for election of the vacant offices, if for good reasons it is known a quorum of the present City Council will never again meet. If it is determined that a quorum of the City Council will meet again, the appointed Council Members shall serve in their position until such time as the Council Members may begin serving.

[End of Article XII]

CITY COUNCIL MEMORANDUM

**City Council Meeting:** May 9, 2023

**Department:** Planning & Community Development

**Subject:** Ordinance 23-S-09 - Conduct a public hearing and consideration and/or action on a request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Apartment/Multi-Family Residential District (R-4), located approximately 1,800 feet east of the intersection of FM 1518 and Ray Corbett Drive, also known as Bexar County Property Identification Number 309863, City of Schertz, Bexar County, Texas. (*First Reading*) (B. James, L. Wood, S. Haas)

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**BACKGROUND**

The applicant is proposing to rezone approximately 15 acres of land from Pre-Development District (PRE) to Apartment/Multi-Family Residential District (R-4). The property is located on the north side of Ray Corbett Drive, approximately 1,700 feet east of FM 1518. The property is north of the Rhine Valley subdivision and Corbett Junior High. To the west, across Hillbrook Road are single family residential homes. To the east are the Cibolo Creek Kennels and then the Shady Oaks Ranch events center.

**Public Hearing:**

Forty (40) public hearing notices were mailed to the surrounding property owners on March 30, 2023, with a public hearing notice published in the "San Antonio Express" on April 19, 2023. At the time of this report (April 26, 2023) staff has received nineteen (19) opposed, one (1) in favor, and zero (0) neutral to the proposed rezoning request. In addition to the mailed notice, Public Hearing Notice signs were placed on the property on March 30, 2023. A significant number of property owners spoke in opposition to this item at the Planning and Zoning Commission meeting.

If a proposed zoning change is protested in writing and signed by the owners of at least twenty percent (20%) of the area of the lots or land immediately adjoining the area covered by the proposed zoning change or zoning map amendment and extending 200 feet from that area, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths ( $\frac{3}{4}$ ) of all members of the City Council according to LGC, Local Government Code § 211.006(d). At the time of this staff report (May 5, 2023) the total percentage of the protested parcel acreage is 21.98%, therefore, the  $\frac{3}{4}$  vote has been triggered for the City Council.

**GOAL**

The project goal is to rezone approximately 15 acres of land, located approximately 1,800 feet east of the intersection of FM 1518 and Ray Corbett Drive, also known as Bexar County Property Identification Number 309863 from Pre-Development District (PRE) to Apartment/Multi-Family Residential District (R-4). Per the letter of intent submitted with the application, the proposed development will be an Apartment/Multi-Family development with no more than 336 units.

Apartment/Multi-Family Residential District (R-4) has a maximum allowable density of 24 dwelling units per acre; this site would be allowed a maximum of 343 units.

## **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 Comprehensive Land Use Plan (CLUP), through the Future Land Use Plan, designates this subject property as Mixed Use Neighborhood. This designation is intended to utilize a traditional neighborhood design that includes a variety of uses including a mixture of residential uses. The proposed zone change to Apartment/Multi-Family Residential District (R-4) is in conformance with the Comprehensive Land Use designation of Mixed Use Neighborhood. The Apartment/Multi-Family Residential District (R-4) zoning designation would allow for the mixture of residential options.

The subject property is currently zoned Pre-Development District (PRE). This district is intended as a holding district which does not allow for any uses on the property other than what currently exist. This property is currently vacant/undeveloped land. During the public hearing at the Planning and Zoning Commission, it was brought up that the "Property Use Description" listed on the Bexar County Appraisal District website is "Contaminated Land". Staff called the Texas Commission on Environmental Quality (TCEQ) to ask if they had any records on this property, they indicated they did not.

Multi-family residential, as would be allowed in the R-4 zoning district ideally located near major intersections and where it can serve as a buffer between more intensive commercial uses and single family residential uses. So in this area, the request would be more favorably viewed if it were located to the western portion of the 26 acre tract at the northeast corner of Ray Corbett Drive and FM 1518. However, this is not the only factor staff considers. Normally single family developments are larger than 15 acres, but that does not mean this property could not be developed as a small single family neighborhood or consolidated with another adjacent property. The uses to the west, dog breeding/training and events center, with the potential noise and activity from those uses are not the ideal adjacent uses for a single family residential neighborhood. Lastly, the City Council has shown deference to property owners wishing to develop their property, so if not incompatible, those requests have been viewed favorably.

## **RECOMMENDATION**

### **Staff Recommendation:**

Staff recommends approval of the proposed zone change of approximately 15 acres from Pre-Development (PRE) to Multi-Family (R-4) as proposed, based on the compatibility with the Comprehensive Land Use Plan.

### **Planning and Zoning Commission Recommendation:**

The Schertz Planning and Zoning Commission met on April 12, 2023, and voted to recommend that the City Council deny the proposed zone change as presented with a 5-0 vote. Members of the commission felt that the proposed development was too close to single-family districts. There was concern that the potential added traffic was not appropriate for the area, and that apartment/multi-family districts should be closer to major thoroughfares (FM 1518 in this case) to act as a buffer between commercial uses on said thoroughfares and single-family districts.

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## **Attachments**

Exhibit A - Metes and Bounds

Exhibit B - Zoning Exhibit

Aerial Exhibit

Public Hearing Notice Map

Public Hearing Responses as of 4.26.23

Hillbrook Zoning presentation

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**ORDINANCE NO. 23-S-09**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 15 ACRES OF LAND FROM PRE-DEVELOPMENT DISTRICT (PRE) TO APARTMENT/MULTI-FAMILY DISTRICT (R-4), LOCATED APPROXIMATELY 1,800 FEET EAST OF THE INTERSECTION OF FM 1518 AND RAY CORBETT DRIVE, ALSO KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBER 309863, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.**

**WHEREAS**, an application to rezone approximately 15 acres of land from Pre-Development District (PRE) to Apartment/Multi-Family Residential District (R-4), located approximately 1,800 feet east of the intersection of FM 1518 and Ray Corbett Drive, and more specifically described in the Exhibit A and Exhibit B attached herein (herein, the “Property”) has been filed with the City; and

**WHEREAS**, the City’s Unified Development Code Section 21.5.4.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 April 12, 2023, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to deny the requested rezoning to Apartment/Multi-Family District (R-4); and

**WHEREAS**, on May 9, 2023, 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.

**NOW THEREFORE, BE IT RESOLVED 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 Apartment/Multi-Family District (R-4)

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.

PASSED ON FIRST READING, the \_\_\_<sup>th</sup> day of May 2023.

PASSED, APPROVED and ADOPTED ON SECOND READING, the \_\_\_<sup>rd</sup> day of May, 2023.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

(city seal)

A certain tract of land containing SEVEN AND NINE THOUSANDTHS (7.009) ACRES out of the middle part of William Swinney 65.46 acres tract formerly out of a 90.95 acres tract owned by E. M. Rumpf, out of M. S. Bennett Survey 75, Abstract 61, County Block 5057. The said 7.009 acres tract is situated South of Schaeffer Road, about 15 miles in a Easterly direction from the Court House, Bexar County, Texas, being more particularly described as follows:

BEGINNING at a steel rod on the East line of a 50.00 feet strip of land used for a road and located North 60 deg. 02' East, 450.00 feet and South 29 deg. 59' East, 935.14 feet from the Northwest corner of said 65.46 acres tract for the Northwest corner of this tract being the Southwest corner of a 8.617 acres tract;

THENCE with the South line of said 8.617 acres tract, North 60 deg. 35' East, 520.71 feet to an iron pipe, the Northeast corner of this tract, being the Northwest corner of a 9.64 acres tract;

THENCE with the West line of said 9.64 acres tract, South 29 deg. 42' East, 588.00 feet to a steel rod, the Southeast corner of this tract being the Northeast corner of a 7.221 acres tract;

THENCE with the North line of said 7.221 acres tract, South 60 deg. 35' West, 517.81 feet to a steel rod on the East line of said 50.00 feet strip of land used for a road, the Southwest corner of this tract, being the Northwest corner of said 7.221 acres tract;

THENCE with the East line of said 50.00 feet strip of land used for a road, North 29 deg. 59' West, 588.02 feet to the place of BEGINNING.

**Exhibit "A"**

A certain tract of land containing SEVEN AND TWO HUNDRED TWENTY ONE THOUSANDTHS (7.221) ACRES out of the South part of William Swinney 65.46 acres tract formerly out of a 90.95 acres tract owned by E. M. Rumpf, out of M. S. Bennett Survey 75, Abstract 61, County Block 5057. The said 7.221 acres tract is situated South of Schaeffer Road, about 15 miles in a Easterly direction from the Court House, Bexar County, Texas, being more particularly described as follows:

BEGINNING at a steel rod on the East line of a 50.00 feet strip of land used for a road, the Northwest corner of this tract and located North 60 deg. 02' East, 450.00 feet and South 29 deg. 59' East, 1523.16 feet from the Northwest corner of said 65.46 acres tract being the Southwest corner of a 7.009 acres tract;

THENCE with the South line of said 7.009 acres tract, North 60 deg. 35' East, 517.81 feet to a steel rod on the West line of a 9.64 acres tract, the most Northern Northeast corner of this tract, being the Southeast corner of said 7.009 acres tract;

THENCE with the West line of said 9.64 acres tract, South 29 deg. 42' East, 558.00 feet to a steel rod for an interior corner of this tract, being the Southwest corner of said 9.64 acres tract;

THENCE with the South line of said 9.64 acres tract, North 60 deg. 35' East, 370.50 feet to a steel rod, the most Eastern Northeast corner of this tract, being the Southeast corner of said 9.64 acres tract;

THENCE South 29 deg. 42' East, 30.00 feet to a steel rod on fence line on the South line of said 65.46 acres tract, the Southeast corner of this tract;

THENCE with fence along the South line of said 65.46 acres tract, South 60 deg. 35' West, 370.50 feet to a steel rod at angle and South 60 deg. 38' 43" West, 514.91 feet to an iron pipe, the Southwest corner of this tract, being the Southeast corner of said 50.00 feet strip of land used for a road;

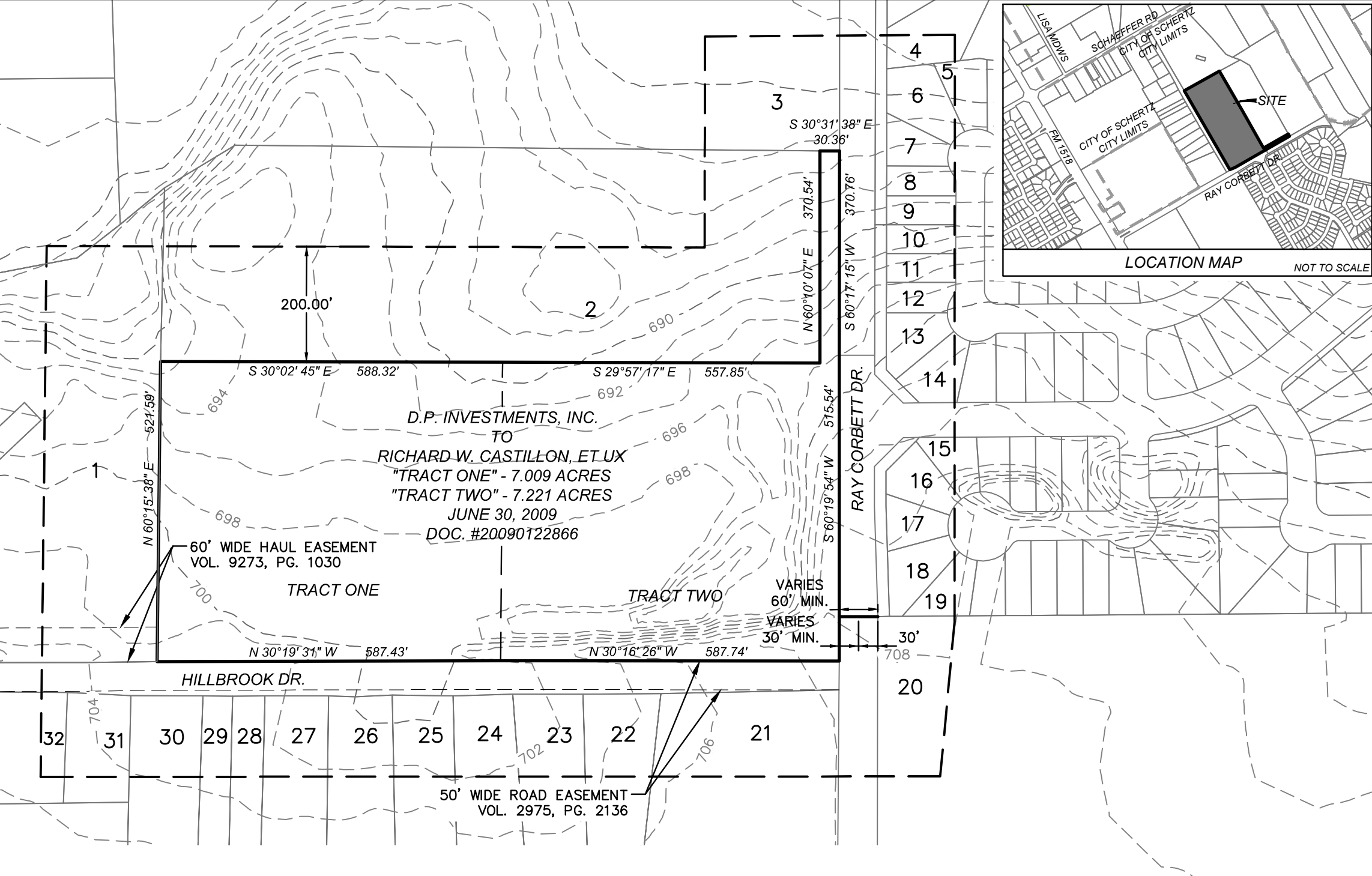
THENCE with the East line of said 50.00 feet strip of land used for a road, North 29 deg. 59' West, 587.45 feet to the place of BEGINNING.

*Behind  
each plot* ✓

**Exhibit "B"**

Date: Mar 09, 2023, 10:15 AM User: D:\mwf\mwf\Drawings\Zoning\230309 - Schertz\230309 - ZONING Exhibit.dwg

PROPERTIES IN 200' NOTIFICATION AREA				
PROPERTY ID NO.	OWNER NAME & ADDRESS	LAND USE	CITY JURISDICTION & ZONING	SUBDIVISION AND/OR RECORDING INFO.
1	RAMMING LAND LLC 9020 N CAPITAL OF TEXAS HWY BLDG II STE 250 AUSTIN, TX 78759-7235	COMMERCIAL	SCHERTZ PRE	UNPLATTED CB 5057 P-22 (1.0), P-23 (1.628), P-24 (1.917) & P-25 (8.636) ABS 61
2	BONNIE SUE PORTER 12020 SCHAEFER RD UNIT 2 SCHERTZ, TX 78108-4003	RESIDENTIAL	SCHERTZ PRE	UNPLATTED VOL. 2628, PG. 508 O.P.R.
3	JAMES HERRERA 12020 SCHAEFER RD SCHERTZ, TX 78108-4001	RESIDENTIAL	SCHERTZ PRE	UNPLATTED VOL. 9604, PG. 176 O.P.R.
4	SHAKARI GREENE & JOSEPH THEODORE 12473 BELFORT POINT SCHERTZ, TX 78154	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-3A BLOCK 2, LOT 28 DOC. NO. 20160192074 VOL. 9706, PG. 81-84 O.P.R.
5	RICARDO OROZCO 10350 LUNEVILLE LN SCHERTZ, TX 78154	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-3A BLOCK 2, LOT 15 DOC. NO. 20160192074 VOL. 9706, PG. 81-84 O.P.R.
6	YOLANDA N SEALS 12245 FORBACH DR SCHERTZ, TX 78154	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-3A BLOCK 2, LOT 14 DOC. NO. 20160192074 VOL. 9706, PG. 81-84 O.P.R.
7	RICHARD & SAMANTHA NUNCIO 12239 FORBACH DR SCHERTZ, TX 78154	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-3A BLOCK 2, LOT 13 DOC. NO. 20160192074 VOL. 9706, PG. 81-84 O.P.R.
8	YESSICA CARMINA MARKS & CARL ROBERTS 12233 FORBACH DR SCHERTZ, TX 78154	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-3A BLOCK 2, LOT 12 DOC. NO. 20160192074 VOL. 9706, PG. 81-84 O.P.R.
9	TASSY & SOREPA GALLAHAR 12227 FORBACH DR SCHERTZ, TX 78154	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-3A BLOCK 2, LOT 11 DOC. NO. 20160192074 VOL. 9706, PG. 81-84 O.P.R.
10	JOSE & JACKELINE JEREZ MARINO 12221 FORBACH DR SCHERTZ, TX 78154-4053	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-3A BLOCK 2, LOT 10 DOC. NO. 20160192074 VOL. 9706, PG. 81-84 O.P.R.
11	LISA CRAWFORD 12215 FORBACH DR SCHERTZ, TX 78154	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-3A BLOCK 2, LOT 9 DOC. NO. 20160192074 VOL. 9706, PG. 81-84 O.P.R.
12	ERIC IVEY & BRANDIE BRIGGS- IVEY 12209 FORBACH DR SCHERTZ, TX 78154-4053	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-3A BLOCK 2, LOT 8 DOC. NO. 20160192074 VOL. 9706, PG. 81-84 O.P.R.
13	GILBERT TREJO & ADREA MINDY 12203 FORBACH DR SCHERTZ, TX 78154-4053	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-1 BLOCK 2, LOT 7 DOC. NO. 20140211972 VOL. 9677, PG. 166-173 O.P.R.
14	ANJEANETTE RENEE PACHECO & ANGEL MICHAEL 10397 OBERNAI PATH SCHERTZ, TX 78154-4052	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-1 BLOCK 2, LOT 6 DOC. NO. 20140211972 VOL. 9677, PG. 166-173 O.P.R.
15	KEVIN A MITCHELL & SUSANA ALEJAN DRE-MITCHELL 10242 METZ VLY SCHERTZ, TX 78154-4050	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-1 BLOCK 1, LOT 6 DOC. NO. 20140211972 VOL. 9677, PG. 166-173 O.P.R.
16	DALLAS C MINK & J LESLEY 10248 METZ VLY SCHERTZ, TX 78154-4050	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-1 BLOCK 1, LOT 7 DOC. NO. 20140211972 VOL. 9677, PG. 166-173 O.P.R.
17	RM1 SFR PROPCO B LP 1850 PARKWAY PL STE 900 MARIETTA, GA 30067	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-1 BLOCK 1, LOT 8 DOC. NO. 20140211972 VOL. 9677, PG. 166-173 O.P.R.
18	DANA PRATT BYNUM 10249 METZ VLY SCHERTZ, TX 78154-4050	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-1 BLOCK 1, LOT 9 DOC. NO. 20140211972 VOL. 9677, PG. 166-173 O.P.R.
19	CHAD & MARGARITA A VAUGHAN 10243 METZ VLY SCHERTZ, TX 78154-4050	RESIDENTIAL	SCHERTZ PDD	RHINE VALLEY UT-1 BLOCK 1, LOT 10 DOC. NO. 20140211972 VOL. 9677, PG. 166-173 O.P.R.
20	SCHERTZ CIBOLO UNIVERSAL CITY ISD 1060 ELBEL RD SCHERTZ, TX 78154-2099	COMMERCIAL	SCHERTZ PUB	RAY D CORBETT JUNIOR HIGH SUBDIVISION BLOCK 1, LOT 1 VOL. 9600, PG. 159-161 O.P.R.
21	AMY CORINE WIDEMAN 10311 HILLBROOK RD SCHERTZ, TX 78108-3200	RESIDENTIAL	SCHERTZ PRE	UNPLATTED VOL. 14061, PG. 1397 O.P.R.
22	RUTLIO LOZANO & MARIA ELENA GONZALEZ 10323 HILLBROOK RD SCHERTZ, TX 78108-3200	RESIDENTIAL	SCHERTZ PRE	UNPLATTED CB 5057 PT OF P-3H ARB P-19 ABS 61 LABEL#TX0311063
23	THOMAS DALE JR SILAKOWSKI 10419 HILLBROOK RD SCHERTZ, TX 78108-3201	RESIDENTIAL	SCHERTZ PRE	UNPLATTED CB 5057 PT OF P-3H ARB P-18 ABS 61
24	THOMAS DALE JR SILAKOWSKI 10419 HILLBROOK RD SCHERTZ, TX 78108-3201	RESIDENTIAL	SCHERTZ PRE	UNPLATTED CB 5057 PT OF P-3H ARB P-20 ABS 61
25	TAMMY L & THOMAS SILAKOWSKI 10419 HILLBROOK RD SCHERTZ, TX 78108-3201	RESIDENTIAL	SCHERTZ PRE	UNPLATTED CB 5057 PT OF P-3H ARB P-21 ABS 61
26	JOEL D NEWLON 10427 HILLBROOK RD SCHERTZ, TX 78108-3201	RESIDENTIAL	SCHERTZ PRE	UNPLATTED CB 5057 ABS 61 PT OF P-3H ARB P-11.065 ACRES
27	INNOVATIONS WITH BIO- FEEDBACK LLC 1885 FM 2673 F-13 CANYON LAKE, TX 78133-4765	RESIDENTIAL	SCHERTZ PRE	UNPLATTED B 5057 P-31 ABS 61 LABEL #NTA1167562/NTA1167562 2018 RSVY FROM 1.039AC TO 1.041AC
28	YOLANDA & JUAN CASTANEDA 10519 HILLBROOK RD SCHERTZ, TX 78108-3210	RESIDENTIAL	SCHERTZ PRE	UNPLATTED CB 5057 P-30A (OUT OF P-30) ABS 61 LABEL#TX0582798 NEW ACCT - SPLIT FOR 2007 (GWD 12540/957)
29	NARCEDALIA & JUAN NAVARRO 3804 OGELTHORPE SCHERTZ, TX 78154-2906	RESIDENTIAL	SCHERTZ PRE	UNPLATTED CB 5057 P-30 ABS 61 REFER TO: 81400-000-3000 & 80014-000- 0300 REMAINS ACCT - SPLIT FOR 2007 (GWD 12640/957)
30	SAN JOSE, CA 95158-8161 HERMANN QUINTON DEAN & PHANLISA ANN 10605 HILLBROOK RD SCHERTZ, TX 78108-3211	RESIDENTIAL	SCHERTZ PRE	UNPLATTED CB: 5057A BLK 1 LOT 5 BLUEBONNET SILVAS SUBD
31	SILVAS GUADALUPE L/E SOUZ MARIA M ETAL 10615 HILLBROOK RD SCHERTZ, TX 78108-3211	RESIDENTIAL	SCHERTZ PRE	UNPLATTED CB: 5057A BLK 1 LOT 4 BLUEBONNET SILVAS SUBD
32				

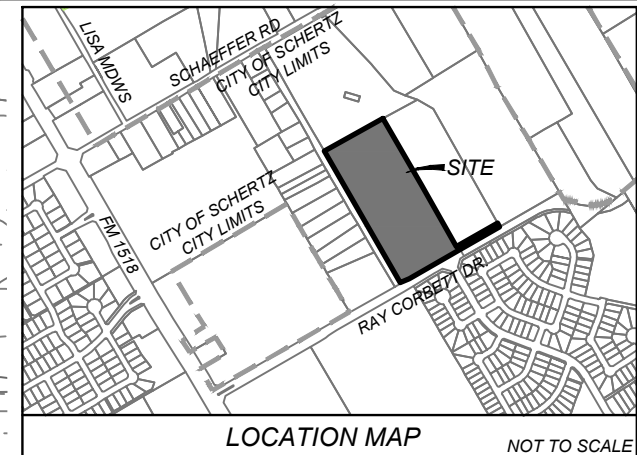
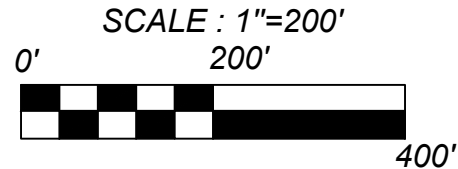


**ZONING EXHIBIT OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN BEXAR COUNTY, TEXAS, BEING A PART OF THE MILES S. BENNETT SURVEY, ABSTRACT NO. 61, BEING ALL OF A CALLED 7.009 ACRE TRACT (TRACT ONE) AND ALL OF A CALLED 7.221 ACRE TRACT (TRACT TWO) CONVEYED FROM D.P. INVESTMENTS, INC. TO RICHARD W. CASTILLON, ET UX BY DEED DATED JUNE 30, 2009 RECORDED IN DOCUMENT NO, 20090122866 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.**

**PROPERTY: "TRACT ONE", "TRACT TWO", D.P. INVESTMENTS, INV TO RICHARD W. CASTILLON, ET UX  
ORIGINAL SURVEY: MILES S. BENNETT SURVEY, ABSTRACT 61, BEXAR COUNTY, TEXAS  
FEMA FLOODPLAIN: NO FLOODPLAIN EXISTS ON THE PROPERTY  
NEW STREETS: NO NEW STREETS ARE PLANNED  
TOTAL GROSS ACREAGE: 14.250 ACRES  
EXISTING ZONING W/ACREAGE: PREDEVELOPMENT (PRE)/14.250 ACRES  
REZONING DESIGNATION W/ACREAGE: R-4/14.250 ACRES**

**SURVEYOR:**  
**TRIAD SURVEYING, INC.**  
**BRADLEY L. LIPSCOMB, RPLS**  
**528 COUNTY ROAD 325**  
**P.O. BOX 1489**  
**ROCKDALE, TEXAS 76567**

**OWNER/APPLICANT:**  
**MARSTAN EQUITIES, LLC**  
**ATTN: STANLEY HILLELSOHN**  
**8350 N. CENTRAL EXPY., SUITE 1225**  
**DALLAS, TEXAS 75206**



KFW

ENGINEERS & SURVEYING  
Phone: (214) 978-6644 • Fax: (214) 978-6641  
TDD: (214) 978-6641 • TDD: (214) 978-6641

ISSUE DATE: \_\_\_\_\_  
REVISIONS: \_\_\_\_\_

ZONING EXHIBIT

MILES S. BENNETT SURVEY, ABSTRACT NO. 61, BEXAR COUNTY, TEXAS

JOB NO.: \_\_\_\_\_  
DATE: \_\_\_\_\_  
DRAWN: \_\_\_\_\_ CHECKED: \_\_\_\_\_  
SHEET NUMBER: \_\_\_\_\_

EX-3



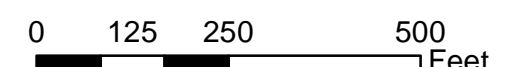
Bexar County



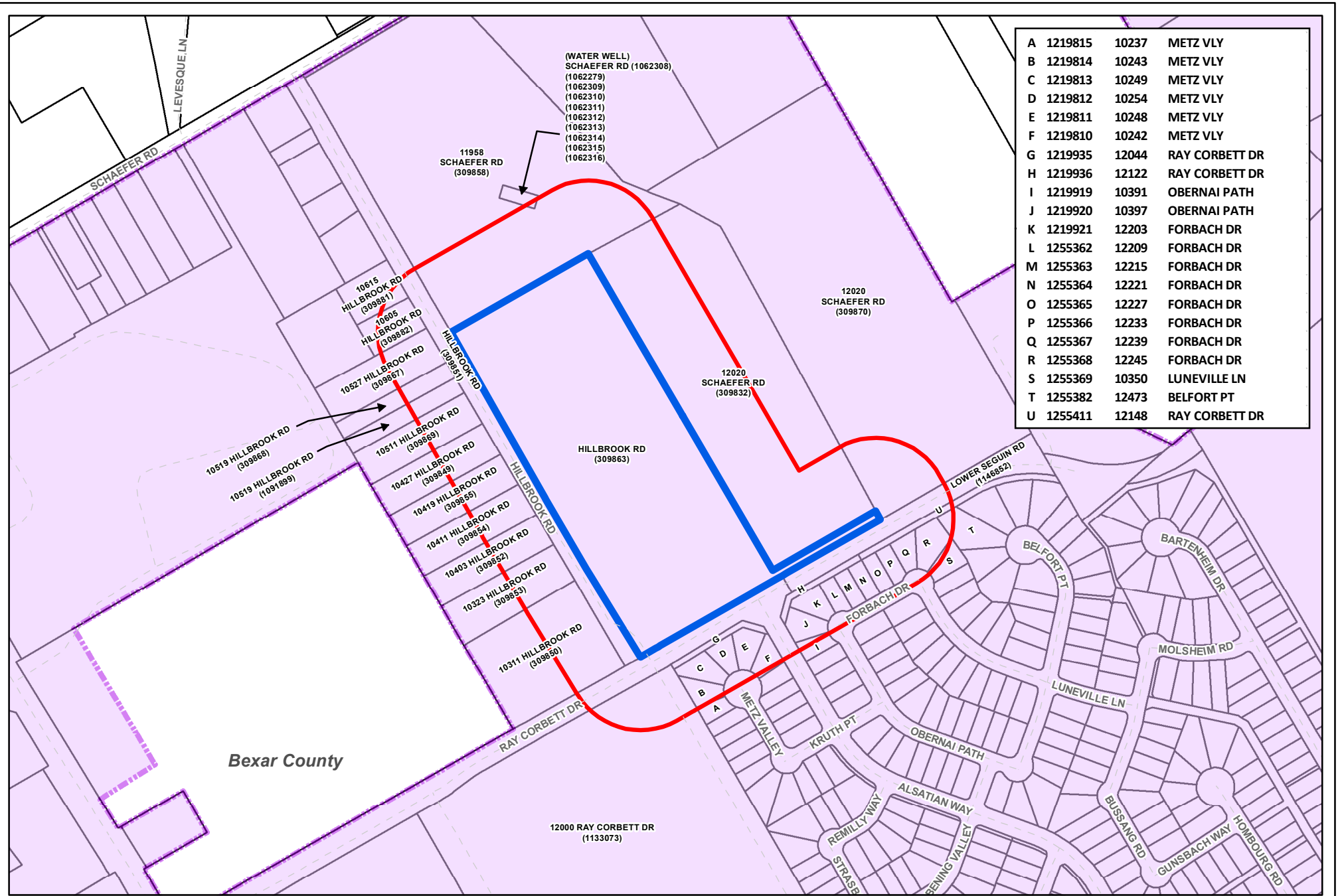
**HILLBROOK RD REZONE  
(PLZC20220161)**

- |                    |                            |                                  |                                |            |     |                      |                         |                                                  |
|--------------------|----------------------------|----------------------------------|--------------------------------|------------|-----|----------------------|-------------------------|--------------------------------------------------|
| <all other values> | <all other values>         | Planned Secondary Arterial       | Commercial Collector B         | 10'        | 30' | Schertz Gravity      | Schertz Treatment Plant | (DVL) Development Agreement (Delayed Annexation) |
| Highways           | Freeway                    | Secondary Rural Arterial         | Planned Commercial Collector B | 2', 2 1/2' | 12' | Schertz Pressure     | CCMA Treatment Plant    | Schertz Municipal Boundary                       |
| Major Roads        | Planned Principal Arterial | Planned Secondary Rural Arterial | Commercial Collector A         | 3'         | 16' | Neighboring Gravity  | Schertz Lift Station    | Schertz ETJ Boundary                             |
| Minor Roads        | Residential Collector      | Residential Collector            | Planned Commercial Collector A | 4'         | 18' | Neighboring Pressure | CCMA Lift Station       | County Boundaries                                |
| Other Cities       | Secondary Arterial         | Planned Residential Collector    | Planned Residential Collector  | 6'         | 20' | Private Gravity      | Split Manhole           | 200' Buffer                                      |
|                    |                            |                                  |                                | 8'         | 24' | Private Pressure     | Private Lift Station    |                                                  |

1 Inch = 250 Feet



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



A	1219815	10237	METZ VLY
B	1219814	10243	METZ VLY
C	1219813	10249	METZ VLY
D	1219812	10254	METZ VLY
E	1219811	10248	METZ VLY
F	1219810	10242	METZ VLY
G	1219935	12044	RAY CORBETT DR
H	1219936	12122	RAY CORBETT DR
I	1219919	10391	OBERNAI PATH
J	1219920	10397	OBERNAI PATH
K	1219921	12203	FORBACH DR
L	1255362	12209	FORBACH DR
M	1255363	12215	FORBACH DR
N	1255364	12221	FORBACH DR
O	1255365	12227	FORBACH DR
P	1255366	12233	FORBACH DR
Q	1255367	12239	FORBACH DR
R	1255368	12245	FORBACH DR
S	1255369	10350	LUNEVILLE LN
T	1255382	12473	BELFORT PT
U	1255411	12148	RAY CORBETT DR



Last Update: February 8, 2023

The City of Schertz, GIS Specialist: Bill Gardner, gis@schertz.com (210) 619-1185  
 The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall the City of Schertz be liable for any special, indirect or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be made and information may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.

# City of Schertz

## Hillbrook Rd Rezone (PLZC20220161)

 Project Area  
  City Limit Boundary  
 200' Buffer



NOTICE OF PUBLIC HEARING

March 29, 2023

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, April 12th, 2023**, at **6:00 p.m.** located at the Hal Baldwin Municipal Complex Courtroom, 1400 Schertz Parkway, Building #1, Schertz, Texas to consider and make recommendation on the following item:

**PLZC20220161** – A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Apartment/Multi-Family Residential District (R-4), the property, listed as Parcel ID 309863, generally located approximately 1,800 feet to the east of the FM 1518 and Ray Corbett Drive intersection, 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 Samuel Haas, Senior Planner, 1400 Schertz Parkway, Bldg.1 Schertz, Texas 78154 or by email at [planning@schertz.com](mailto:planning@schertz.com). If you have any questions, please feel free to call Samuel Haas, Senior Planner directly at (210) 619-1783.

Sincerely,



Samuel Haas  
Senior Planner

Reply Form

I am: in favor of  opposed to  neutral to  the request for **PLZC20220161**

COMMENTS: opposed to request for PLZC20220161

NAME: CHAD S. VAUGHAN SIGNATURE Chad S. Vaughan  
(PLEASE PRINT)

STREET ADDRESS: 10243 Metz Valley

DATE: 4/4/2023

## Samuel Haas

---

**From:** first last <montebobbie@gmail.com>  
**Sent:** Friday, March 31, 2023 11:51 PM  
**To:** planning@schertz.com  
**Subject:** PLZC20220161

hello,

i am emailing you regarding the proposed rezone at ray corbett and 1518.

we are homeowners in rhine valley, and we absolutely love our neighborhood. we chose this area because of how secluded, yet close to town it is. the infrastructure is already decades behind, it is unimaginable that it would be able to support more cars on the road from an apartment complex. it would be a great tragedy for our young family and the many others in our neighborhood. crime and property values are also a huge concern for us. our development is a tight knit community, and having apartments so close is very alarming. we are not in favor of this proposal.

--

Bobbie Monte

NOTICE OF PUBLIC HEARING

March 29, 2023

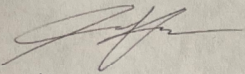
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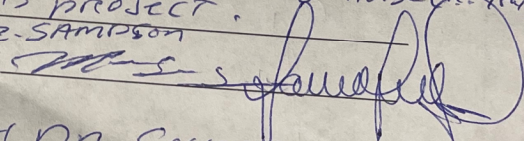


Samuel Haas  
Senior Planner

Reply Form

I am: in favor of  opposed to  neutral to  the request for **PLZC20220161**

COMMENTS: THE CITY OF SCHERTZ DOES A POOR JOB CONTROLLING NOISE (ie. train) same is going to happen with this project.

NAME: MARINOR JACQUELINE JEREZ-SAMPSON  
(PLEASE PRINT) SIGNATURE 

STREET ADDRESS: 12221 FORBACH DR. SCHERTZ, TX 78154

DATE: 12 APRIL, 2023

Reply Form

I am: in favor of  opposed to  neutral to  the request for PLZC20220161

COMMENTS: who wants to Build on a 30+ Land fill, asphalt. Filled with concrete

NAME: Joel Newton SIGNATURE Joel D. Newton  
(PLEASE PRINT)

STREET ADDRESS: 10427 Hillbrook Rd

DATE: 4/3/22

additional comment: access to the property is from schaefer Rd, Hillbrook Rd is not designed for that kind of traffic.

Reply Form

I am: in favor of  opposed to  neutral to  the request for **PLZC20220161**

COMMENTS: \_\_\_\_\_

NAME: Dana Bynum SIGNATURE Dana Bynum  
(PLEASE PRINT)

STREET ADDRESS: 10249 Metz Valley Schertz Tx 78154

DATE: 4/3/2023

## Samuel Haas

---

**From:** Shakari Carson <stgreene@yahoo.com>  
**Sent:** Wednesday, April 5, 2023 2:10 PM  
**To:** planning@schertz.com  
**Subject:** Opposition to request for PLZC20220161

Hello,

Please see attached form in opposition of the zoning change.

Reply Form

I am...  SUPPORT  OPPOSED  AM NEUTRAL  THE REQUEST FOR PLZC20220161

COMMENTS: we are opposed to the zoning plan

NAME: Shakari Greene (PLEASE PRINT) SIGNATURE: Shakari Greene

STREET ADDRESS: 12475 Belfort Pt.

DATE: 04/04/2023

1400 Schertz Parkway Schertz, Texas 78154 214.478.1000

Thanks,  
Theodore and Shakari Greene

NOTICE OF PUBLIC HEARING

March 29, 2023

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Sincerely,

Samuel Haas  
Senior Planner

Reply Form

I am: in favor of  opposed to  neutral to  the request for **PLZC20220161**

COMMENTS: \_\_\_\_\_

NAME: Yessica Marks SIGNATURE   
(PLEASE PRINT)

STREET ADDRESS: 12233 Forbach Dr.

DATE: 04 APR 2023

**NOTICE OF PUBLIC HEARING**

March 29, 2023

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Sincerely,



Samuel Haas  
Senior Planner

Reply Form

I am: in favor of  opposed to  neutral to  the request for **PLZC20220161**

COMMENTS: Crime rate will increase, too much traffic and lower property value

NAME: Aaron Perez SIGNATURE [Handwritten Signature]  
(PLEASE PRINT)

STREET ADDRESS: 10391 Obenai Path Schertz TX 78154

DATE: 4/7/2023

**NOTICE OF PUBLIC HEARING**

March 29, 2023

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Sincerely,



Samuel Haas  
Senior Planner

Reply Form

I am: in favor of  opposed to  neutral to  the request for **PLZC20220161**

COMMENTS: \_\_\_\_\_

NAME: Marcedalia Navarro SIGNATURE Marcedalia Navarro  
(PLEASE PRINT)

STREET ADDRESS: 10523 Hillbrook Rd

DATE: 4-7-23

NOTICE OF PUBLIC HEARING

March 29, 2023

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Sincerely,

[Handwritten signature of Samuel Haas]

Samuel Haas
Senior Planner

Reply Form

I am: in favor of [ ] opposed to [X] neutral to [ ] the request for PLZC20220161

COMMENTS: Traffic on 1518 & lower Seguin are already unbearable adding

NAME: Mindy Trejo (PLEASE PRINT) SIGNATURE: Mindy Trejo

STREET ADDRESS: 12203 Forbach Drive

DATE: 04/03/2023

an apartment complex in between two schools + two neighborhoods would impact current residents and the schools in a negative way.

Reply Form

I am: in favor of  opposed to  neutral to  the request for PLZC20220161

COMMENTS: <sup>1</sup>Current street infrastructure inadequate <sup>2</sup>sewer system in Area

NAME: Angie & Michael Pacheco SIGNATURE Angie R Pacheco Already being utilized by Sewer Dept  
(PLEASE PRINT)

STREET ADDRESS: 10397 Obernai Path, Schertz, 78154 Tr

DATE: 4/5/23

*② We didn't move to the outskirts of the Big City only to be encroached upon by multi-unit Residential Apartments.*

NOTICE OF PUBLIC HEARING

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Sincerely,

[Handwritten signature of Samuel Haas]

Samuel Haas
Senior Planner

Reply Form

I am: in favor of [ ] opposed to [x] neutral to [ ] the request for PLZC20220161

COMMENTS: \_\_\_\_\_

NAME: Richard Johnston Amy Johnston SIGNATURE [Handwritten signatures]
(PLEASE PRINT)

STREET ADDRESS: 10311 Hillbrook Rd

DATE: \_\_\_\_\_

NOTICE OF PUBLIC HEARING

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PLZC20220161 - A request to rezone approximately 15 acres of land from Pre-Development District (PRE) to Apartment/Multi-Family Residential District (R-4), the property, listed as Parcel ID 309863, generally located approximately 1,800 feet to the east of the FM 1518 and Ray Corbett Drive intersection, 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 Samuel Haas, Senior Planner, 1400 Schertz Parkway, Bldg.1 Schertz, Texas 78154 or by email at planning@schertz.com. If you have any questions, please feel free to call Samuel Haas, Senior Planner directly at (210) 619-1783.

Sincerely,

Samuel Haas Senior Planner

Reply Form

I am in favor of [ ] opposed to [X] neutral to [ ] the request for PLZC20220161

COMMENTS: I absolutely DO NOT want an Apt Complex built next

NAME: Richard NUNCIO SIGNATURE [Handwritten Signature] (PLEASE PRINT)

STREET ADDRESS: 12239 Forbach Dr, Schertz, TX 78154

DATE: 4-4-2023

## NOTICE OF PUBLIC HEARING

March 29, 2023

Dear Property Owner,

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Sincerely,



Samuel Haas  
Senior Planner

---

### Reply Form

I am. in favor of  opposed to  neutral to  the request for **PLZC20220161**

COMMENTS: We don't want the noise or property value to go down.

NAME: Soreya Callahan SIGNATURE Soreya  
(PLEASE PRINT)


STREET ADDRESS: 12227 Forback Drive, Schertz Tx 78154

DATE: 4/10/23

Reply Form

I am  in favor of  opposed to  neutral to  the request for PLZC20220161

COMMENTS: Just purchased our little house. We enjoy our nice quiet Road.

NAME: Quinton Herrman SIGNATURE   
(PLEASE PRINT)

STREET ADDRESS: 10605 Hillbrook Dr

DATE: 4/4/23

NOTICE OF PUBLIC HEARING

March 29, 2023

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Sincerely,

Samuel Haas Senior Planner

this property is a landfill we have watched for 30 years!

Reply Form

I am: in favor of [ ] opposed to [X] neutral to [ ] the request for PLZC20220161

COMMENTS: build apartments next to your home!

NAME: Tom Slakowski SIGNATURE: [Signature]

STREET ADDRESS: 10419 Hillbrook Cubito TX 78108

DATE: 4/11/23 A.D.

**NOTICE OF PUBLIC HEARING**

March 29, 2023

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Sincerely,



Samuel Haas  
Senior Planner

*Property is a landfill - lived here 30 yrs!*

Reply Form

I am: in favor of  opposed to  neutral to  the request for PLZC20220161

COMMENTS: *We enjoy the peace of our country road - renters would be a night mare!!*

NAME: Tammy Silakowski SIGNATURE: *Tammy Silakowski* NO APARTMENTS!  
(PLEASE PRINT)

STREET ADDRESS: 10419 Millbrook Circle TX 78108

DATE: 4/11/23 A.D.

NOTICE OF PUBLIC HEARING

March 29, 2023

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Sincerely,

[Handwritten signature of Samuel Haas]

Samuel Haas
Senior Planner

Reply Form

I am: in favor of [ ] opposed to [X] neutral to [ ] the request for PLZC20220161

COMMENTS: Oppose: the decrease in property value, increase in traffic & overcrowding in schools that this would cause.

NAME: Susana Alejandre-Mitchell (PLEASE PRINT) SIGNATURE Susana Alejandre Mitchell

STREET ADDRESS: 10242 Metz Valley, Schertz, Tx. 78154

DATE: 04/11/2023

NOTICE OF PUBLIC HEARING

March 29, 2023

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Sincerely,

[Handwritten signature of Samuel Haas]

Samuel Haas
Senior Planner

Reply Form

I am: in favor of [checked] opposed to [ ] neutral to [ ] the request for PLZC20220161

COMMENTS:

NAME: Jeffrey Carlisle (PLEASE PRINT) SIGNATURE [Handwritten signature]

STREET ADDRESS: 10511 Hillbrook Rd Schertz, TX 78108

DATE: 4/11/23

NOTICE OF PUBLIC HEARING

March 29, 2023

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Sincerely,

Samuel Haas Senior Planner

Reply Form

I am: in favor of [ ] opposed to [X] neutral to [ ] the request for PLZC20220161

COMMENTS:

NAME: Rubilio Lozano (PLEASE PRINT) SIGNATURE: [Handwritten Signature]

STREET ADDRESS: 10323 Hillbrook - RD

DATE: 12-4-23

NOTICE OF PUBLIC HEARING

March 29, 2023

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Sincerely,

[Handwritten signature of Samuel Haas]

Samuel Haas
Senior Planner

Reply Form

I am: in favor of [ ] opposed to [ ] neutral to [ ] the request for PLZC20220161

COMMENTS: [Handwritten: NO]

NAME: [Handwritten: Tom Sillars] SIGNATURE [Handwritten signature]
(PLEASE PRINT)

STREET ADDRESS: [Handwritten: 10811 Hillbelle]

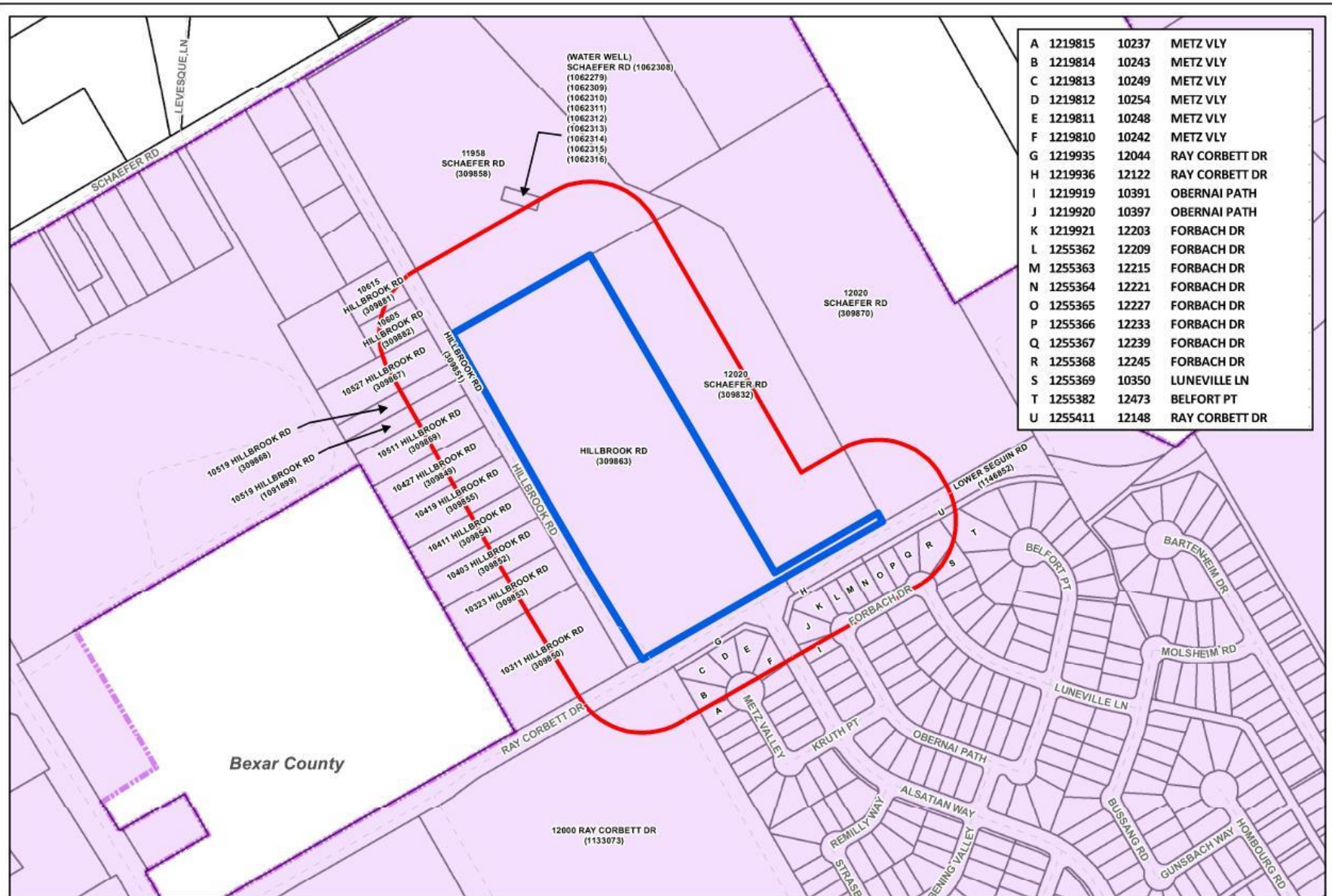
DATE: [Handwritten: April 12, 2023]

# Ord. 23-S-09

15 Acre Zone Change Request from Pre-Development District (PRE) to Apartment/Multi-Family District (R-4)

Samuel Haas | SENIOR PLANNER





A	1219815	10237	METZ VLY
B	1219814	10243	METZ VLY
C	1219813	10249	METZ VLY
D	1219812	10254	METZ VLY
E	1219811	10248	METZ VLY
F	1219810	10242	METZ VLY
G	1219935	12044	RAY CORBETT DR
H	1219936	12122	RAY CORBETT DR
I	1219919	10391	OBERNAI PATH
J	1219920	10397	OBERNAI PATH
K	1219921	12203	FORBACH DR
L	1255362	12209	FORBACH DR
M	1255363	12215	FORBACH DR
N	1255364	12221	FORBACH DR
O	1255365	12227	FORBACH DR
P	1255366	12233	FORBACH DR
Q	1255367	12239	FORBACH DR
R	1255368	12245	FORBACH DR
S	1255369	10350	LUNEVILLE LN
T	1255382	12473	BELFORT PT
U	1255411	12148	RAY CORBETT DR

## March 30<sup>th</sup>

40 Public Hearing notices were sent & 2 notice signs were placed on the property.

A public hearing notice was published in the "San Antonio Express" on April 19, 2023

## Responses Received as of April 26<sup>th</sup>, 2023.

1 In Favor  
19 Opposed

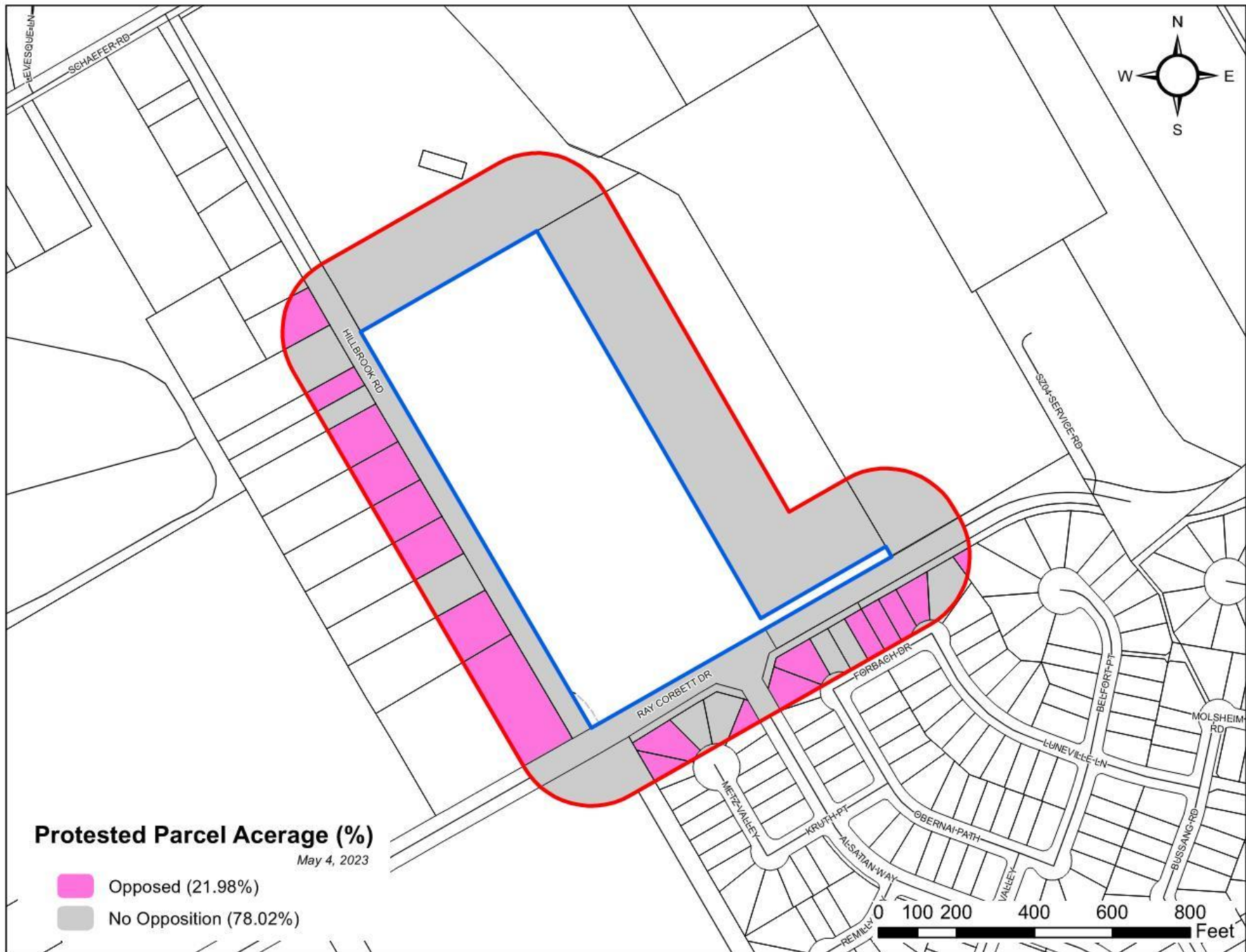


Last Update: February 8, 2023  
City of Schertz, GIS Specialist: Bill Garbrecht, g@schertz.com (210) 619-1185

**City of Schertz**  
Hillbrook Rd Rezone  
(PLZC20220161)

■ Project Area    ■ City Limit Boundary  
 200' Buffer



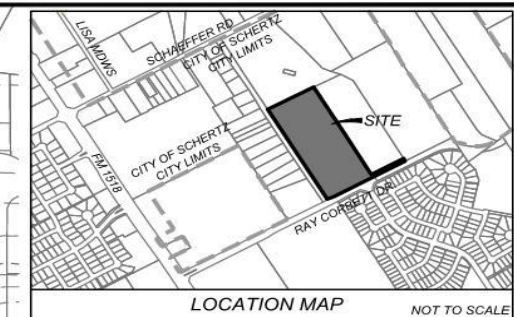
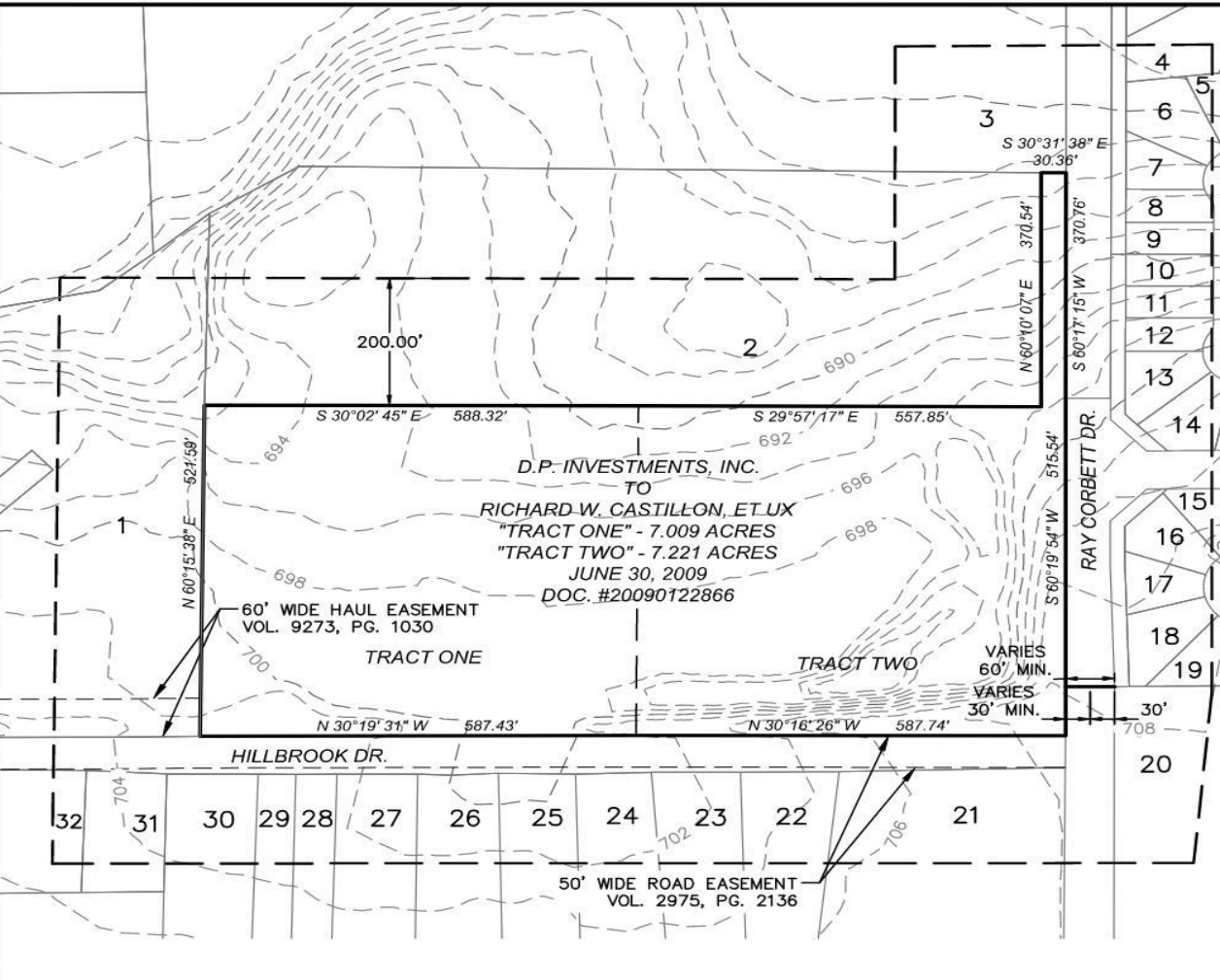


## LGC 211.006.d

...in accordance with this subsection, the proposed change must receive, in order to take effect, **the affirmative vote of at least three-fourths of all members of the governing body**

The protest must be written and signed by the owners of at least 20 percent of: the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

PROPERTY ID NO.	OWNER NAME & ADDRESS	LAND USE	CITY SUBDIVISION & ZONING	SUBDIVISION AND/OR RECORDING INFO.
1	BANNING LAND LLC 1000 N CAPITAL OF TEXAS HWY BEOG (A) STE 200 AUSTIN, TX 78759-7225	COMMERCIAL	SCHERTZ	UNPLATTED CB 5077 P-22 (L&S, P-21 (L&R), P-24 (L&R), P-25 (L&R), P-26 (L&R), P-27 (L&R), P-28 (L&R), P-29 (L&R), P-30 (L&R), P-31 (L&R), P-32 (L&R), P-33 (L&R), P-34 (L&R), P-35 (L&R), P-36 (L&R), P-37 (L&R), P-38 (L&R), P-39 (L&R), P-40 (L&R), P-41 (L&R), P-42 (L&R), P-43 (L&R), P-44 (L&R), P-45 (L&R), P-46 (L&R), P-47 (L&R), P-48 (L&R), P-49 (L&R), P-50 (L&R), P-51 (L&R), P-52 (L&R), P-53 (L&R), P-54 (L&R), P-55 (L&R), P-56 (L&R), P-57 (L&R), P-58 (L&R), P-59 (L&R), P-60 (L&R), P-61 (L&R), P-62 (L&R), P-63 (L&R), P-64 (L&R), P-65 (L&R), P-66 (L&R), P-67 (L&R), P-68 (L&R), P-69 (L&R), P-70 (L&R), P-71 (L&R), P-72 (L&R), P-73 (L&R), P-74 (L&R), P-75 (L&R), P-76 (L&R), P-77 (L&R), P-78 (L&R), P-79 (L&R), P-80 (L&R), P-81 (L&R), P-82 (L&R), P-83 (L&R), P-84 (L&R), P-85 (L&R), P-86 (L&R), P-87 (L&R), P-88 (L&R), P-89 (L&R), P-90 (L&R), P-91 (L&R), P-92 (L&R), P-93 (L&R), P-94 (L&R), P-95 (L&R), P-96 (L&R), P-97 (L&R), P-98 (L&R), P-99 (L&R), P-100 (L&R)
2	BONNIE SUE PORTER 12023 SCHERTZ RD UNIT 2 SCHERTZ, TX 78388-4003	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 2028, PG. 508 O.P.R.
3	JAMES HERRERA 13003 SCHERTZ RD SCHERTZ, TX 78388-4005	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 988A, PG. 176 O.P.R.
4	SHAKAR GREENE & JOSEPH PHILLIPSON 12473 BELFORT POINT SCHERTZ, TX 78354	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9706, PG. 82-84 O.P.R.
5	RICARDO OROZCO 10309 LUNAVILLE LN SCHERTZ, TX 78354	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9706, PG. 82-84 O.P.R.
6	YOLANDA N SEAS 12245 FORBACH DR SCHERTZ, TX 78354	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9706, PG. 82-84 O.P.R.
7	RICHARD & SAMANTHA NUNO 12289 FORBACH DR SCHERTZ, TX 78354	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9706, PG. 82-84 O.P.R.
8	YESSICA CAROLINA MARRAS & CARL ROBERTS 12228 FORBACH DR SCHERTZ, TX 78354	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9706, PG. 82-84 O.P.R.
9	TASKY & SOREFA GALLAGHER 12227 FORBACH DR SCHERTZ, TX 78354	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9706, PG. 82-84 O.P.R.
10	JOSIE & JACQUELINE GRIEZ MORINO 12229 FORBACH DR SCHERTZ, TX 78354-4553	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9706, PG. 82-84 O.P.R.
11	USA CRAWFORD 12225 FORBACH DR SCHERTZ, TX 78354	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9706, PG. 82-84 O.P.R.
12	ERIC VEY & BRANDEE BRIGGS- VEY 12201 FORBACH DR SCHERTZ, TX 78354-4029	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9706, PG. 82-84 O.P.R.
13	GILBERT TREJO & ACRERA MENDOZA 12223 FORBACH DR SCHERTZ, TX 78354-4063	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9677, PG. 156-174 O.P.R.
14	ANGELINETTE REYES PACHECO & ANGEL MICHAEL 10977 OBERNAI PATH SCHERTZ, TX 78354-4032	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9677, PG. 156-174 O.P.R.
15	KEVIN A MITCHELL & SUSANNA ALEJANDRE-MITCHELL 10242 METZ VLY SCHERTZ, TX 78354-4060	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9677, PG. 156-174 O.P.R.
16	DALLAS, MARK R. J. JEFFERY 12048 METZ VLY SCHERTZ, TX 78354-4056	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9677, PG. 156-174 O.P.R.
17	RAMI SPR PROPCO B LP 1850 PARKWAY PL, STE 900 KAMARTEL, GA 30067	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9677, PG. 156-174 O.P.R.
18	DIANA PRATT BYNUM 12049 METZ VLY SCHERTZ, TX 78354-4060	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9677, PG. 156-174 O.P.R.
19	CHAD'S & MARGARITA A VALGOMAN 12048 METZ VLY SCHERTZ, TX 78354-4056	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 9677, PG. 156-174 O.P.R.
20	SCHERTZ CIRCLE UNIVERSAL CITY USD 2000 LABEL RD SCHERTZ, TX 78354-4056	COMMERCIAL	PHUB	UNPLATTED VOL. 9606, PG. 700-703 O.P.R.
21	AMY CORINE WIDEMAN 10311 HILLBROOK RD SCHERTZ, TX 78009-3208	RESIDENTIAL	SCHERTZ	UNPLATTED VOL. 14083, PG. 180 O.P.R.
22	RUTICO LOZANO & MARIA ELENA GONZALEZ 10313 HILLBROOK RD SCHERTZ, TX 78308-4209	RESIDENTIAL	SCHERTZ	UNPLATTED CB 5027 PT OF P-3H A&B P-10 A&B (L&R) (L&R) (L&R)
23	THOMAS DALE J. SULLIVAN 10403 HILLBROOK RD SCHERTZ, TX 78308-4203	RESIDENTIAL	SCHERTZ	UNPLATTED CB 5027 PT OF P-3H A&B P-18 A&B E3
24	THOMAS DALE J. SULLIVAN 10403 HILLBROOK RD SCHERTZ, TX 78308-4203	RESIDENTIAL	SCHERTZ	UNPLATTED CB 5027 PT OF P-3H A&B P-20 A&B E3
25	TAMMY L. & THOMAS SILVANO 10419 HILLBROOK RD SCHERTZ, TX 78009-3208	RESIDENTIAL	SCHERTZ	UNPLATTED CB 5027 PT OF P-3H A&B P-21 A&B E3
26	JOSIE BRIDGEMAN 10427 HILLBROOK RD SCHERTZ, TX 78009-3208	RESIDENTIAL	SCHERTZ	UNPLATTED CB 5067 A&B E1 PT OF P-3H A&B P-21 (L&R) (L&R)
27	INNOVATIONS WITH BRO- FIDELONK LLC 1885 FM 207E, E3 CANYON LAKE, TX 78133-8705	RESIDENTIAL	SCHERTZ	UNPLATTED B 5027 P-30 A&B E3 LABEL BRTA1307502 (N) A1307502 2018 NOVY (TRD) 1.03AC TO 1.041AC
28	YOLANDA & JUAN CARABANEA 10519 HILLBROOK RD SCHERTZ, TX 78308-4220	RESIDENTIAL	SCHERTZ	UNPLATTED CB 5027 P-30A (OUT OF P-30 A&B) (L&R) (L&R) (L&R) (L&R) (L&R) ACCT - SPLIT FOR 2007 (OWN) 10540/2007
29	NARCISSEMIA & JUAN NAVARRO 8001 OGLETHORPE SCHERTZ, TX 78354-2006	RESIDENTIAL	SCHERTZ	UNPLATTED CB 5027 P-30 A&B E3 REFER TO 0480-000-0000 & 00010-000- 0000 REMAINS ACCT - SPLIT FOR 2007 (OWN) 10540/2007
30	VICTOR LEONARDO FONG PO BOX 13861 SALVADORE, CA 94596-0011	RESIDENTIAL	SCHERTZ	UNPLATTED CB 5027 P-29 A&B E3
31	HERRMAN QUANTON DEAN & PHAM USA A&B 10603 HILLBROOK RD SCHERTZ, TX 78308-4211	RESIDENTIAL	SCHERTZ	UNPLATTED CB 5027 P-30 A&B E3 LOT 3 BLUERONNET SILVAS SUBD
32	SILVAS GUADALUPE E SOUZ MARCIA METAL 10615 HILLBROOK RD SCHERTZ, TX 78308-4211	RESIDENTIAL	SCHERTZ	UNPLATTED CB 5027A BLD 1 LOT 4 BLUERONNET SILVAS SUBD

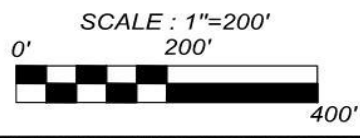


ZONING EXHIBIT OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN BEXAR COUNTY, TEXAS, BEING A PART OF THE MILES S. BENNETT SURVEY, ABSTRACT NO. 61, BEING ALL OF A CALLED 7.009 ACRE TRACT (TRACT ONE) AND ALL OF A CALLED 7.221 ACRE TRACT (TRACT TWO) CONVEYED FROM D.P. INVESTMENTS, INC. TO RICHARD W. CASTILLON, ET UX BY DEED DATED JUNE 30, 2009 RECORDED IN DOCUMENT NO. 20090122866 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

PROPERTY: "TRACT ONE", "TRACT TWO", D.P. INVESTMENTS, INV TO RICHARD W. CASTILLON, ET UX ORIGINAL SURVEY: MILES S. BENNETT SURVEY, ABSTRACT 61, BEXAR COUNTY, TEXAS FEMA FLOODPLAIN: NO FLOODPLAIN EXISTS ON THE PROPERTY NEW STREETS: NO NEW STREETS ARE PLANNED TOTAL GROSS ACREAGE: 14.250 ACRES EXISTING ZONING W/ACREAGE: PREDEVELOPMENT (PRE)/14.250 ACRES REZONING DESIGNATION W/ACREAGE: R-4/14.250 ACRES

SURVEYOR:  
TRIAD SURVEYING, INC.  
BRADLEY L. LIPSCOMB, RPLS  
528 COUNTY ROAD 325  
P.O. BOX 1489  
ROCKDALE, TEXAS 76567

OWNER/APPLICANT:  
MARSTAN EQUITIES, LLC  
ATTN: STANLEY HILLESSOHN  
8350 N. CENTRAL EXPY., SUITE 1225  
DALLAS, TEXAS 75206



**K&W**  
 SURVEYING & ENGINEERING  
 10000 N. CENTRAL EXPY., SUITE 1225  
 DALLAS, TEXAS 75206  
 PHONE: 972.961.1111  
 FAX: 972.961.1112  
 WWW.KANDWSURVEYING.COM

ZONING EXHIBIT  
 MILES S. BENNETT SURVEY, ABSTRACT NO. 61, BEXAR COUNTY, TEXAS

SHEET NUMBER:  
 EX-3

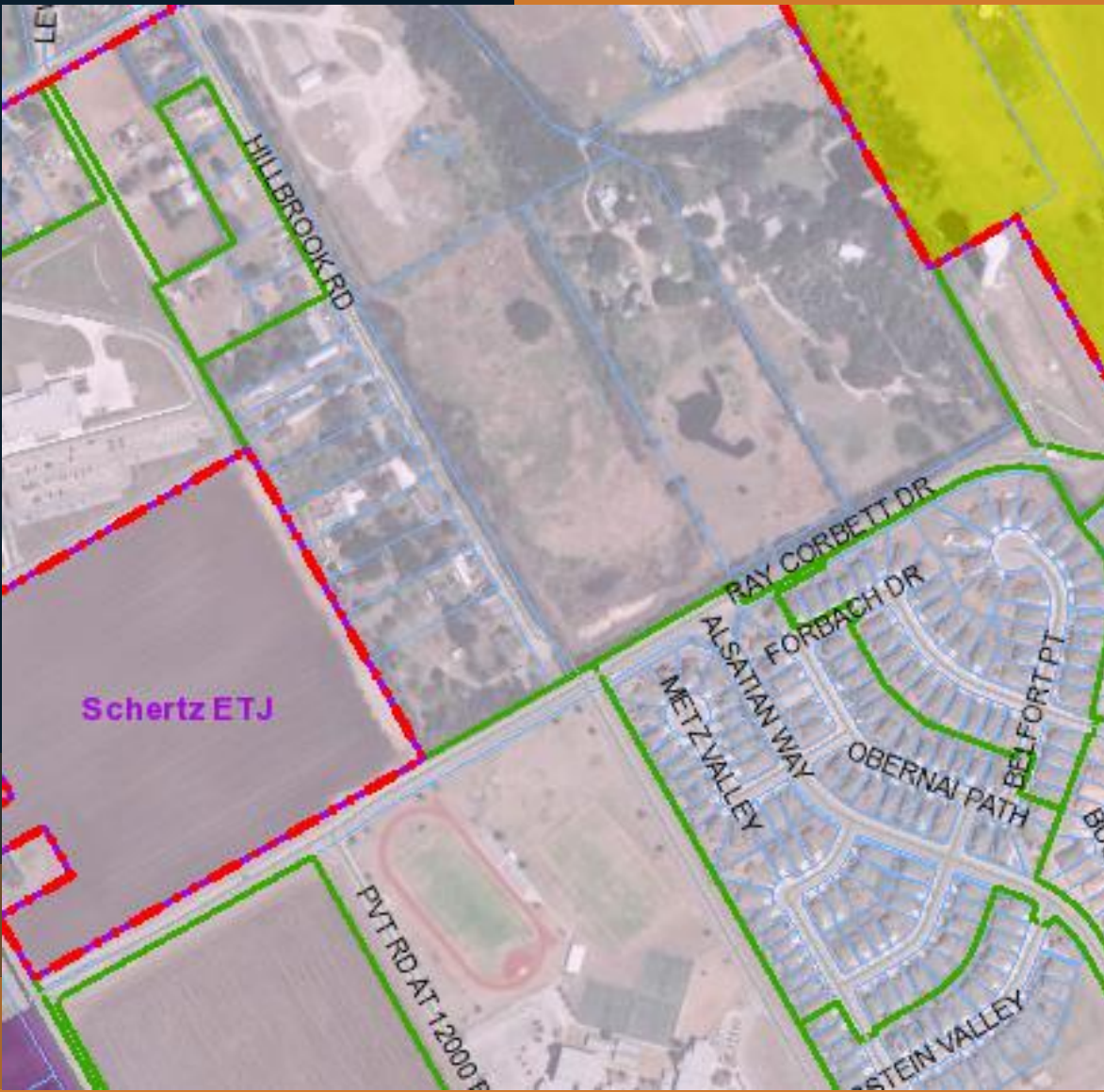
Date: Mar 09, 2023, 12:50pm User: E3: mrcd File: K:\2023\UT\Survey\Johnnie\CAO\Schertzer and Hillbrook Dr. - Schertz\202309 - Zoning Exhibit

# Proposed Rezone (14.32 ac)

- **Current Zoning is Pre-Development District (PRE)**
- **Proposed Zoning is Apartment/Multi-Family Residential District (R-4)**
- **Per applicant Letter of Intent – proposed development will be an apartment complex with 336 dwelling units**

**Property is 14.32 Acres - Maximum allowed by R-4 is 24 units per acer or 343 units**

# Staff Analysis



- **Comp Plan Conformance:**  
The property is currently under the land use designation of Mixed Use Neighborhood. This designation is intended to utilize a traditional neighborhood design that includes a mixture of residential uses.
- The property is currently surrounded by a mixture of residential, public institutions (schools), and vacant properties. The proposed rezoning to Apartment/Multi-Family Residential District (R-4) is compatible with the surrounding mix of land uses.

# Recommendation

- **Staff Recommendation:**

Staff recommends approval of the proposed zone change of approximately 15 acres from Pre-Development (PRE) to Apartment/Multi-Family (R-4) as proposed, based on the compatibility with the Comprehensive Land Use Plan.

- **Planning and Zoning Commission Recommendation:**

The Schertz Planning and Zoning Commission met on April 12, 2023, and voted to recommend that the City Council deny the proposed zone change as presented with a 5-0 vote.

# Current Condition of Property



# COMMENTS & QUESTIONS

CITY COUNCIL MEMORANDUM

**City Council Meeting:** May 9, 2023

**Department:** Planning & Community Development

**Subject:** Ordinance 23-S-10 - Conduct a public hearing and consideration and/or action on a request to rezone approximately 1 acre of land from Single-Family Residential District (R-1) to Neighborhood Services District (NS), located approximately 600 feet south of the intersection of FM 3009 and Live Oak Road, also known as Guadalupe County Property Identification Number 67544, City of Schertz, Guadalupe County, Texas. (*First Reading*). (B. James, L. Wood, S. Haas)

---

**BACKGROUND**

The applicant is proposing to rezone approximately 1 acre of land from Single Family Residential District (R-1) to Neighborhood Services District (NS).

**Public Notice:**

Twenty-five (25) public hearing notices were mailed to the surrounding property owners on March 30, 2023, with a public hearing notice published in the "San Antonio Express" on April 19, 2023. At the time of this report (April 26, 2023) staff has received three (3) opposed, zero (0) in favor, and zero (0) neutral to the proposed rezoning request. In addition to the mailed notice, Public Hearing Notice signs were placed on the property on March 30, 2023.

**GOAL**

The project goal is to rezone approximately 1 acre of land, generally located approximately 600 feet south of the intersection of FM 3009 and Live Oak Road, also known as Guadalupe County Property Identification Number 67544 from Single-Family Residential District (R-1) to Neighborhood Services District (NS). Per the letter of intent submitted with the application, the applicant is proposing a medical office building with a pharmaceutical drive-thru.

**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 Comprehensive Land Use Plan (CLUP), through the Future Land Use Plan designates the property as Single-Family Residential. The Single-Family Residential land use is intended to utilize a traditional neighborhood design and may have limited commercial development to support the daily activities of the development. The proposed zone change to Neighborhood Services District (NS) would conform to the land use designation as the light-intensity commercial activities permitted within the district align with the Comprehensive Plan.

The FM 3009 corridor has a variety of land uses and zoning designations. The development of this corridor is utilizing traditional neighborhood design, and needs supportive commercial uses. Directly adjacent, north of the property is Fresenius Medical Care which is another medical office building, This development would supplement the existing medical office uses in the area.

The subject property is currently zoned Single-Family Residential District (R-1). The proposed zone change would allow for a consistent zoning designation and provide consistent commercial activity along FM 3009.

#### **RECOMMENDATION**

##### **Staff Recommendation:**

Staff recommends approval of the request to rezone approximately 1 acre of land from Single-Family Residential District (R-1) to Neighborhood Services District (NS), based on the compatibility with the Comprehensive Land Use Plan, and the compatibility with existing land uses in the area.

##### **Planning and Zoning Commission Recommendation:**

The Schertz Planning and Zoning Commission met on April 12, 2023, and voted to recommend that the City Council approve the proposed zone change as presented with a 5-0 vote.

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#### **Attachments**

Ordinance 23 S 10

Exhibit A - Metes and Bounds

Exhibit B - Zoning Exhibit

Aerial Exhibit

Public Hearing Notice Map

Public Hearing Responses as of 4.26.23

City Council Presentation Slides

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**ORDINANCE NO. 23-S-10**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 1 ACRE OF LAND FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO NEIGHBORHOOD SERVICES DISTRICT (NS), LOCATED APPROXIMATELY 600 FEET SOUTH OF THE INTERSECTION OF FM 3009 AND LIVE OAK ROAD, ALSO KNOWN AS GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBER 67544, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.**

**WHEREAS**, an application to rezone approximately 1 acre of land from Single-Family Residential District (R-1) to Neighborhood Services District (NS), located approximately 600 feet south of the intersection of FM 3009 and Live Oak Road, and more specifically described in the Exhibit A and Exhibit B attached herein (herein, the “Property”) has been filed with the City; and

**WHEREAS**, the City’s Unified Development Code Section 21.5.4.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 April 12, 2023, 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 to Neighborhood Services District (NS); and

**WHEREAS**, on May 9, 2023, 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.

**NOW THEREFORE, BE IT RESOLVED 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 Neighborhood Services District (NS)

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.

PASSED ON FIRST READING, the \_\_<sup>th</sup> day of May 2023.

PASSED, APPROVED and ADOPTED ON SECOND READING, the \_\_<sup>rd</sup> day of May, 2023.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

(city seal)

Escrow File No.: 522019832

EXHIBIT "A"

Being 0.913 acres of land, situated in the G. Malpaz Survey No. 67, Abstract 221, Guadalupe County, Texas, being that same tract called for 0.917 acres in a Warranty Deed recorded in Volume 527, Page 526, Official Public Records, Guadalupe County, Texas; said 0.913 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of this 0.913 acres, same being along the southwest Right-of-Way of Roy Richard Dr. (also known as F.M. 3009) and along a non-tangent curve to the right, same also being the northernmost corner of the Robert Dietz tract (Deed Not Found) and the POINT OF BEGINNING;

THENCE along the line common to this 0.913 acres and said Dietz tract, South 56 degrees 37 minutes 47 seconds West (called South 57 degrees 12 minutes West), a distance of 191.62 feet (called 192.0 feet) to a 1/2-inch iron rod found for the southwest corner of this 0.913 acres, same being the northwest corner of said Dietz tract and along the northeast boundary of Lot 15, Greenfield Village, Unit 1 (Volume 3, Pages 1441);

THENCE along the line common to this 0.913 acres and said Lot 15, North 25 degrees 44 minutes 02 seconds West (called North 25 degrees 18 minutes West), a distance of 201.18 feet (called 201.55 feet) to a 1/2-inch iron rod found for the northwest corner of this 0.913 acres, same being along the northeast boundary of Lot 13 of said Greenfield Village and for the southwest corner of the Fresenius Medical Care subdivision (Volume 9, Page 108);

THENCE along the line common to this 0.913 acres and said Fresenius Subdivision, North 64 degrees 15 minutes 18 seconds East (called North 64 degrees 42 minutes East), a distance of 233.10 feet (called 233.1 feet) to a 1/2-inch iron rod capped "WALS" set for the northeast corner of this 0.913 acres, same being the southeast corner of said Fresenius Subdivision and along the Southwest Right-of-Way of said Roy Richard Dr., same also being along a non-tangent curve to the right;

THENCE with the southeast Right-of-Way of said Roy Richard Dr. and said curve to the right, having a radius of 2804.79 feet, an arc length of 181.01 feet (called 181.63 feet), a chord bearing of South 11 degrees 56 minutes 39 seconds East, a chord length of 180.98 feet, and a delta angle of 03 degrees 41 minutes 52 seconds, to the POINT OF BEGINNING and containing 0.913 acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and identification purposes and does not override Item 2 of Schedule B hereof.

Guadalupe County Clerk  
Unofficial Copy

Guadalupe County Clerk  
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Guadalupe County Clerk  
Unofficial Copy

**FILED and RECORDED in the OFFICIAL PUBLIC RECORDS**

**Honorable Teresa Kiel, Guadalupe County Clerk**

Document Number: 202299036662  
Recorded On: December 08, 2022 09:59 AM  
Total Pages: 4  
Total Fees: \$34.00

Discriminatory restrictive covenants based on race, color, religion contradict the 14th Amendment's Equal Protection Clause and are therefore unenforceable under federal law. Supreme Court Decision Shelly v. Kraemer 1948.

**THIS PAGE CONTAINS IMPORTANT RECORDING INFORMATION  
AND SHALL REMAIN A PART OF THIS INSTRUMENT.**

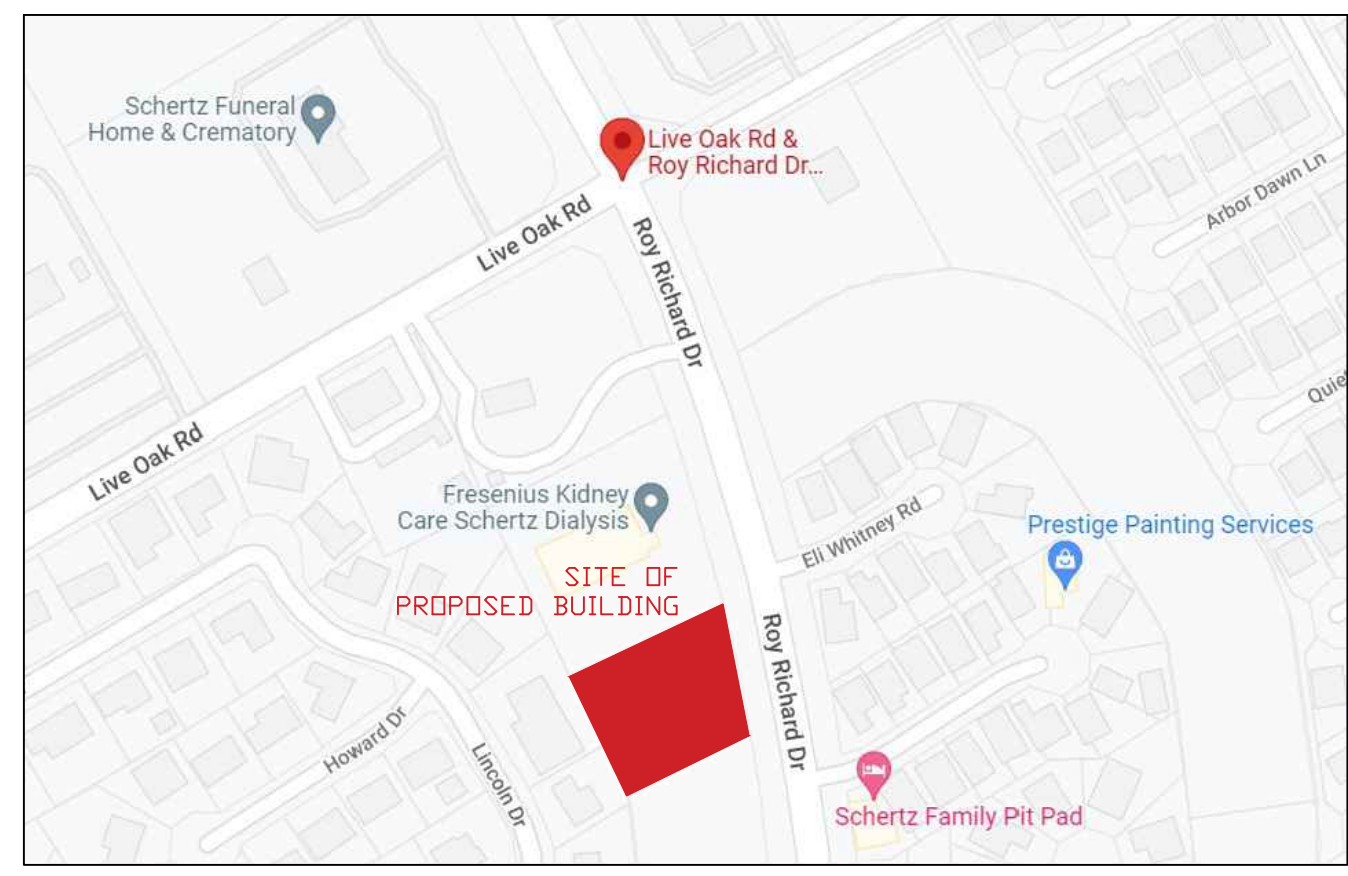
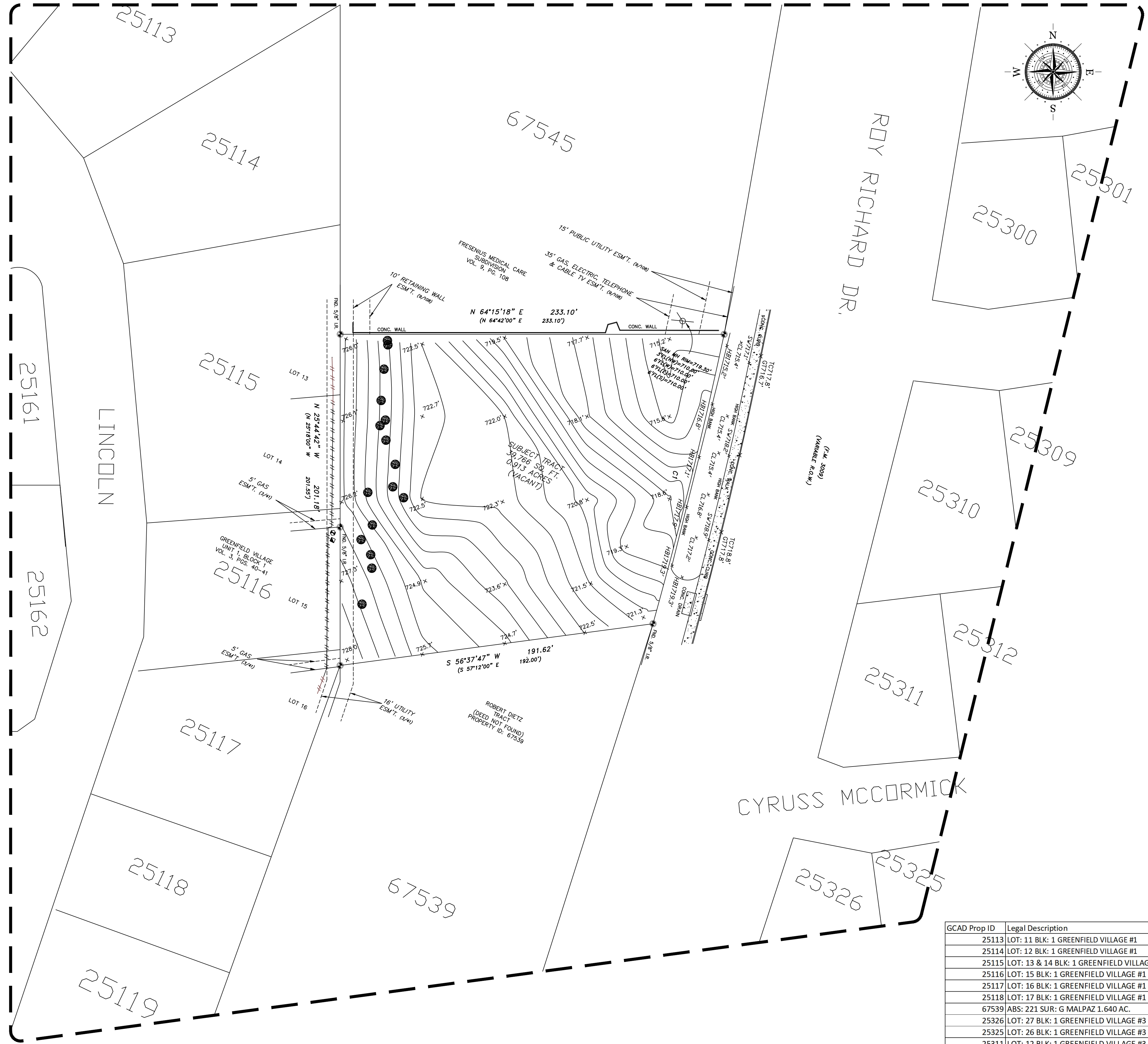
Receipt Number: 20221208090025  
User: Jeanna  
Station: Recording  
Return To: EPN

STATE OF TEXAS  
GUADALUPE COUNTY

I hereby certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on the date/time printed above.



*Teresa Kiel*  
Teresa Kiel  
Guadalupe County Clerk  
Guadalupe County, TX



1 LOCATION MAP

PROPERTY: GENERALLY LOCATED ON FM 3009, SOUTH OF LIVE OAK RD, (GCAD 67544)  
 LEGAL DESCRIPTION: ABS 221 SUR : G PALPAZ 0.9200 AC  
 FEMA FLOODPLAIN:  
 TOTAL GROSS ACREAGE: 0.913 ACRES  
 EXISTING ZONING ACREAGE: R-1 (0.913 ACRES)  
 REZONING DESIGNATION W/ ACREAGE: NS (0.913 ACRES)

SURVEYOR:  
 JORGE LUIS TREVINO  
 5450 NW CENTRAL DR.  
 SUITE 123  
 HOUSTON, TX 77092  
 832-721-0595

OWNER/APPLICANT  
 HANSAI, LLC  
 12410 TOPPERWEIN RD.  
 LIVE OAK, TX 78233

ZONING EXHIBIT OF  
 FM 3009 MEDICAL OFFICE

PROPERTIES IN THE 200' NOTIFICATION AREA

GCAD Prop ID	Legal Description	Owner Name	Owner Address	Land Use
25113	LOT: 11 BLK: 1 GREENFIELD VILLAGE #1	MARK A REINHARDT	132 LINCOLN DR SCHERTZ, TX 78154	R-1 Single Family Residential
25114	LOT: 12 BLK: 1 GREENFIELD VILLAGE #1	MCFARLAND LAURA LIVING TRUST	128 LINCOLN DR SCHERTZ, TX 78154	R-1 Single Family Residential
25115	LOT: 13 & 14 BLK: 1 GREENFIELD VILLAGE #1	OLLIE G & D BURKETT	120 LINCOLN DR SCHERTZ, TX 78154	R-1 Single Family Residential
25116	LOT: 15 BLK: 1 GREENFIELD VILLAGE #1	EDWARD R & SHEILA MERCADO	116 LINCOLN DR SCHERTZ, TX 78154	R-1 Single Family Residential
25117	LOT: 16 BLK: 1 GREENFIELD VILLAGE #1 LN#75001	PAMELA MARIE HARDING	112 LINCOLN DR SCHERTZ, TX 78154	R-1 Single Family Residential
25118	LOT: 17 BLK: 1 GREENFIELD VILLAGE #1	PEARSON LIVING TRUST	707 BUOY RD HOUSTON, TX 77062	R-1 Single Family Residential
67539	ABS: 221 SUR: G PALPAZ 1.640 AC.	DIETZ O L	908 FAWN DRIVE SCHERTZ, TX 78154	R-1 Vacant
25326	LOT: 27 BLK: 1 GREENFIELD VILLAGE #3	DARRYL HOPKINS	1200 CYRUS MCCORMICK SCHERTZ, TX 78154	GH Garden Home
25325	LOT: 26 BLK: 1 GREENFIELD VILLAGE #3 LN#4821596	LINDA S DIETZ	1204 CYRUS MCCORMICK SCHERTZ, TX 78154	GH Garden Home
25311	LOT: 12 BLK: 1 GREENFIELD VILLAGE #3	RANDI L HAMM	1201 BRADDOCK PL APT 708 ALEXANDRIA, VA 22314	GH Garden Home
25312	LOT: 13 BLK: 1 GREENFIELD VILLAGE #3	ERIKA GARCIA	1209 CYRUS MCCORMICK SCHERTZ, TX 78154	GH Garden Home
25310	LOT: 11 BLK: 1 GREENFIELD VILLAGE #3	SANTA MARIA VASQUEZ	1208 ELI WHITNEY SCHERTZ, TX 78154	GH Garden Home
25309	LOT: 10 BLK: 1 GREENFIELD VILLAGE #3	CHARLES & GALE KILLEN	1212 ELI WHITNEY SCHERTZ, TX 78154	GH Garden Home
25300	LOT: 1 BLK: 1 GREENFIELD VILLAGE #3	WILLIAM & JUDITH A GIBBS	1213 ELI WHITNEY SCHERTZ, TX 78154	GH Garden Home
25301	LOT: 2 BLK: 1 GREENFIELD VILLAGE #3	MICHAEL IRA MCCABE	21110 FOREST WATERS CIRCLE GARDEN RIDGE, TX 78266	GH Garden Home
67545	FRESENIUS MEDICAL CARE AKA 1.498 ACS. FKA ABS: 221 SUR: G PALPAZ	BURROUGHS VISTA LIVESTOCK	22327 E MONTE VISTA AVENUE DENAIR, CA 95316	OP Office and Professional

**ANLARR**  
 CREATING VALUE

**ANLARR DESIGNS**  
 7207 REGENCY SQUARE BLVD.  
 #225, HOUSTON, TX 77036  
 PHONE: 832 649 0048  
 WWW.ANLARR.COM

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REFERRED BY THIS DRAWING ARE OWNED BY AND ARE THE PROPERTY OF THE DESIGNER. THEY HAVE BEEN CREATED, PROVIDED AND DEVELOPED FOR USE ON AND IN CONNECTION OF THE SPECIFIC PROJECT ONLY. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY OTHER PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.

WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR INSTALLATION AND CONDITIONS ON THE SITE. DESIGNER MUST BE NOTIFIED OF ANY VARIATIONS FROM THE CONDITIONS SHOWN ON THESE DRAWINGS.

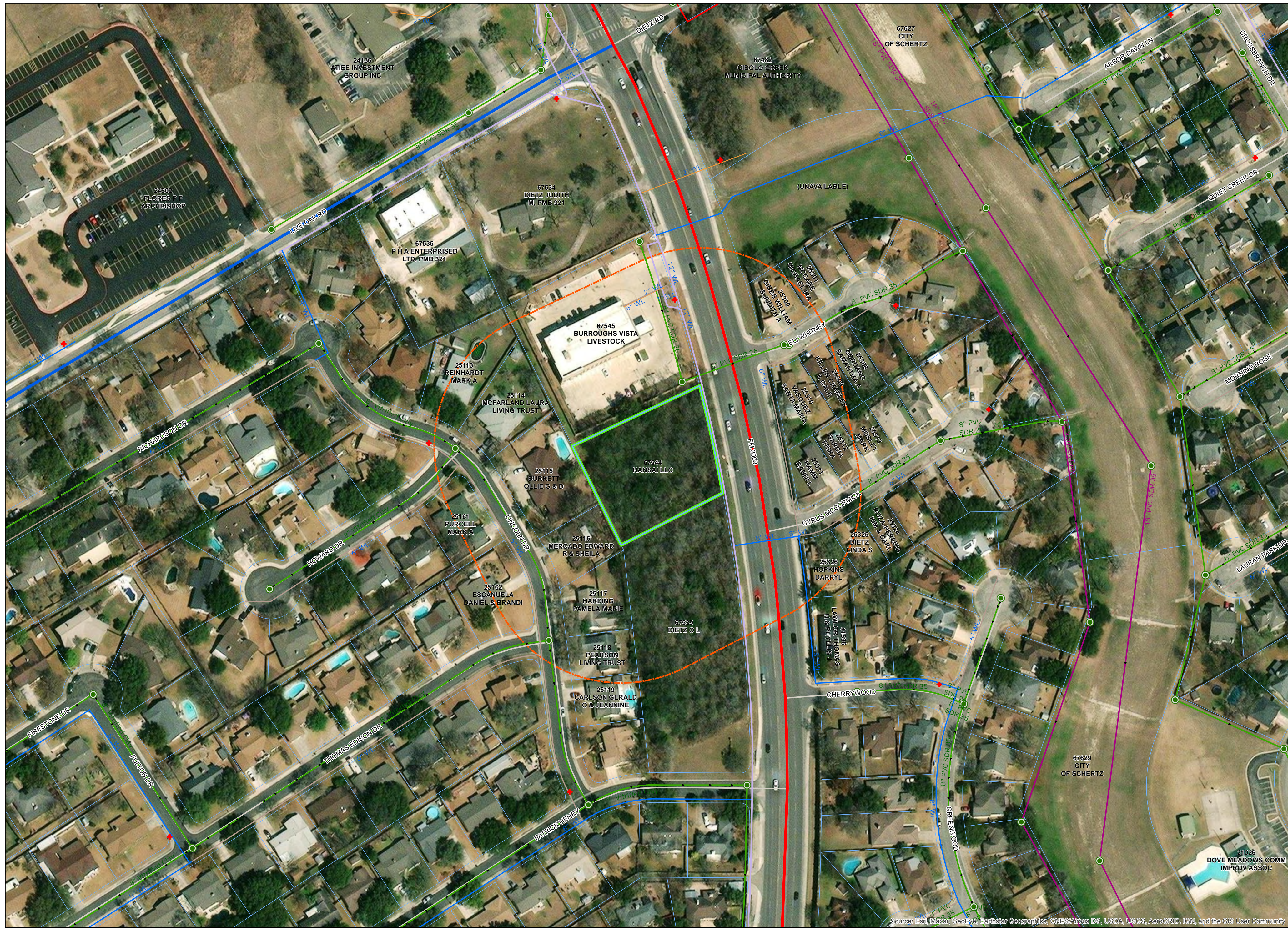
FM 3009 MEDICAL OFFICE  
 SCHERTZ

ZONING EXHIBIT

LEGAL DESCRIPTION

PROPERTY: GENERALLY LOCATED ON FM 3009, SOUTH OF LIVE OAK RD, (GCAD 67544)  
 LEGAL DESCRIPTION: ABS 221 SUR : G PALPAZ 0.9200 AC  
 TOTAL GROSS ACREAGE: 0.913 ACRES  
 EXISTING ZONING ACREAGE: R-1 (0.913 ACRES)  
 REZONING DESIGNATION W/ ACREAGE: NS (0.913 ACRES)

PROJECT NUMBER  
 DATE ISSUED:



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

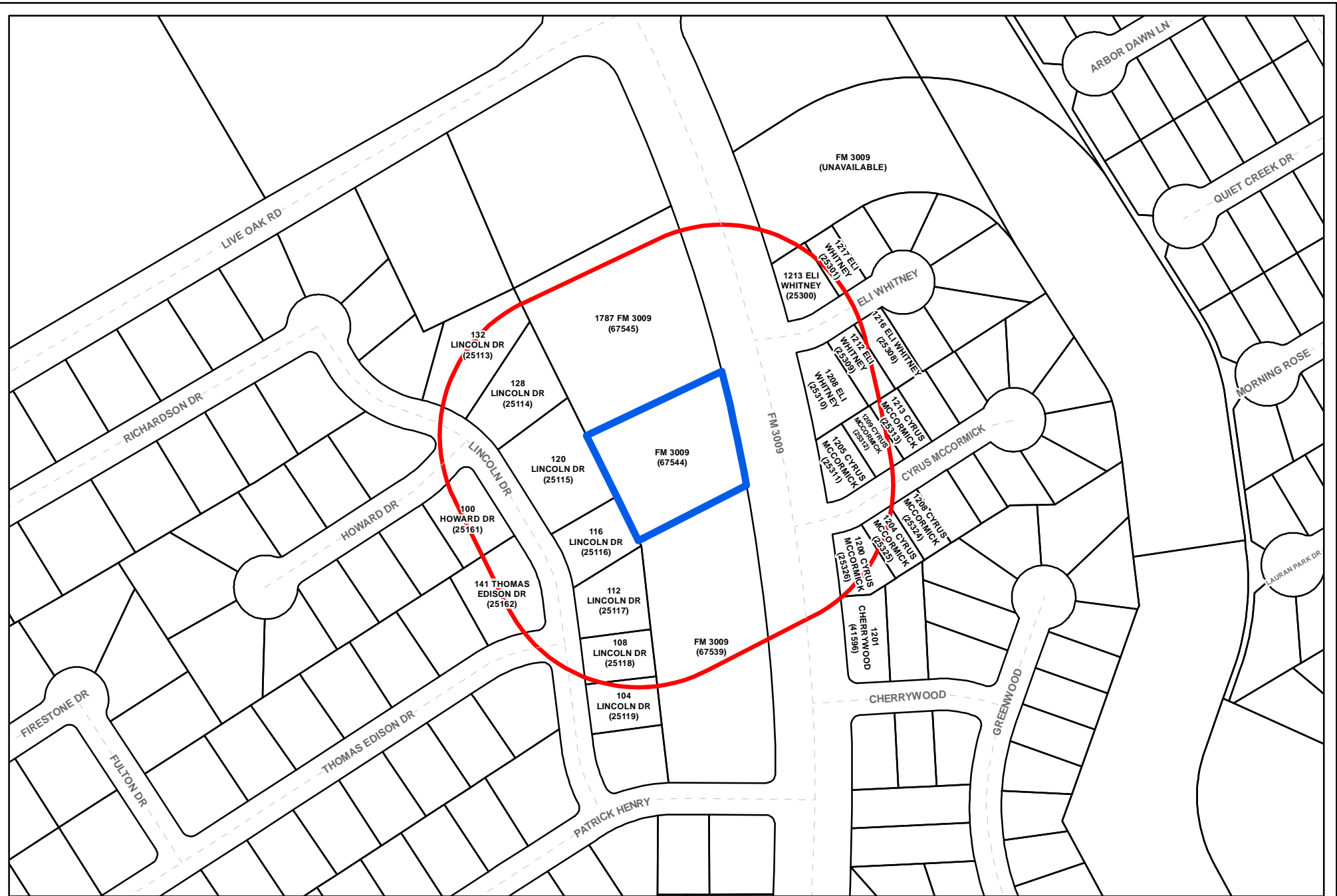


FM 3009 REZONE  
(PLZC20220213)

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

- |          |                            |
|----------|----------------------------|
| Hydrant  | 200' Buffer                |
| Manholes | Schertz Municipal Boundary |
|          | County Boundaries          |





# City of Schertz

## FM 3009 Rezone (PLZC20220213)



Project Area



200' Buffer



## Samuel Haas

---

**From:** Kim Roza PEREIRA <kimrozapereira@gmail.com>  
**Sent:** Wednesday, April 5, 2023 6:12 AM  
**To:** planning@schertz.com  
**Subject:** Request for PLZC20220213

4/5/23

I am opposed to Request for PLZC20220213.

We do not need more commercial, retail, food, or medical business built on FM3009. How many car washes, chicken joints do we need on our street. I have lived in Schertz for 6 1/2 years now and have seen so much development but I don't think it helps.

Traffic is horrible on FM 3009. Speeding cars and semi trucks. Trucks downshifting noise is increasing. Pulling off the street in the morning is awful and scary. Also, cutting down more green space doesn't help the environment. I used to be able to drive around and see many bluebonnets, not any more.

Thank you  
Kim Roza-Pereira  
1208 Cyrus McCormick  
Schertz TX

Reply Form

I am:  in favor of  opposed to  neutral to  the request for PLZC20220213

COMMENTS: causes more traffic and accidents  
NAME: William M. Gibbs SIGNATURE: [Signature]  
(PLEASE PRINT)

STREET ADDRESS: 1212 Eli Whitney  
DATE: 9-4-23

1400 Schertz Parkway

Schertz, Texas 78154

210.619.1000

schertz.com

**NOTICE OF PUBLIC HEARING**

March 29, 2023

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, April 12th, 2023**, at **6:00 p.m.** located at the Hal Baldwin Municipal Complex Courtroom, 1400 Schertz Parkway, Building #1, Schertz, Texas to consider and make recommendation on the following item:

**PLZC20220213** – A request to rezone approximately 1 acre of land from Single-Family Residential District (R-1) to Neighborhood Services District (NS), the property, listed as Parcel ID 67544, generally located approximately 600 feet to the south of the Live Oak Road and FM 3009 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Samuel Haas, Senior Planner, 1400 Schertz Parkway, Bldg.1 Schertz, Texas 78154 or by email at [planning@schertz.com](mailto:planning@schertz.com). If you have any questions, please feel free to call Samuel Haas, Senior Planner directly at (210) 619-1783.

Sincerely,



Samuel Haas  
Senior Planner

Reply Form

I am: in favor of  opposed to  neutral to  the request for **PLZC20220213**

COMMENTS: \_\_\_\_\_

NAME: LINDA DIETZ (PLEASE PRINT) SIGNATURE Linda Dietz

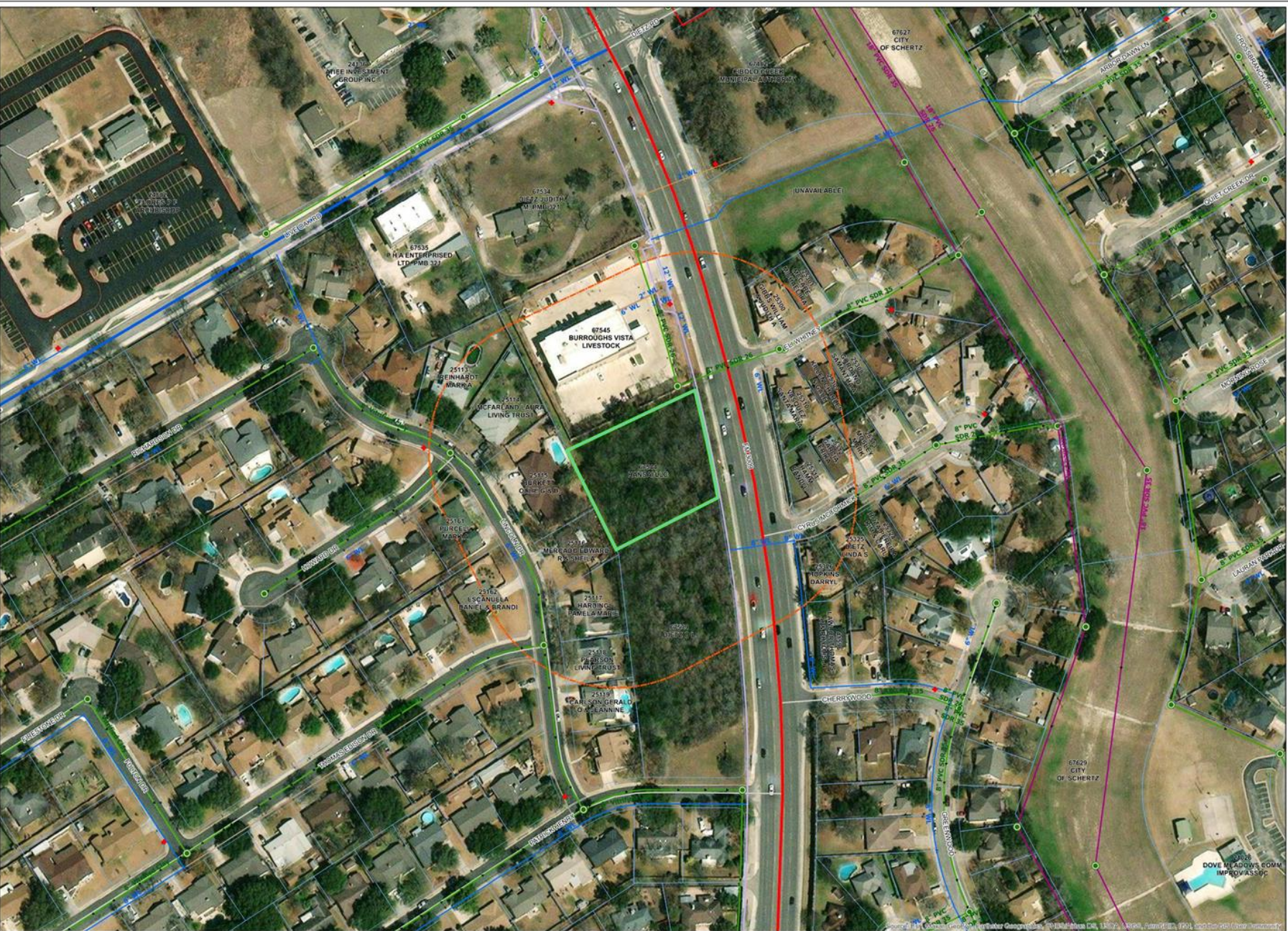
STREET ADDRESS: 1204 Cypress M<sup>e</sup> Cormick, Schertz 78154

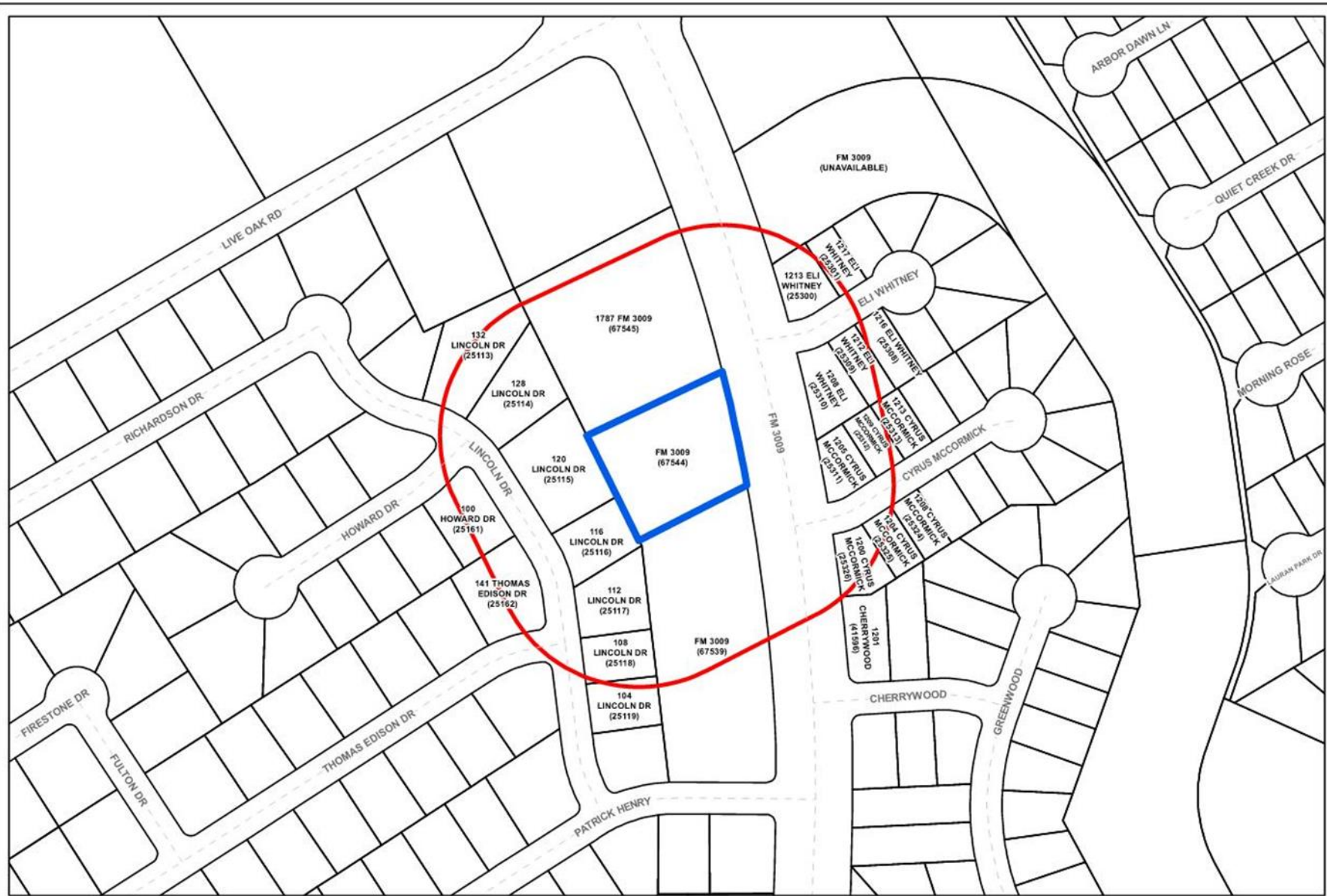
DATE: 4 April 2023

# Ord. 23-S-10

1 Acre Zone Change Request from Single-Family Residential District (R-1) to Neighborhood Services District (NS)

Samuel Haas | SENIOR PLANNER





- **March 30th**

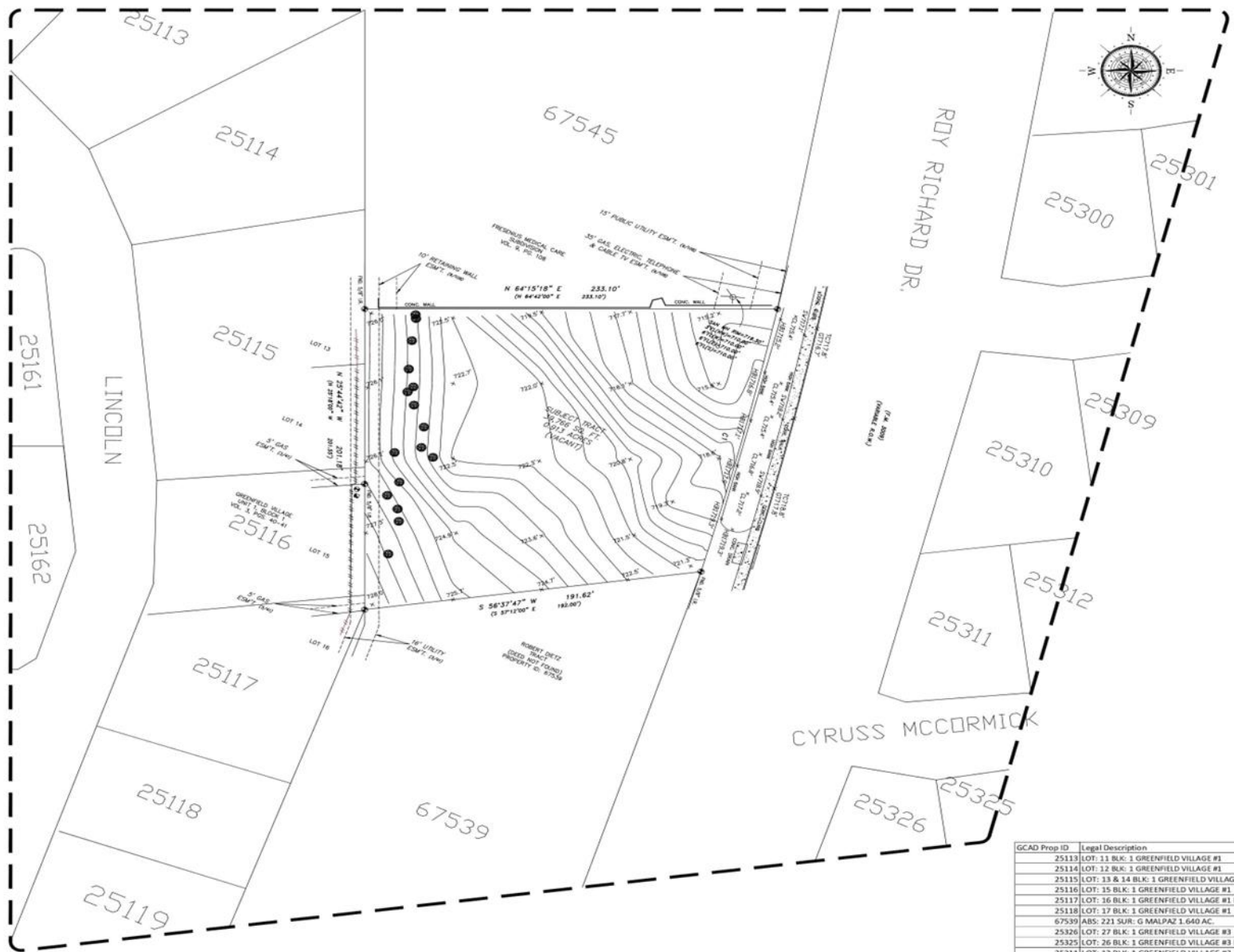
25 Public Hearing notices were sent & a notice sign was placed on the property.

A public hearing notice was published in the "San Antonio Express" on April 19, 2023

- **Responses Received as of April 26<sup>th</sup>, 2023**

3 Opposed





1 LOCATION MAP

PROPERTY: GENERALLY LOCATED ON FM 3009, SOUTH OF LIVE OAK RD, (GCAD 67544)  
 LEGAL DESCRIPTION: ABS 221 SUR : G PALPAZ 0.9200 AC  
 FEMA FLOODPLAIN:  
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 EXISTING ZONING ACREAGE: R-1 (0.913 ACRES)  
 REZONING DESIGNATION W/ ACREAGE: NS (0.913 ACRES)

SURVEYOR:  
 JORGE LUIS TREVINO  
 5450 NW CENTRAL DR.  
 SUITE 123  
 HOUSTON, TX 77092  
 832-721-0595

OWNER/APPLICANT  
 HANSAI, LLC  
 12410 TOPPERWEIN RD.  
 LIVE OAK, TX 78233

ZONING EXHIBIT OF  
 FM 3009 MEDICAL OFFICE

PROPERTIES IN THE 200' NOTIFICATION AREA

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25311	LOT: 12 BLK: 1 GREENFIELD VILLAGE #3	RANDI L HAMM	1201 BRADDOCK PL APT 708 ALEXANDRIA, VA 22314	GH Garden Home
25312	LOT: 13 BLK: 1 GREENFIELD VILLAGE #3	ERIKA GARCIA	1209 CYRUS MCCORMICK SCHERTZ, TX 78154	GH Garden Home
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25309	LOT: 10 BLK: 1 GREENFIELD VILLAGE #3	CHARLES & GALE KILLEN	1212 ELI WHITNEY SCHERTZ, TX 78154	GH Garden Home
25300	LOT: 1 BLK: 1 GREENFIELD VILLAGE #3	WILLIAM & JUDITH A GIBBS	1213 ELI WHITNEY SCHERTZ, TX 78154	GH Garden Home
25301	LOT: 2 BLK: 1 GREENFIELD VILLAGE #3	MICHAEL IRA MCCABE	21110 FOREST WATERS CIRCLE GARDEN RIDGE, TX 78266	GH Garden Home
67545	FRESENIUS MEDICAL CARE AKA 1.498 ACS. FKA ABS: 221 SUR: G MALPAZ	BURROUGHS VISTA LIVESTOCK	22327 E MONTE VISTA AVENUE DENAIR, CA 95316	GP Office and Professional

**ANLARR**  
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**PROJECT NUMBER:**  
**DATE ISSUED:**

**LEGAL DESCRIPTION**  
 PROPERTY: GENERALLY LOCATED ON FM 3009, SOUTH OF LIVE OAK RD, (GCAD 67544)  
 LEGAL DESCRIPTION: ABS 221 SUR : G PALPAZ 0.9200 AC  
 TOTAL GROSS ACREAGE: 0.913 ACRES  
 EXISTING ZONING ACREAGE: R-1 (0.913 ACRES)  
 REZONING DESIGNATION W/ ACREAGE: NS (0.913 ACRES)

**ZONING EXHIBIT**  
**FM 3009 MEDICAL OFFICE**  
**SCHERTZ**

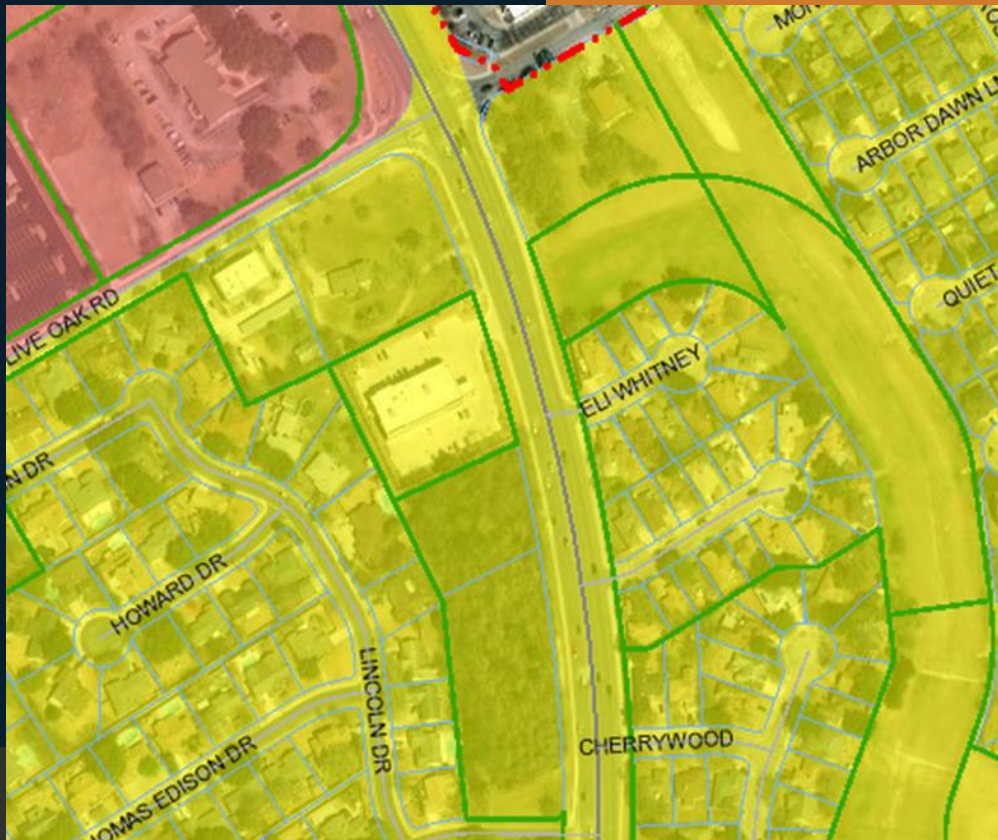
# Proposed Rezone (1 ac)

- **Current Zoning is Single Family Residential District (R-1)**
- **Proposed Zoning is Neighborhood Services District (NS)**
- **Neighborhood Services District (NS) allows for light commercial uses**
- **Per applicant Letter of Intent – proposed development will be a medical office with pharmaceutical drive-thru**

# Staff Analysis

## Comp Plan Conformance:

- The current land use designation of the property is Single-Family Residential. The Single-Family Residential designation may have limited commercial development to support daily activities. The proposed zone change to Neighborhood Services District (NS) would conform to the land use designation as the light-intensity commercial activities permitted within the district align with the Comprehensive Plan.
- The FM 3009 corridor has a variety of land uses and zoning designations. Directly adjacent, north of the property is Fresenius Medical Care which is another medical office building, This development would supplement the existing medical office uses in the area.



# Recommendation

- **Staff Recommendation:**  
Staff recommends approval of the request to rezone approximately 1 acre of land from Single-Family Residential District (R-1) to Neighborhood Services District (NS), based on the compatibility with the Comprehensive Land Use Plan, and the compatibility with existing land uses in the area.
- **Planning and Zoning Commission Recommendation:**  
The Schertz Planning and Zoning Commission met on April 12, 2023, and voted to recommend that the City Council approve the proposed zone change as presented with a 5-0 vote.

# COMMENTS & QUESTIONS