



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
July 18, 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, JULY 18, 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 Whittaker)

Employee Recognition-Milestone Service Pin

- Daniel Pequeno, Drainage Worker II, 25 Years of Service
- Kirk Timke, Fire Battalion Chief, 35 Years of Service

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 meeting minutes of July 11, 2023. (S.Edmondson/S.Courney)
2. **Appointment, Reappointment and Resignations on Boards, Commissions and Committees**
 - Tricia Whitman-appointment to the Schertz Historical Preservation Committee
3. **Resolution 23-R-64** - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution authorizing a Schertz Main Street Local Flavor Grant for 409 Main Street. (S.Williams/B.James)
4. **Resolution 23-R-61** - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution authorizing expenditures in an amount not to exceed \$65,000 with National Tank & Equipment for the purchase of a mobile bypass pump. (B.James/L.Busch)
5. **Resolution 23-R-57**- Consideration and /or action by the City Council of the City of Schertz, Texas, approving a resolution authorizing the City Manager to enter into an agreement with R. Donovan Butter, D.O. for EMS Medical Direction. (S.Williams/J.Mabbitt)
6. **Resolution 23-R-58** – Consideration and/or action by the City Council of the City of Schertz, Texas, approving a resolution authorizing the City Manager to enter into Interlocal Agreements with multiple Governmental entities for the provision of Emergency Medical Services. (S.Williams/J.Mabbitt)
7. **Resolution 23-R-59** - Consideration and /or action by the City Council of the City of Schertz, Texas, approving a resolution authorizing the City Manager to enter into an agreement with Guadalupe County for ambulance services. (S.Williams/J.Mabbitt)

8. **Resolution 23-R-60** - Consideration and /or action by the City Council of the City of Schertz, Texas, approving a resolution authorizing the City Manager to enter into Interlocal agreements for allocation of Emergency Medical Services and for mutual aid agreements. (S.Williams/J.Mabbitt)
9. **Resolution 23-R-62** - Consideration and/or action by the City Council of the City of Schertz, Texas, approving a resolution authorizing the City Manager to submit a Local Parks Grant application, and accept grant funds if awarded, from the Texas Parks & Wildlife Department Outdoor Recreation Grants Program for future development of the Hilltop/Homestead Park. (S.Gonzalez/L.Shrum)
10. **Resolution 23-R-63** - Consideration and/or action by the City Council of the City of Schertz, Texas, approving a resolution authorizing a roadway capital recovery offset agreement with Scrappy Development, LLC for Parklands II. (S.Williams/B.James)

Discussion and Action Items

Public Hearings

11. **Ordinance 23-S-14** - Conduct a public hearing and 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 Comal County Property Identification Number 377261 and Guadalupe County Property Identification 63833, City of Schertz, Comal County and Guadalupe County, Texas. ***First Reading*** (B.James/L.Wood/E.Delgado)

Workshop

12. Workshop: Discussion on the format of the New Year's Eve in the Park event (S.Gonzalez/L.Shrum/C.Paddock)

Closed Session

13. The City will meet in Closed Session under Section 551.074 of the Texas Government Code, Personnel Matters, to conduct a 6-month evaluation of and deliberate on the City Manager's reorganization of departments, staff, and resources in accordance with, and including, the City Manager's contract, and other matters in connection therewith.

Reconvene into Regular Session

14. Take any action based on discussion held in Closed Session under Agenda Item #13.

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 14TH DAY OF JULY 2023 AT 4:15 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

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

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

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

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

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

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

CITY COUNCIL MEMORANDUM

City Council Meeting: July 18, 2023
Department: City Secretary
Employee Recognition-Milestone Service Pin

Subject:

- Daniel Pequeno, Drainage Worker II, 25 Years of Service
- Kirk Timke, Fire Battalion Chief, 35 Years of Service

BACKGROUND

GOAL

COMMUNITY BENEFIT

SUMMARY OF RECOMMENDED ACTION

RECOMMENDATION

Attachments

Milestone PowerPoint

Milestone Service Pin

Presentation

City Council

July 18, 2023

Daniel Pequeno

Drainage Worker II



**Image
Coming
Soon**

25 Years of Service

Joined the City of Schertz Team

May 11, 2003

Kirk Timke

Fire Battalion Chief



**Image
Coming
Soon**

35 Years of Service

Joined³ the City of Schertz Team

June 22, 2003

CITY COUNCIL MEMORANDUM

City Council Meeting: July 18, 2023
Department: City Secretary
Subject: Minutes - Consideration and/or action regarding the approval of the regular meeting minutes of July 11, 2023. (S.Edmondson/S.Courney)

Attachments

07-11-2023 Minutes

DRAFT

MINUTES REGULAR MEETING July 11, 2023

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on July 11, 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 David Scagliola

Absent: Councilmember Michael Dahle; Councilmember Allison Heyward

Staff present: City Manager Steve Williams; Deputy City Manager Brian James; Assistant City Manager Sarah Gonzalez; 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 Davis)

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

Employee Introductions

Mayor Gutierrez recognized City Department Heads who introduced new staff:

- I.T.: Andrew Conley-Senior Systems Administrator; Venny Nunez-I.T. Support Specialist
- Utility Billing: Tommy Perez-Utility Billing Clerk

City Events and Announcements

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

Mayor Gutierrez recognized Assistant City Manager Sarah Gonzalez who provided the following:

Thursday, July 13

Glow Party

8:00 p.m. - 9:00 p.m.

Rhine Valley Park

Saturday, July 15

Float & Flick in the Park - "Jungle Cruise"

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

Pickrell Park

Tuesday, July 18

Next Regular City Council Meeting

Council Chambers

6:00 p.m.

- Announcements and recognitions by the City Manager (S. Williams)
Mayor Gutierrez recognized City Manager Steve Williams who provided the following:

Teen Police Academy - held June 19 - 23, 2023. Run by Officer Anna Kraft, 14 teens learned about driving safety, internet safety, crime scene investigation, toured the fire department, and learned how to become a police officer.

July 4th Jubilee

Parade was a resounding success. 3,500 attendees lined the streets along the parade route to watch City officials and 72 entrants, a total of 1,200 people, greet them. Entries were judged, and award winners are as follows:

Municipal Entries

1st Place - Wreaths Across America

2nd Place - Schertz Historic Preservation Committee

3rd Place - Councilman Joel Hicks, City of Cibolo

Business Entries

1st Place - Shops at the Mill

2nd Place - HEB

3rd Place - Joonbug Pest Control

Nonprofit/Individual Entries

1st Place - Off the Pavement Adventures

2nd Place - BSC Cub Scouts Pack #51

3rd Place - Klassich VDubs

5K Freedom Run had 309 participants.

Fireworks in the Park - 16 local food trucks, activities, carnival, live music provided by Groove Knight and fireworks were enjoyed by approximately 8,000 attendees. Additionally, there were 300 people in attendance at the Float & Fireworks at Pickrell Park Pool.

City Manager Williams thanked the Jubilee Sponsors - HEB, Caterpillar, Slim Chickens, and Schertz/Cibolo Emergency Clinic and conveyed kudos to the staff for making it a successful event.

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

Mayor Gutierrez conveyed kudos to the staff and vendors for the work in creating such a successful event. He thanked the sponsors who made the event possible. Mayor Gutierrez also expressed thanks to all the volunteers who helped with PROJECT FLAGLINE.

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:

Wyatt Agee, 9375 Corporate Drive, Selma, spoke as a participant of The Chamber CORE Leadership Program, thanking Council, City Manager Steve Williams, and Assistant Manager Gonzalez for their support of the program.

Richard Maus, 3434 Wimbledon Dr., Schertz, who spoke about the City of Schertz Unified Development Code. He referenced the book "12 Rules for Life: An Antidote to Chaos." He stated that one of the first indications of chaos is frustration that leads to anger. In his observation regarding the zoning change for the Villas at Bluebonnet Ridge there has been very little order. As of July 7th, there were 67 responses to the public notice for the Villas of which 66 opposed and one was in favor showing the current PDD is less popular than the last one.

Lynn Yeamans, 3509 Charleston Ln., Cibolo, a resident of Northcliffe, spoke regarding the annexation of the neighborhood into the City of Schertz. Promises to improve sidewalks and streets did not come to fruition. Except for services provided by the Fire and EMS Departments, who have provided excellent service, she feels like a stepchild. The city's lack of follow through on previous promises and support for maintaining the former golf course have added to her frustration and negative feelings toward the City of Schertz. She requests Council re-evaluate the actions taken that affect their area and treat them like real homeowners and property owners of the City of Schertz.

Consent Agenda Items

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

1. **Minutes** - Consideration and/or action regarding the approval of the regular meeting minutes of June 20, 2023. (S.Edmondson/S.Courney)
2. **Appointment, Reappointment and Resignations on Boards, Commissions and Committees** - The Interview Committee met on June 22, 2023, to review applications for appointment and reappointment, and conduct interviews for the Board of Adjustment, Planning and Zoning Commission, Library Advisory Board, and Schertz Historical Preservation Committee. (S.Edmondson)
3. **Resolution 23-R-10** - Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas, authorizing a ninth amendment to the interlocal agreement with the Alamo Area Council of Governments (AACOG) to provide funding in the amount of \$42,666.00 for transit services in the City of Schertz. (S. Williams/B. James)
4. **Resolution 23-R-56** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a Task Order Agreement Modification to the Task Order with Halff Associates, adding design tasks and increasing the not to exceed amount to \$511,000.00 for the Lookout Road Reconstruction Project. (B. James/J. Nowak)

Mayor Gutierrez asked for a motion to approve Consent Agenda Items #1 - 4.

Moved by Councilmember Jill Whittaker, seconded by Councilmember Michelle Watson

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

Passed

Discussion and/or Action

5. Discussion and/or Action on Electronic Voting. (Mayor/Scagliola)

Mayor Gutierrez recognized Councilmember Scagliola who opened the discussion on the electronic voting system. Councilmember Scagliola would prefer a verbal vote or have the voting displayed on the screen as the vote is occurring, not published after everyone has voted. Councilmember Scagliola expressed concerns that changing the voting mechanism from verbal to electronic might violate the City Charter and/or Council Rules and Procedures. Councilmember Scagliola referenced section 9 of the Rules and Procedures stating that 'voting matters shall be by roll call and the Ayes and Nays shall be recorded in the minutes.'

Mayor Gutierrez stated that the use of the electronic voting system does not violate the process for voting as listed in the City Charter and Council Rules and Procedures.

Mayor Gutierrez reminded Council that the roll call confirmation was not done at the time of the vote whereas the new system allows individuals to freeze the vote screen to see how individuals have voted when viewing on YouTube making it much more transparent.

Mayor Gutierrez then opened the floor to Council for discussion.

Councilmembers Brown and Whittaker conveyed support for the electronic voting system as is.

Mayor Gutierrez asked for a motion.

A motion to use the current voting system and confirmation system as it is was

Moved by Councilmember Jill Whittaker, seconded by Councilmember Michelle Watson

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

NAY: Councilmember David Scagliola

Passed

6. **Resolution 23-R-55**– Consideration and/or action by the City Council of the City of Schertz, Texas, approving a Resolution calling for the November 7, 2023, City of Schertz Joint General Election with Comal County, Bexar County and Guadalupe County and making a provision for the conduct of the election; authorizing contracts with the County Clerk of Comal County and the Election Administrators of Bexar and Guadalupe Counties to conduct this election and authorizing these elections to be held as Joint Elections. (Mayor/S.Edmondson)

Mayor Gutierrez recognized City Secretary Sheila Edmondson who presented information regarding the Joint General Election to be held November 7, 2023. City Council Places 3, 4, and 5 will be on the ballot for this election. She provided the estimated cost of \$45,000 for the General Election with the inclusion of costs for a possible run-off. Ms. Edmondson also provided the status of contracts with the respective county election officials. She advised Council that Guadalupe County Election Officials will be using the City of Schertz Community Center as their home base for early voting as well as election day voting due to renovations at the Guadalupe County Offices on Elbel Drive.

Mayor Gutierrez opened the floor to Council for discussion. No discussion occurred.

Mayor Gutierrez asked for a motion to approve Resolution 23-R-55.

Moved by Councilmember Mark Davis, seconded by Mayor Pro-Tem Tim Brown

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

Passed

7. Special Announcement: Charter Review (Mayor/S.Edmondson)
Mayor Gutierrez advised Council and residents that a Charter Review will be called for by Resolution at the August 15, 2023, Regular City Council meeting. Council was asked to send recommendations for individuals to serve on the Charter Review Committee to City Secretary Sheila Edmondson no later than August 8, 2023. He asked residents interested in serving on the committee to contact him or a member of the Council for consideration.

Public Hearings

8. **Ordinance 23-S-13** - Conduct a public hearing and/or action on amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC) to Article 5, Section 21.8.5 Permitted Use Table, and Article 16 Definitions. (*First Reading* B.James, L.Wood, S.Haas)

Mayor Gutierrez recognized Samuel Haas, Sr. City Planner. Mr. Haas explained the reasoning behind the amendments to Part III of the Schertz Code of Ordinances, Unified Development Code to Article 5, Section 21.8.5 Permitted Use Table, and Article 16 Definitions are based interest in the city for energy-based land uses specifically solar and battery storage. Staff found language in the Unified Development Codes of neighboring municipalities and determined to maintain competitiveness in this field amendments to the City of Schertz's UDC were needed. On May 24, 2023, the Planning and Zoning Committee approved the amendments with some adjustments. The addition of the amendments, necessitated definitions of Solar Energy, Solar/Photovoltaic Facility, and Power Storage System in Article 16. The recommended adjustments from Planning and Zoning Commission were to allow such uses in the Public Use District (PUB) with a Specific Use Permit because these areas are spread throughout the City and need to be considered on a case-by-case basis.

Staff have determined that power storage and solar energy production have less adverse impacts on surrounding properties as other forms of energy-based land uses and believe that M1 and M2 zoning districts would be appropriate, therefore Staff recommends approval of the amendments to the UDC as proposed and discussed.

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

Mayor Gutierrez opened the floor to Council for discussion.

Councilmember Scagliola asked if the City had been approached by anyone about Wind energy. Mr. Haas responded with not at this time.

Mayor Pro-Tem asked if approval from JBSA Randolph had been received. Deputy City Manager Brian James responded that Randolph would probably have issues with wind turbines due to the height slope standard which the City has a regulation in place. The only issue communicated to the City with solar is reflectivity and there are regulations in place for that as well.

Mayor Gutierrez expressed additional concerns with the placement near JBSA Randolph.

Councilmember Davis stated he doesn't see an issue with military installations. Lackland and McGuire (NJ) have solar panels.

Mayor Gutierrez asked for a motion to approve Ordinance 23-S-13.

Moved by Councilmember David Scagliola, seconded by Councilmember Jill Whittaker

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

Passed

Information available in City Council Packets - NO DISCUSSION TO OCCUR

9. **Monthly Update** - FY 2022-23 Approved Expanded Programs (S. Williams/S. Gonzalez)
10. **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
No requests were made by the Mayor or Councilmembers for updates or information from Staff.
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
No requests were made by the Mayor or Councilmembers to place items or presentations on a future City Council agenda.
- Announcements by Mayor and Councilmembers

- City and Community Events attended and to be attended
 - Mayor Pro-Tem Brown - attended the 4th of July Jubilee Parade. Kudos to the staff and volunteers for a great job and recognition of the work and effort that went into it.
 - Councilmember Davis - attended the 4th of July Jubilee Parade. Expressed his thanks to the staff for a great event with the Jubilee. Attempted the TIRZ II meeting today which failed to make a quorum.
 - Councilmember Watson - attended the 4th of July Jubilee Parade. Expressed thanks to all the volunteers for the work. It was a great festival.
 - Councilmember Whittaker - attended the 4th of July Jubilee Parade.
 - Councilmember Scagliola - attended the 4th of July Jubilee Parade and event at Pickrell Park. Stated the event was wonderful.

- City Council Committee and Liaison Assignments (see assignments below)

- Continuing Education Events attended and to be attended
 No Continuing Education Events attended or to be attended were announced.

- Recognition of actions by City Employees
 No recognition of actions by City Employees was given.

- Recognition of actions by Community Volunteers
 No recognition of actions by Community Volunteers was given.

Adjournment

Mayor Gutierrez adjourned the meeting at 6:49 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: July 18, 2023
Department: City Secretary
Subject: Appointment, Reappointment and Resignations on Boards, Commissions and Committees

- **Tricia Whitman-appointment to the Schertz Historical Preservation Committee**

BACKGROUND

Ms. Tricia Whitman submitted an application to be appointed to the Schertz Historical Preservation Committee (SHPC).

Her application was sent to Dr. Miguel Vasquez, SHPC Chair. Following his review the application was forwarded to the Interview Committee with his recommendation.

Chair Jill Whittaker reviewed the application and responses from the Interview Committee.

Interview Committee recommends Tricia Whitman be appointed to the Schertz Historical Preservation Committee.

CITY COUNCIL MEMORANDUM

City Council Meeting: July 18, 2023
Department: Executive Team
Subject: Resolution 23-R-64 - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution authorizing a Schertz Main Street Local Flavor Grant for 409 Main Street. (S.Williams/B.James)

BACKGROUND

The owner of the new business at 409 Main, Bar 1899, is requesting a Main Street Local Flavor Grant for new signage. The applicant is proposing a pole sign that is 4' x 8' as allowed by City code. The property has received \$22,030.53 in grants to date and is eligible for up to \$40,000. The signage grant is capped at up to \$5,000.

GOAL

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

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 23-R-64 authorizing a Main Street Local Flavor Grant for 409 main for signage, up to \$5,000.

FISCAL IMPACT

Up to \$5,000 for this grant. Currently, the City has \$34,519.53 in grants outstanding - that have been approved but not yet paid.

RECOMMENDATION

Approval of Resolution 23-R-64.

Attachments

Res 23 R 64 w attachments

RESOLUTION NO. 23-R-64

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING A REQUEST FOR A SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT GRANT FOR 409 MAIN STREET IN THE CITY OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH

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

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

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

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

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

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

WHEREAS, staff is in support of this program and recommended approval of the grant request for 409 Main Street for up to \$5,000;

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

Section 1. The City Council hereby approves the Schertz Main Street Local Flavor Economic Development Grant request for 409 Main Street subject to the approved criteria of the program and execution of a funding agreement generally as outlined in Exhibit "A".

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

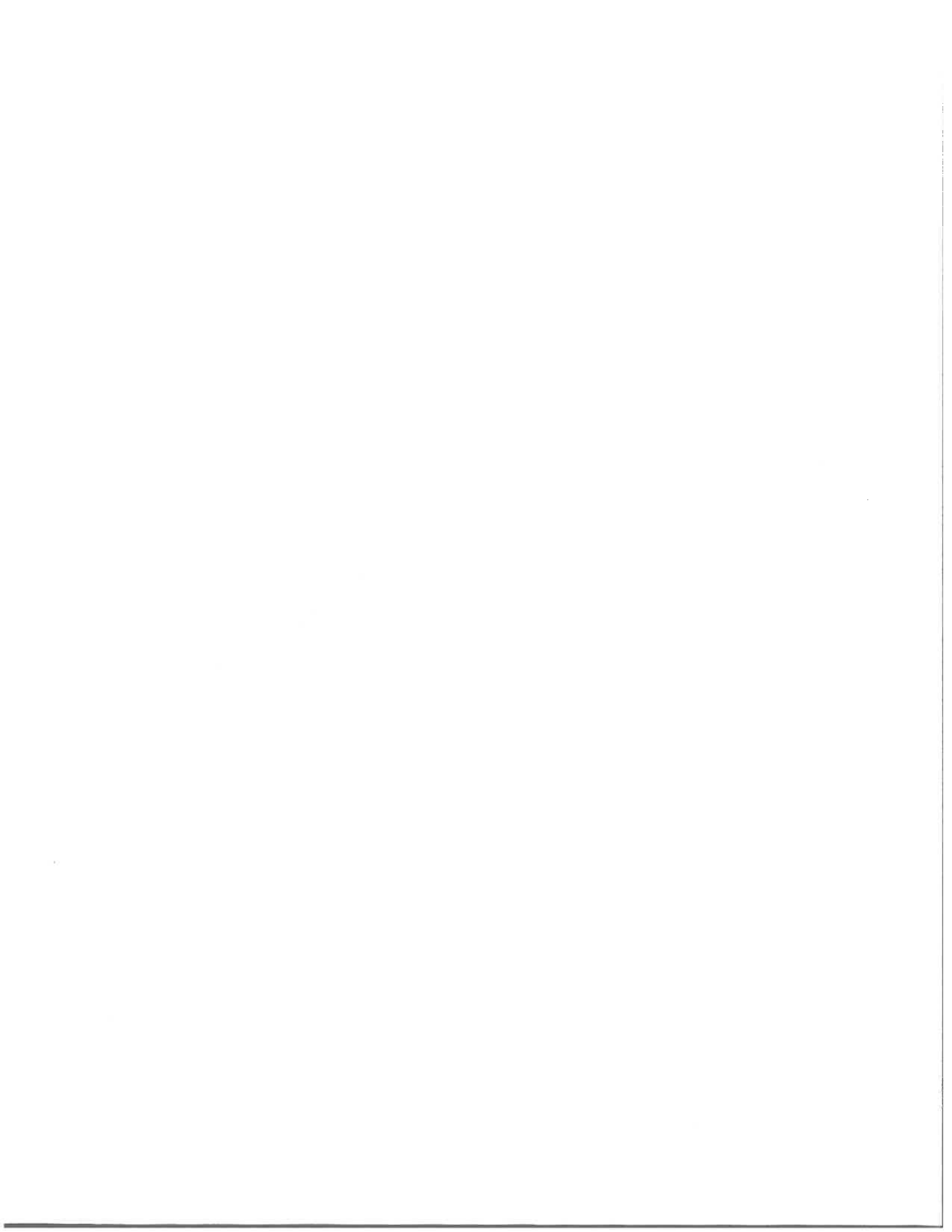
Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

Exhibit A



STATE OF TEXAS §
 §
COUNTY OF BEXAR §

**SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM
FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND
SANDERS & RAMIREZ, LLC and JOE, FRANCES, AND JOLEAN HUERTA FOR
EXPENDITURE OF LOCAL FLAVOR GRANT FUNDS**

This Local Flavor Development Program Funding Agreement (AGREEMENT) is made and entered into by and between the City of Schertz, Texas (CITY) and Sanders & Ramirez, LLC (the “TENANT”) and, Joe, Frances and Jolean Huerta (the “OWNER”), collectively referred to as the (ENTITY).

WHEREAS, the TENANT has developed a proposal to make improvements to signage to 409 Main (the “Project”); and

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

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

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

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

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

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

WHEREAS, the City Council of the City of Schertz desires to provide funds to Sanders & Ramirez, LLC (TENANT).

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

GENERAL PROVISIONS

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

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

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

Section 4. Authorization of Payment. Subject to the TENANT'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the TENANT up to fifty percent (50%) of the Project. The Project is estimated to be over \$19,000.00 and fifty percent of which for signage is capped at \$5,000.00 of grant money for which the project is eligible. Payment(s) will be made within forty-five (45) days of acceptance of the complete Post Event Report. Partial or incomplete reports will not be accepted. Only expenditures that meet Chapter 351 of the Tax Code and this AGREEMENT shall be reimbursed.

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

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

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

Section 8. Indemnification. The ENTITY agrees to defend, indemnify and hold harmless the CITY, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ENTITY'S breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or

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

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

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

to the CITY at:

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

To: Sanders & Ramirez
Attention: Alberto Ramirez and Elizabeth Sotelo
409 Main Street
Schertz, Texas 78154

To Joe, Frances and Jolean Huerta at:
Attention: Joe Huerta
409 Main
Schertz, Texas 78154

MISCELLANEOUS

Section 11. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this

AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

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

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

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

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

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

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

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

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

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this _____ day of _____, 2023.

CITY OF SCHERTZ, TEXAS

City Manager

ATTEST:

City Secretary

Entity

Sanders & Ramirez, LLC

Owners

Joe Huerta

Frances Huerta

Jolean Huerta

EXHIBIT A

[Describe the project to be performed]



Thank you,
Elizabeth Sotelo
Bar 1899

CITY COUNCIL MEMORANDUM

City Council Meeting: July 18, 2023
Department: Public Works
Subject: Resolution 23-R-61 - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution authorizing expenditures in an amount not to exceed \$65,000 with National Tank & Equipment for the purchase of a mobile bypass pump. (B.James/L.Busch)

BACKGROUND

The Public Works Department requested to purchase a mobile bypass pump as an expanded program item to keep the sewer system operational if there is a failure within the collection system. City Council approved Ordinance No. 22-T-30, adopting the budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

This purchase is being done via the Group Purchasing Cooperative Contract: BuyBoard 646-21 which was awarded July 2021 and is valid through June 2024. In accordance with Texas Government Code §§ 791.001, participation in cooperative purchasing allows the City to enjoy efficiencies and cost savings, while complying with State bidding requirements. Currently, we have a quote of \$58,085; however we anticipate some potential increases in cost for additional appurtenances, safety features, and SCADA integration components that may increase the final cost, but will not exceed \$65,000.

GOAL

To authorize the City Manager to purchase a mobile bypass pump which will exceed \$50,000 and per city policy requires approval from the City Council.

COMMUNITY BENEFIT

Having a mobile bypass pump will enable Public Works Department to more efficiently and effectively respond to sewer and lift station maintenance and emergencies. Due to the current economy and supply chain issues, having a mobile bypass pump will provide the means to continue sewer service while parts are sourced to make repairs.

SUMMARY OF RECOMMENDED ACTION

To authorize the City Manager to purchase a mobile bypass pump which will not exceed \$65,000.

FISCAL IMPACT

Funding for the purchase of a mobile bypass pump through this expanded program was approved in the 2022-2023 annual water & sewer fund budget.

RECOMMENDATION

Staff recommends City Council approve Resolution No. 23-R-61 authorizing expenditures in an amount not to exceed \$65,000 with National Tank & Equipment for the purchase of a mobile bypass pump.

Attachments

Resolution 23-R-61

RESOLUTION NO. 23-R-61

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES IN AN AMOUNT NOT TO EXCEED \$65,000 WITH NATIONAL TANK & EQUIPMENT FOR THE PURCHASE OF A MOBILE BYPASS PUMP.

WHEREAS, the Schertz Public Works Department has a need to purchase a mobile bypass pump for the use of sewer and lift station maintenance and emergencies; and

WHEREAS, City Staff has done due diligence in researching what vehicle best fits the needs of the department, to obtain the best pricing and to provide the best quality of vehicles; and

WHEREAS, the Schertz Public Works Department has chosen National Tank & Equipment, a BuyBoard National Purchasing Cooperative vendor, for the purchase of this equipment; and

WHEREAS, the BuyBoard National Purchasing Cooperative is a national online purchasing cooperative formed between the National School Boards Association and several state school boards associations, developed to comply with state laws which require government entities to make purchases through a competitive procurement process; and

WHEREAS, BuyBoard gives public entities the advantage of leveraging the cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based shopping and ordering; and

WHEREAS, purchases under the cooperative programs meet the requirements under the Texas Local Government Purchasing Code rule for cooperative purchases as adopted by the City of Schertz Resolution 11-R-41 on August 30, 2011 amending the City's purchasing policy; and

WHEREAS, the City of Schertz will fund the purchase of a mobile bypass pump through this expanded program approved in the 2022-2023 annual water administration fund budget.

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

Section 1. The City Council hereby authorizes the purchase of a mobile bypass pump not to exceed the amount of sixty-five thousand dollars (\$65,000.00) during the FY 2022-2023.

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: July 18, 2023
Department: Emergency Medical Services
Subject: Resolution 23-R-57- Consideration and /or action by the City Council of the City of Schertz, Texas, approving a resolution authorizing the City Manager to enter into an agreement with R. Donovan Butter, D.O. for EMS Medical Direction. (S.Williams/J.Mabbitt)

BACKGROUND

Schertz Emergency Medical Services provides regional ambulance transportation to the communities of Schertz, Cibolo, Live Oak, Marion, Santa Clara, Selma and Universal City. We also serve the western portion of Guadalupe County, Comal County ESD # 6 (which includes the City of Garden Ridge, Bracken community and the areas along F.M. 3009 to State Highway 46) and JBSA-Randolph AFB.

Emergency Medical Services (EMS) personnel are required to work under the direction and license of a qualified Medical Director. The Medical Director reviews medical procedures, writes medical protocols and serves as oversight for the prescribed patient care to ensure that the treatment is appropriate.

Dr. Butter has been the EMS Medical Director since September 9, 1993 when he was appointed by Mayor Sawyer. It was a unanimous vote by Councilmembers Joe Potempa, Hal Baldwin, Mary March and Ken Greenwald.

The duties of a Medical Director are extensive and the ultimate responsibility for the skills and care provided by the medics in our service rest on the EMS Medical Director.

The agreement includes a 13-month initial term through September 30, 2024 with the option to renew for three (3) additional terms of one (1) year each unless terminated as provided for in this agreement.

GOAL

The Department of State Health Services (DSHS) requires EMS agencies to have a medical director to allow medics to treat patients with medical protocols that he approves and authorizes.

COMMUNITY BENEFIT

To continue providing EMS services to the community who we serve.

SUMMARY OF RECOMMENDED ACTION

Approval of the agreement will allow the EMS department to continue operating in our service area.

FISCAL IMPACT

The EMS department intends to pay Dr. Butter from the approved budget not to exceed \$57,000 per fiscal year. We have included several new requirements to include specifying the number of hours of contact time Dr. Butter will be spending in the EMS department, attending meetings and serving as our Regional Infection Control Officer (RICO) which is required by DSHS - EMS previously contracted a 3rd party for these services.

RECOMMENDATION

Approve the resolution and authorize the City Manager to enter into an agreement with R. Donovan Butter, D. O. for EMS Medical Director Services.

Attachments

Agreement

Resolution 23-R-57

EMS Medical Director Agreement

This Medical Director Agreement (this "Agreement") is between the City of Schertz, Texas (the "City") and R. Donovan Butter, D.O. (the "Medical Director").

Recitals

WHEREAS, the City of Schertz EMS provides ambulance services to the surrounding communities and emergency services districts; and

WHEREAS, a Medical Director is required for an EMS agency per Texas Administrative Code, Title 25, Part 1, Chapter 157; and

WHEREAS, the State of Texas recognizes EMS as a physician-led medical practice with delegated practice to certified EMS providers; and

WHEREAS, the delegation of practice to EMS providers requires appropriate oversight to ensure quality of care and the safety of patients cared for within the practice; and

WHEREAS, the City has determined that this agreement should facilitate the maintenance of quality services to patients served by the Department and in increasing the administrative and management efficiency of the department; and

WHEREAS, the Medical Director is willing to enter into this agreement and undertake the responsibility of providing the medical director services required by the City in accordance with recognized medical standards and upon the terms and conditions set forth herein; and

WHEREAS, the Medical Director is experienced in the performance of the duties of medical director of an emergency medical services department.

Now, Therefore, in consideration of the mutual promises of the parties hereto, and of the covenants and conditions hereinafter expressed, the parties hereby agree and covenant, each with the other, as follows:

1. Medical Director's Representations and Warranties

The Medical Director hereby represents and warrants to the City as follows:

1.1 **Licensure.** The Medical Director is and at all times during the term hereof shall remain, duly licensed and in good standing under the laws of the State of Texas to engage in the unrestricted practice of medicine and to administer and prescribe controlled substances. The Medical Director represents and warrants that his license to practice medicine and certificate to prescribe controlled substances in the State of Texas or in any other jurisdiction has never been denied, terminated suspended, probated, revoked voluntarily relinquished under threat of disciplinary action, or restricted in any way.

1.2 **Disclosure and Notice.** The Medical Director shall immediately notify the City in writing in the event that the representation concerning the Medical Director set forth in this

Agreement within the knowledge of the Medical Director is no longer true, correct, or complete. The Medical Director agrees to notify the City in writing within five (5) calendar days of the receipt of notice of the commencement of any investigation into (or regulatory action involving) his practice or concerning his or her medical license by the State of Texas Board of Medical Examiners, the Texas Attorney General, the Office of Inspector General, the United States Justice Department, or any entity of Federal State, or Local Government.

2. Medical Director's Obligations

2.1 **Appointment of Medical Director.** The City hereby engages the Medical Director to serve as Medical Director of the Department, and the Medical Director hereby accepts such engagement, all subject to terms and conditions of this Agreement.

2.2 **Services.** The Medical Director shall provide the services set forth on Exhibit A during the hours set forth on Exhibit A and incorporated herein by reference.

2.3 **City Approval.** Notwithstanding the foregoing, the Medical Director's engagement to serve as Medical Director of the Department shall be subject to the City's continuing approval. The City shall be entitled, with or without prior notice to refuse the Medical Director permission to utilize any City facility or equipment if such action is deemed by the City necessary or advisable in the best interest of patient care.

2.4 **Medical Records.** The Medical Director shall approve accurate and complete medical records in accordance with Section 6.

2.5 **Risk Management.** The Medical Director shall cooperate with the Chief of the Department.

2.6 **Quality Assurance/ Utilization Review and Peer Review Programs.** In addition to any particular services to be provided by the Medical Director set forth on Exhibit A, the Medical Director shall, if requested by the Chief of the Department, assist the Chief of the Department in developing, implementing, monitoring and reviewing the quality assurance, utilization review and peer review programs, procedures, guidelines and policies which relate to the Department's medical activities and as such required by City policies, by Medicare Law and regulations, by the standards or reports of all applicable regulatory, licensing, or accrediting agencies. If any regulatory, accrediting, or licensing agency or the City should determine that the Department does not meet or exceed the acceptable standards prescribed and which are the responsibility of the Medical Director to satisfy under this Agreement, any and all action necessary to effect compliance shall be taken by the Medical Director within a reasonable time (not to exceed (30) days unless otherwise agreed by the City) after the details of noncompliance are given by written notice to the Medical Director. The Medical Director shall comply with any and all procedures, guidelines, and policies relating to the Department's quality assurance, utilization review, and peer review programs.

2.7 **Indemnification.** The Medical Director shall protect in all legal actions, indemnify, and hold harmless the City from and against any claims or loss to persons or property to which the City may be put or subjected by reason of any act, action, negligence, omission, or

default on the part of the Medical Director in connection with the conduct and performance of the services under this Agreement.

(a) To the extent permitted by law, the City shall protect in all legal actions, indemnify, and hold harmless the Medical Director from and against any claims or loss to persons or property to which the Medical Director may be put or subjected by reason of any act, action, negligence, omission, or default on the part of the City in connection with the conduct and performance of the services under the Agreement.

2.8 **Incurring Financial Obligations.** The Medical Director agrees and acknowledges that he does not have any right, power, or authority to incur and will not incur any financial obligation, legal obligation, or liability, or other obligation on behalf of or binding upon the City. The Medical Director hereby agrees to fully indemnify and hold the City harmless from and against all such financial obligations, legal obligations, or liabilities, or other obligations which directly or indirectly bind the City, its officers or employees that the Medical Director enters into or incurs without the express prior written approval of the Chief of the Department.

2.9 **Professional Expenses.** The Medical Director shall be solely responsible for all personal and professional expenses incurred by him to render services under this Agreement.

2.10 **Professional Liability Insurance.** The City shall name the Medical Director as an insured party on the City's general liability coverage through the TML intergovernmental risk pool and shall provide the Medical Director with evidence thereof.

2.11 **Compliance with Law.** The services provided by the Medical Director shall be provided in accordance with all applicable provisions of the law and other rules and regulations of any governmental authority relating to the activities contemplated by this Agreement.

3. City's Obligations

3.1 **Space; Equipment.** The City shall make available during the term of this Agreement the space and equipment it deems are reasonably required for the proper operation and conduct of the Department and the Medical Director's services hereunder. The Medical Director agrees that such space and equipment are currently adequate.

3.2 **Supplies.** The City shall purchase for the Department all supplies it deems reasonably requires for the proper operation of the Department.

3.3 **Personnel Provided by the City.** The City shall make available during the term of this Agreement such personnel that it deems reasonable and necessary for the effective operation of the Department. The selection and retention, as well as direction and control of such personnel shall be by the employees of the City.

4. Consideration

4.1 **Consideration.** The City shall pay the Medical Director an annual amount not to exceed

\$57,000 during the initial or any successive term of this Agreement, payable in monthly payments by the 7th of each month for services in the preceding month for his services hereunder.

5. Confidentiality

5.1 **Confidential Information.** The Medical Director acknowledges that in connection with the performance of his services under this Agreement, the Medical Director may acquire and make use of certain Confidential Information ("Confidential Information"). Therefore, in order to protect the Confidential Information, the Medical Director shall not after the date hereof use the Confidential Information except in connection with the performance of the services required by this Agreement, or divulge the Confidential Information to any third party, unless the City consents in writing or such use or divulgence or disclosure of Confidential Information. The Medical Director shall immediately provide written notice to the Chief of the Department of such request or demand, including a copy of written element of such request or demand. Upon termination of this Agreement, the Medical Director will not take or retain, without prior written authorization from the Chief of the Department, any papers, patient records, files or other documents or copies thereof or other Confidential Information of any kind belonging to the City pertaining to patients or operations of the Department, without limiting other possible remedies for the breach of this covenant, such relief to be without the necessity of posting a bond, cash or otherwise.

6. Records

6.1 **Medical Records and Reports.** In performing his duties hereunder, the Medical Director agrees that he shall approve medical records and reports pertaining to patients treated, which records and reports shall be prepared, kept and filed in accordance with the Department's rules, regulations, and policies. All such records and reports shall be and remain the property of the City unless otherwise provided by law. The parties recognize that the patient has the legal right to have access to his or her medical records, and that such records are confidential and privileged under state and federal law. The City expressly agrees that the Medical Director shall have access to such patient records at any time necessary for the Medical Director to fulfill his duties under this Agreement.

7. Term and Termination

7.1 **Term.** This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2024 with the option to renew for three (3) additional terms of one (1) year each unless terminated as provided for in this agreement.

7.2 **Termination.** This agreement may be terminated:

- 1) By mutual agreement and consent of both Contractor and City;
- 2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice thereof, then the non-defaulting party shall have the right (in addition to any other rights it may have) by further written notice to terminate this Agreement on any future date not less than ten (10) days after the date of such further notice;
- 3) By either party upon sixty (60) days prior written notice to the other party.
- 4) Immediately upon loss of Department Licensure or Closure of Department
- 5) Notwithstanding the foregoing, the City shall have the right, in sole discretion, to immediately terminate the entire Agreement upon occurrence of the following:
 - (a) failure by the Medical Director to meet the qualifications required herein; or
 - (b) death of the Medical Director; or
 - (c) suspension or cessation of the Medical Director's; (i) qualifications to practice medicine in the State of Texas; (ii) state or federal authorization to administer or prescribe controlled substances, (iii) participation in the Medicare or Medicaid programs; or
 - (d) permanent disability (ill health or other disability) of the Medical Director which prevents or makes inadvisable his continued provision of services as contemplated by the Agreement without reasonable accommodation; or
 - (e) determination by the City that patient health or safety is in imminent and serious danger from the Medical Director's actions or inactions; or
 - (f) indictment of the Medical Director for a felony; or
 - (g) determination by the City Council of the City that the Medical Director has taken some action to cause material harm to the reputation of the City or the Department; or
 - (h) violation by the Medical Director to cooperate with his or her peers or the employees and staff of the Department

7.3 **Post-Termination Obligations.** The termination of this Agreement shall not relieve either party of any obligations pursuant to this Agreement which arose on or before the effective date of termination, and those Sections of this Agreement which by their terms extend beyond termination or expiration of this Agreement shall survive and continue in full force and effect after the expiration of the term hereof or any termination of this Agreement.

8. Dispute Resolution

8.1 **Definition of Dispute.** "Dispute" means any and all questions, claims controversies, or disputes arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect, or breach of this Agreement, but excluding disputes or actions under Sections 7.3, 7.5, 7.8(b), 7.8(e), or 7.8(g).

8.2 **Negotiation.** In the event of a Dispute between the parties, the parties shall promptly, amicable, and in good faith attempt to resolve such Dispute through negotiations. A disputing party shall give written notice of the Dispute to the other party that shall contain a brief statement of the nature of the Dispute. If the parties are unable to resolve the Dispute within fifteen (15) days of receipt by the adverse party of written notice of Dispute, the parties shall submit the Dispute to mediation as set forth in Section 8.3.

8.3 **Mediation.** If a Dispute arises between the parties to this Agreement, it shall be submitted to mediation in accordance with the Commercial Mediation Rules and Procedures of the American

Arbitration Association ("AAA"). The parties shall attempt to agree upon an impartial mediator to mediate the Dispute, but if they are unable or find or appoint a mediator within ten (10) days of the filing of a written request for mediation with the AAA, the AAA will appoint a qualified mediator to serve. The mediation shall be held in Guadalupe County, Texas within thirty (30) days after appointment of the mediator. Each party is responsible for its own expenses.

8.4 **Interim Measures.** At any time after submission of a written notice of Dispute, either party may request a court competent jurisdiction to grant interim measures of protection:

- (a) to preserve the status quo pending resolution of the Dispute,
- (b) to prevent the destruction of documents and other information or things related to the Dispute, and /or
- (c) to prevent the transfer, dissipation, or hiding of assets. A request for such interim measures to a judicial authority shall not be deemed incompatible with the provisions of this Section 8 or a waiver of a party's rights to arbitrate.

8.5 **Tolling of Limitations Period.** By submitting a written notice of Dispute pursuant to Section 8.2, all applicable statutes of limitations and defenses based on the passage of time shall be tolled while negotiation, mediation, and arbitration proceedings are diligently conducted pursuant to the Section 8. The parties will take such action, if any, required to effectuate such tolling.

8.6 **Termination.** This section shall not prevent either party from electing to terminate this Agreement in accordance with provisions of Section 7, subject to this Section 8.

9. General Provisions

9.1 **Patient Complaints.** The parties agree to cooperate with each other in resolution of any patient complaints arising out of the services provided hereunder. All patient complaints shall be resolved in accordance with procedures established by the City.

9.2 **Corporate Practice of Medicine.** Nothing contained herein is intended to constitute the use of a medical license for practice of medicine by anyone other than a licensed physician, or to do any other act or create and other arrangements in violation of the Texas Medical Practice Act. The parties specifically acknowledge the following:

- (a) This Agreement contemplates nothing more than the delivery of medical director services by the Medical Director to the City.
- (b) There shall be no sharing of profits or splitting of fees between the Medical Director and the City.
- (c) The City claims no right, title or interest in any of the assets of the Medical Director, and none such assets shall be used for the benefit of the City.

9.3 Relationship of Parties.

9.3.1 **Independent Contractor Status.** In performing his responsibilities pursuant to the Agreement, it is understood and agreed that the Medical Director is at all times acting as an independent contractor and that the Medical Director is not a partner, joint-venture, or employee of the City. The City shall neither have nor exercise any control or direction over the medical judgment of the Medical Director nor over the methods or manner by which the Medical Director performs his work and functions under this Agreement. It is expressly agreed that the

Medical Director will not for any purpose be deemed to be an agent, ostensible or apparent agent or servant of the City, and the parties agree to take any and all such action as may be reasonably requested by the City to inform the public, patients of the Department, and others utilizing the services of the Department of such fact.

9.3.2 **Compensation, Fringe Benefits, Taxes.** The Medical Director understands and agrees that:

- (a) the Medical Director shall not be entitled to any salary or other compensation from the City or to any employee benefits provided by the City, including, but not limited to disability, life insurance, pension and annuity benefits, educational allowances, professional membership dues, and sick, holiday, or vacation pay;
- (b) the City will not withhold income taxes or pay Social Security or unemployment taxes for the Medical Director; and
- (c) the Medical Director shall indemnify and hold harmless the City against any and all liability related to withholding or failure to withhold income taxes or paying or not paying Social Security or unemployment taxes for the Medical Director. If the Internal Revenue Service or any other governmental agency challenges the independent contractor status of the Medical Director, the parties agree that the Medical Director and the City shall have the right to participate in any discussion or negotiation that occurs in the course of such a challenge.

9.4 **Conformance with Law.** The parties recognize this Agreement is subject to, and agree to comply with, applicable statutes, rules, or regulations that invalidate any term of this Agreement, that are inconsistent with any term of this Agreement, or that would cause one or both of the parties hereto to be in violation of law shall be deemed to have superseded the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of applicable statutes, rules, and regulations and negotiate in good faith towards amendment of this Agreement in such respect.

9.5 **Fraud and Abuse Law and Texas Health and Safety Code.** The parties enter into this agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law including the Medicare and Medicaid Anti-Fraud and Abuse laws and the Texas Medical Practice Act and Texas Health and Safety Code. Notwithstanding any unanticipated effect of any of the provisions herein, no party will intentionally conduct itself under the terms of this agreement in a manner to constitute a violation of the Medicare and Medicaid Anti-Fraud and Abuse Law. In the event that any federal or state court or federal or state agency of competent jurisdiction, or legal counsel of the Medical Director or the City in its reasonable opinion, determines that this agreement or any material provision of this agreement violates any federal, state, or local law, rule or regulation, the parties shall negotiate in good faith to amend this agreement or the relevant provision hereof to remedy such violation in a manner that will not be inconsistent with the intent of the parties to such provision. If the parties cannot reach an agreement on such amendment, however, then either party may immediately terminate this agreement.

9.6 **Change in Law.** If there is any federal, state or local law, regulation, or rule, which affects this agreement or the activities of either party under this agreement, or any change in judicial or administrative interpretation of any such law, regulation, or rule and either party reasonably believed in good faith that the change will have a substantial adverse effect on that party's business operations or its rights or obligations under this agreement, then such party may upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this agreement. If the parties are unable to reach an agreement concerning the modification of this agreement within the earlier of forty-five (45) days after the date of the notice seeking

renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this agreement by written notice to the other party.

9.7 **Governing Law and Venue.** This agreement shall be constructed and governed according to the laws of the State of Texas, without giving effect to its conflict of laws provisions. Subject to Section 8, any suit, action, or proceeding against the Medical Director with respect to this Agreement, or any judgment entered by any court in respect thereof may be brought in the Courts of the State of Texas as the City in its sole discretion may elect, and the Medical Director hereby submits to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. The Medical Director hereby irrevocably waives any obligation which he may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement brought in the courts located in Guadalupe County, and hereby further irrevocably waives any claim that any suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

9.8 **Assignment.** No assignment of this agreement of rights and obligations hereunder shall be valid without the prior written consent of the non-assigning party.

9.9 **No Referral.** Nothing contained in this Agreement shall require (directly or indirectly, explicitly or implicitly) either party to refer any patients to any other party or to use any other party's facilities as a precondition to receiving the benefits set forth herein.

9.10 **Rights and Property.** The Medical Director acknowledges and agrees that this agreement shall not be deemed to grant any leasehold, property, or other ownership interest of any nature in the City's real property, equipment, furnishings, or supplies but all rights as are given to the Medical Director hereby shall be in the nature of contract.

9.11 **Notices.** Any notice to a party hereto pursuant to this agreement shall be given in writing by the personal delivery, overnight delivery, facsimile, telecommunications, or United States certified or registered mail, return receipt requested, addressed as set forth on the signature page hereof. The parties shall hereafter notify each other in accordance herewith of any change of address to which notice is required to be sent. Notice shall be effective upon delivery.

9.12 **Parties Bound.** This agreement and the rights and obligations hereunder shall be hinging upon and inure to the benefit of the parties, the Medical Director, and their permitted assigns.

9.13 **Duty of Good Faith.** The parties hereto agree to perform their respective covenants and obligations under this agreement fairly and in good faith, and also to act fairly and in good faith in the enforcement of their respective rights hereunder.

9.14 **No Third-Party Beneficiaries.** No provision of this agreement is intended to benefit any person or entity who is not a party to this agreement, nor shall any person or entity not a party to this Agreement have any right to seek to enforce or recover any right or remedy with respect hereto.

9.15 **Non-Waiver.** No waiver by either of the parties hereto of any failure by the other party to keep or perform any provision, covenant, or condition of this agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or any other provision, covenant, or condition.

9.16 **Additional Documents.** Each of the parties hereto agrees to execute any documents that may be requested from time to time by the other party to implement or complete such parties obligations pursuant to this agreement.

9.17 **Section Headings.** The headings preceding the text of the several Sections of this agreement are inserted solely for convenience of reference and shall not constitute a part of this agreement, nor shall they affect the meaning, construction, or effect of any section hereof.

9.18 **Gender and Number.** Whenever the context of this agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

9.19 **Entire Agreement.** This agreement, including any exhibits or addenda identified and incorporated by reference herein, contains the entire understanding of the parties and supersedes any prior written or oral agreements or understandings among them concerning the subject matter set forth above. There are no representations, warranties, covenants, promises, agreements, arrangements, or understandings, oral or written express or implied among the parties hereto relating to the subject matter set forth above which have not been fully expressed herein.

9.20 **Amendments.** This agreement can be amended only by an instrument in writing signed by the parties. Amendments to this agreement shall be effective as of the date stipulated therein.

9.21 **Severability.** The sections, paragraphs, and individual provisions contained in this agreement shall be considered severable from the remainder of this agreement, and in the event that any section, paragraph, or other provision should be determined to be unenforceable as written for any reason, such determination shall not adversely affect the remainder of the sections, paragraphs or other provisions of this agreement. It is agreed further that in the event any section, paragraph, or other provision is determined to be unenforceable, the parties shall use their best efforts to reach agreement on an amendment to the agreement to supersede such served section, paragraph or provision.

9.22 **Counterparts.** This document may be executed in multiple counterparts, each of which when taken together shall constitute one and the same instrument.

EXECUTED effective as of September 1, 2023 (the “Effective date”)

City of Schertz, Texas

Steve Williams, City Manager

Notice Address:
City of Schertz, Texas
1400 Schertz Parkway
Schertz, TX 78154
Att: City Manager

R. Donovan Butter, DO

Notice Address:
210 Scenic Hill Lane
Cibolo, TX 78108

Exhibit A

Duties of the Medical Director

Responsibilities:

1. Serve as patient advocate in the EMS system.
2. Set and ensure compliance with patient care standards including communications standards, and dispatch and medical protocols.
3. Utilizing current research and evidence-based medicine, develop and implement protocols and standing orders, under which the pre-hospital care provider functions in conjunction with the Schertz EMS System. All standards and functions and performance will be accomplished in accordance with the Texas Medical Practice Act (Chapters 151-165 of the Texas Occupations Code), Chapter 197 of the Texas State Medical Board Rules, Chapter 773 of the Texas Health and Safety Code, or any other relevant laws, regulations or rules;
4. Promote EMS research and evidence-based quality improvement.
5. Maintain liaison with the local and regional medical community including, but not limited to, hospitals, emergency departments, and regional Medical Directors
6. Maintain knowledge levels appropriate for an EMS medical director through continued education.
7. Maintain Emergency Medical Services Medical Director qualifications as required by the Texas Medical Board.
8. Will approve the level of prehospital care which may be rendered by prehospital EMS personnel upon their entry into the EMS system.
9. Withdraw responsibility for EMS personnel for noncompliance with the Emergency Medical Services Act, (Texas Health and Safety Code, Chapter 773) Chapter 197 of the Texas State Medical Board Rules, accepted medical standards or other relevant laws, regulations, or rules.

Requirements

1. The medical director shall devote a minimum of twenty (20) hours each month including direct contact time with members of the Schertz EMS System
 - a. This may include meetings, field time, case reviews or educational opportunities.
2. Attend monthly and quarterly meetings to include the following:
 - a. Lt/FTO meeting
 - b. Management meeting
 - c. Schertz EMS staff meeting
 - d. Monthly clinical / credentialing meeting
 - e. Regional Medical Directors
3. The medical director shall conduct a "Quarterly Case Review" to discuss specific patient care the paramedics are providing in the pre-hospital environment. Case review may be conducted more frequently if a need is identified.
4. The Medical Director will serve as the Infection Control officer for the Schertz EMS System. Will be responsible for any training as per the U.S. Code, Title 42, Chapter 6A,

Subchapter XXIV, Part G, §300ff- 136 as described in the Texas Administrative Code RULE §157.11.

5. The medical director shall be responsible to update and keep current the Standard Medical Operating Procedures (SMOPs) for the Schertz EMS System. The SMOPs will be reviewed and updated on a bi-annual basis at minimum.
6. The medical director shall maintain a working relationship with the paramedics and be able and willing to implement programs and techniques as he/she observes a need, for the progression of the Schertz EMS System.
7. The medical director shall assist in the continuing education of paramedics and EMT's by occasionally participating in EMS training programs, to include but not limited to continuing education classes, initial EMT training and new employee orientation.
8. The medical director will collaborate with Schertz EMS clinical department on any needs for various projects.
9. The medical director shall assist in evaluating the overall paramedic program and initiate changes as needed in conjunction with Schertz EMS. To appropriately evaluate needs, the medical director will set aside "field time", on a monthly basis, to respond to calls for service.
10. The medical director will submit a detailed report to the Schertz EMS Chief every six months. This report will include a listing of his/her activities relative to their compliance to the requirements and responsibilities of the position.
11. The medical director, having a contractual agreement with Schertz EMS, shall be an advocate for the certified EMS personnel employed by the City of Schertz and its first responder organizations. Being such, he/she shall give notification to the City of Schertz before entering into other contracts or agreements as medical director with any other EMS provider at any level of certification and will participate in an impact evaluation discussion with Schertz EMS Chief.

RESOLUTION NO. 23-R-57

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH R. DONOVAN BUTTER, D.O. FOR EMS MEDICAL DIRECTION

WHEREAS, the City of Schertz EMS provides ambulance services to the City of Schertz and other surrounding communities and emergency services districts; and

WHEREAS, a Medical Director is required for an EMS agency per Texas Administrative Code, Title 25, Part 1, Chapter 157; and

WHEREAS, the State of Texas recognizes EMS as a physician-led medical practice with delegated practice to certified EMS providers; and

WHEREAS, the delegation of practice to EMS providers requires patient care protocols, appropriate oversight of the care provided and appropriate continuing education all provided by a physician medical director; and

WHEREAS, the City has determined that this agreement should facilitate the maintenance of quality services to patients served by the Department and in increasing the administrative and management efficiency of the department; and

WHEREAS, the Medical Director is willing to enter into this agreement and undertake the responsibility of providing the medical director services required by the City in accordance with recognized medical standards and upon the terms and conditions set forth herein; and

WHEREAS, the Medical Director is experienced in the performance of the duties of medical director of an emergency medical services department.

THEREFORE, City Staff recommends that City Council authorize the City Manager to enter into an agreement with R. Donovan Butter, D.O. for EMS Medical Direction.

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

Section 1. The City Council hereby authorizes the City Manager to enter into an agreement with Robert Donovan Butter, DO for EMS Medical Direction with annual compensation not to exceed \$57,000 as set forth in the Agreement attached as 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

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: July 18, 2023
Department: Emergency Medical Services
Subject: Resolution 23-R-58 – Consideration and/or action by the City Council of the City of Schertz, Texas, approving a resolution authorizing the City Manager to enter into Interlocal Agreements with multiple Governmental entities for the provision of Emergency Medical Services. (S.Williams/J.Mabbitt)

BACKGROUND

Schertz Emergency Medical Services provides regional ambulance transportation to the communities of Schertz, Cibolo, Live Oak, Marion, Santa Clara, Selma and Universal City. We also serve the western portion of Guadalupe County, Comal County ESD # 6 (which includes the City of Garden Ridge, Bracken community and the areas along F.M. 3009 to State Highway 46) and JBSA-Randolph AFB.

Each of these communities has contributed financially to subsidize the EMS services with the "per capita" funding formula since it was adopted in the late 1990s. In FY18, the City entered into a five-year agreement which will end at the end of this current fiscal year.

In preparation for this, we have met with each of our cities and ESD #6 to seek agreement on another five year interlocal agreement. Each entity has agreed to this extension.

The Agreement with each contracting jurisdiction is substantially the same form set forth on Exhibit A.

GOAL

To enter into an additional 5-year agreement with the jurisdictions to include Comal County ESD #6.

COMMUNITY BENEFIT

To continue to provide EMS protection to the cities of Schertz, Cibolo, Selma, Universal City, Live Oak, Santa Clara, Marion and Comal County ESD#6.

SUMMARY OF RECOMMENDED ACTION

Approval of the agreement will allow the EMS department to continue operating in our service area.

FISCAL IMPACT

The per capita fees received from our Cities/ESD makes up 24% of our total revenue. Due to high inflation numbers, the per capita rate is being increased by 6% (\$16.10 to \$17.07)

The total expected per capita payments for FY24:

Cibolo	\$637,649.85
Schertz	\$770,949.48
Live Oak	\$282,952.32
Universal City	\$342,714.39
Selma	\$205,386.24

Comal Co ESD 6	\$159,297.24
Santa Clara	\$12,887.85
Marion	\$21,183.87
Total	\$2,433,021.24

RECOMMENDATION

Approve the resolution and authorize the City Manager to enter into Interlocal Agreements with multiple Governmental entities for the provision of Emergency Medical Services.

Attachments

Resolution 23-R-58
Agreement

RESOLUTION NO. 23-R-58

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO INTERLOCAL AGREEMENTS WITH MULTIPLE GOVERNMENTAL ENTITIES FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City renew Interlocal Agreements with surrounding communities and emergency service districts relating to the provision of emergency medical services within those jurisdictions by the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with these surrounding communities and emergency service districts pursuant to the Interlocal Agreement attached hereto as Exhibit A (the "Agreement").

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

THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with each contracting jurisdiction in substantially the same form set forth on Exhibit A. Future amendments to the Agreement or replacement interlocal agreements with any jurisdiction that do not change or increase the City's obligations to provide services but that solely have the effect of increasing the jurisdiction's payments to the City may be executed by the City Manager without further action by the City Council.

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

EMERGENCY MEDICAL SERVICES INTERLOCAL AGREEMENT

This Emergency Medical Services Interlocal Agreement, effective as of October 1, 2023 (this "Agreement"), is between the City of Schertz, Texas, a political subdivision of the State of Texas (the "City"), and the {insert political subdivision name}, a political subdivision of the State of Texas (the "Contracting Jurisdiction").

WHEREAS, the City has an emergency medical services department known as Schertz EMS (the "Department") which provides certain emergency medical services within the City and, by interlocal agreement, within other jurisdictions;

WHEREAS, the Contracting Jurisdiction desires to contract with the City for the provision of certain emergency medical services within the Contracting Jurisdiction in order to preserve and protect the health and safety of persons within the Contracting Jurisdiction;

WHEREAS, the City and the Contracting Jurisdiction have determined to enter into this Agreement relating to the provision of certain emergency medical services within the Contracting Jurisdiction and to set out the terms, rights, duties, and responsibilities of the City and the Contracting Jurisdiction with respect thereto;

WHEREAS, the City and the Contracting Jurisdiction have determined that the provision of certain emergency medical services is a public purpose and within their statutory powers of government; and

WHEREAS, the City and the Contracting Jurisdiction are political subdivisions of the State of Texas and are authorized to execute this Agreement pursuant to Texas Government Code Chapter 791.001, as amended;

NOW, THEREFORE, THE CITY AND THE CONTRACTING JURISDICTION, ACTING BY AND THROUGH THEIR DULY AUTHORIZED OFFICERS, HEREBY COVENANT AND AGREE AS FOLLOWS:

Section 1. Purpose. (a) The City agrees that during the term of this Agreement the City shall respond to all calls for emergency medical assistance and emergency medical transport and advanced life support service with mobile intensive care unit capability (the "Emergency Medical Services") within the jurisdiction of the Contracting Jurisdiction (the "Service Area"). The Contracting Jurisdiction understands and agrees that timeliness of response is dependent on the level of demand throughout the Department's response area and that calls are answered on a next available-ambulance basis.

(b) The Contracting Jurisdiction shall arrange for dispatch of requests for assistance directly to the Department by the Department's radio frequency or via telephone to the Department's primary dispatch agency (City of Schertz Police Department). Such dispatch services shall be initiated on the radio frequency specified and, in a manner, approved by the Department.

(c) The Department shall observe and comply with all applicable federal, state, county, and City laws, rules, ordinances, and regulations which in any manner affect the provision of the services described in this Agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.

(d) The City agrees to permit the Contracting Jurisdiction to review the Department's run statistics maintained in the Department's offices. Due to patient privacy considerations, reports containing specific patient information shall not be made available to the Contracting Jurisdiction without the appropriate written consent of the patient or the patient's authorized representative or without a specific court order.

Section 2. Term and Renewal. This Agreement shall be for a term commencing with the effective date of this Agreement through and including September 30, 2024 (the "Initial Term"). This Agreement shall thereafter be automatically renewed for four (4) succeeding periods of one year (each, a "Renewal Term") unless either party to this Agreement notifies the other party in writing that it wishes to terminate this Agreement. Such notice shall be provided at least one year prior to the desired end of this Agreement.

Section 3. Consideration. (a) In consideration of the City's provision of the Emergency Medical Services during the Initial Term and each Renewal Term, the Contracting Jurisdiction agrees to pay the City \$17.07 per citizen based upon the most recent population estimates payable in four equal installments on the first day of each quarter of the Contracting Jurisdiction's fiscal year. This Initial Term payment will be {Total Dollar Amount} based upon a population of {Population} residents.

(b) Prior to the beginning of each Renewal Term, the Consideration per citizen shall be increased based on the percentage increase for the previous twelve (12) month period in the "Medical Care" component of the Consumer Price Index (CPI), not to exceed three (3%) percent of the annual fee for the previous year. In addition, population estimates for the Service Area shall be updated for each Renewal Term and shall be effective with the beginning of each Renewal Term.

(c) Any party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

(d) The Contracting Jurisdiction agrees that, in addition to the fee payable by the Contracting Jurisdiction to the City pursuant to Section 3(a), patients shall be billed by the City for all services rendered to them by the Department. The Contracting Jurisdiction agrees to assist the City in developing information to permit the City to collect such charges. In no event shall the City or the Contracting Jurisdiction be responsible for payment of such patient charges.

Section 4. Authorization. This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

Section 5. Amendments. This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either Party without first obtaining the written consent of the other Party.

Section 6. Governmental Functions; Liability; No Waiver of Immunity or Defenses.

(a) Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

(b) The services provided for herein are governmental functions, and the City and the Contracting Entity shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

(c) The relationship of the Contracting Entity and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

(d) Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

(e) Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the Contracting Entity shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

(f) Neither Party waives or relinquishes any immunity or defense on behalf of itself, its Commissioners, Councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

Section 7. Notices.

All correspondence and communications concerning this Agreement shall be directed to:

SCHERTZ:	City of Schertz
	1400 Schertz Parkway, Building #1
	Schertz, Texas 78154
	Attention: City Manager
{NAME}:	{Political Subdivision Name/Address}

Notices required hereunder shall be hand-delivered, sent by prepaid certified mail, return receipt requested, or electronically.

Section 8. **Severability.** If any provision of this Agreement shall be deemed void or invalid, such provision shall be severed from the remainder of this Agreement, which shall remain in force and effect to the extent that it does not destroy the benefit of the bargain.

Section 9. **Entire Agreement.** This Agreement is the entire agreement between the City and the Contracting Entity as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

Section 10. **Governing Law; Venue.** All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in the city limits of the **{POLITICAL SUBDIVISION}**, in Guadalupe, Bexar, and Comal Counties of Texas. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in the State Courts of Guadalupe County, Texas. The Parties agree to submit to the jurisdiction of said court.

[Signatures and acknowledgements on the following pages]

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS
AND THE {POLITICAL SUBDIVISION}, TEXAS**

The Parties hereto have executed this Agreement as of the dates set forth below to be effective as of the Effective Date.

CITY OF SCHERTZ, TEXAS

By: _____

Steve Williams, City Manager

SIGNATURE PAGE TO

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS
AND THE {POLITICAL SUBDIVISION}, TEXAS**

{POLITICAL SUBDIVISION},

By: _____

CITY COUNCIL MEMORANDUM

City Council Meeting: July 18, 2023
Department: Emergency Medical Services
Subject: Resolution 23-R-59 - Consideration and /or action by the City Council of the City of Schertz, Texas, approving a resolution authorizing the City Manager to enter into an agreement with Guadalupe County for ambulance services.
(S.Williams/J.Mabbitt)

BACKGROUND

Schertz Emergency Medical Services provides regional ambulance transportation to the communities of Schertz, Cibolo, Live Oak, Marion, Santa Clara, Selma and Universal City. We also serve the western portion of Guadalupe County, Comal County ESD # 6 (which includes the City of Garden Ridge, Bracken community and the areas along F.M. 3009 to State Highway 46) and JBSA-Randolph AFB.

Schertz EMS is also responsible for the Guadalupe County EMS Contract in which we cover the western portion of Guadalupe County and have Inter-Local Agreements in place with the City of Seguin, City of Luling and San Marcos Hays County EMS and Wilson County ESD#3 to cover the remaining County. The current agreements initial 3-year term was signed and executed in 2020 and is up for renewal at the end of this FY.

GOAL

To approve the attached resolution to enter into an agreement with Guadalupe County for ambulance services.

COMMUNITY BENEFIT

To continue to provide ambulance services to the unincorporated areas of Guadalupe County.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of the attached resolution authorizing the City Manager to enter into an agreement with Guadalupe County for ambulance services.

FISCAL IMPACT

We have increased the current agreement by 10% due to high inflation costs. The total contract is \$1,020,728.38 with our portion at \$340,162.79. The remaining balance will be distributed to Seguin, San Marcos/Hays County EMS, Luling EMS and Wilson County ESD#3 secured with interlocal agreements.

RECOMMENDATION

Approve the resolution and authorize the City Manager to enter into an agreement with Guadalupe County for ambulance services.

Attachments

Agreement

Map

Resolution 23-R-59

EMERGENCY MEDICAL SERVICES INTERLOCAL AGREEMENT

This Emergency Medical Services Agreement, effective as of October 1, 2023 (this "Agreement"), is between the City of Schertz, Texas, a political subdivision of the State of Texas (the "City"), and Guadalupe County, a political subdivision of the State of Texas (the "County").

WHEREAS, the City has an emergency medical services department known as Schertz EMS (the "Department"), which provides certain emergency services within the City and, by interlocal agreement, within other jurisdictions;

WHEREAS, the County desires to contract with the City for the provision of certain emergency medical services within the unincorporated area of the County in order to preserve and protect the health and safety of persons within the County;

WHEREAS, the City and the County have determined to enter into this Agreement relating to the provision of certain emergency medical services within the unincorporated areas of the County and to set out the terms, rights, duties, and responsibilities of the City and the County with respect thereto;

WHEREAS, the City and the County have determined that the provision of certain emergency medical services is a public purpose and within their statutory powers of government; and

WHEREAS, the City and the County are political subdivisions of the State of Texas and are authorized to execute this Agreement pursuant to the Texas Government Code Chapter 791.001, as amended;

NOW, THEREFORE, THE CITY AND THE COUNTY, ACTING BY AND THROUGH THEIR DULY AUTHORIZED OFFICERS, HEREBY COVENANT AND AGREE AS FOLLOWS:

Section 1. Responsibilities of the City.

- (a) The City agrees that during the term of this Agreement the Department or its contracted designees shall respond to all calls for emergency medical assistance and emergency medical transport and advanced life support service with mobile intensive care unit capability (the "Emergency Medical Services") within the unincorporated jurisdiction of the County (the "Service Area"). The City agrees that during the Term of this Agreement the Department or its contracted designees shall respond to all requests for service on a next-available-ambulance basis regardless of call location.
- (b) The City agrees to use every effort possible to maintain an average monthly response time of thirteen (13) minutes on responses not to include cancellations, transfers, standbys or un-safe scenes in which law enforcement must make the scene safe prior to entry. Response time shall be defined as the period of time starting when a Department ambulance is notified of an emergency response and ending when an ambulance arrives on location of the emergency.

- (c) The City agrees to dedicate a minimum of thirteen (13) ambulances of its own or its contracted designees that will be strategically positioned in and/or around the County to maintain response times in accordance with this Agreement.
- (d) The City and County shall arrange for all requests for assistance to be sent directly to the Department or its contracted designees by 911-telephone transfer or by the County alerting the Department via agreed radio frequency. Such dispatch services shall be redundant and use mechanisms as provided by the Bexar Metro 911 District.
- (e) The City agrees to maintain a Medical Director for the Department and its contracted designees as required by the Texas Department of State Health Services (DSHS). Any change in Medical Director of the Department or its contracted designees shall be reported to the County Emergency Services Administrator within ten (10) business days.
- (f) The City and its contracted designees will maintain Mutual Aid agreements with multiple agencies to provide for appropriate responses during times of high call volume or multiple casualty incidents.
- (g) The City agrees to coordinate and respond with all Guadalupe County First Responders including Medical Direction, coordination of responses, re-supply of medical supplies used on emergency medical responses, responder credentialing, and a minimum of twenty (20) hours of continuing medical education annually. The City shall report any deficiencies in First Responder credentialing to the County Emergency Services Administrator as soon as possible.
- (b) The City agrees to provide for dedicated event ambulance standby and emergency personnel for standby upon request of the County Emergency Services Administrator, County Sheriff's Department, Fire Chief's or Incident Commander, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County, which includes stand-by at fire, rescue and hazardous materials response incidents.
- (i) The City agrees to provide, a minimum of, two (2) SWAT medics to the Guadalupe County SWAT team at no additional costs to the County.
- (j) The City and Department shall observe and comply with all applicable federal, state, county and City laws, rules, ordinances, and regulations which in any manner affect the provision of the services described in this Agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.
- (k) The City agrees to maintain insurance through the Texas Municipal League as outlined in its response to the County's Request for Proposal. Any changes in coverage by either the

City or the Texas Municipal League will be reported in writing to the County Emergency Services Administrator within ten (10) days of such change becoming effective.

- (l) The City agrees to provide the County with the Department's run statistics for responses in the Service Area. These reports shall provide the county with the number of calls, location of calls, transports, response times, and type of call (medical/trauma) in the Service Area. These reports shall be sent to the County Emergency Services Administrator each month before the 10th day of the following month. Due to patient privacy considerations, reports containing specific protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 and other applicable laws shall not be made available to the County without the appropriate written consent of the patient or the patient's authorized representative or without a specific court order.
- (m) The City shall provide the County with a current list of all its contracted designees that may provide Emergency Medical Services under this Agreement.

Section 2. Responsibilities of the County.

- (a) The County agrees to have the County Emergency Services Administrator determine which agencies are Guadalupe County First Responders and report any changes to the City within ten (10) calendar days.
- (b) The County agrees to conduct all Emergency Medical Services related business and customer complaints within unincorporated areas of Guadalupe County with the City only. The County agrees not to discuss any Emergency Medical Services related issues with any of the City's contracted designees without a representative of the City present. The City agrees to provide feedback regarding Emergency Medical Services issues and customer complaints within forty-eight (48) hours after receiving them from the County.
- (c) The County agrees to appoint an Emergency Medical Services Contract Administrator and to arrange for quarterly meetings to discuss any issues relating to this Agreement or any other provision of emergency medical services within unincorporated Guadalupe County.

Section 3. Term and Renewal.

This Agreement shall be for a term commencing with the effective date of October 1, 2023, through and including September 30, 2026 (the "Term"). This Agreement may be extended as set forth in Section 4 and shall be renewed for additional two (2) year terms (each, a "Renewal Term") in writing no later than one hundred eighty (180) days prior to the end of the Term unless either party to this Agreement notifies the other party in writing that it wishes to terminate this Agreement. Such notice shall be provided by registered or certified mail not less than one hundred eighty (180) days prior to the end of the Initial Term or any Renewal Term.

Section 4. Consideration.

- (a) In consideration of the City's provision of the Emergency Medical Services during the Initial Term, the County agrees to pay the City \$1,020,728.38 annually, payable in twelve (12) equal monthly installments within thirty (30) days after satisfactory acceptance by the County of all completed services.
- (b) Prior to the beginning of each year, the County agrees to increase the fee based on the percentage increase for the previous twelve (12) month period in the "Medical Care" component of the Consumer Price Index (CPI), not to exceed ten (10%) percent of the annual fee for the previous year.
- (c) The County agrees that, in addition to the fee payable by the County to the City pursuant to Section 4(a), the City and its contracted designees will make every attempt to bill and collect from the patient's insurance company. The City nor its contracted designees have contracts with insurance companies; therefore we will not waive the unpaid portion of the bill for any services rendered to them by the Department.

Section 5. Failure to Perform.

The City agrees to maintain response time reliability as outlined in Section 1(b). In the event that the City fails to maintain such reliability, a \$2,500 fee will be assessed per month not meeting the minimum requirements.

Section 6. Termination of this Agreement.

- (a) This Agreement shall remain in effect until Agreement expires, completion and acceptance of services or default. The County reserves the right to terminate the contract with a 90 day notice in the event the City fails to (i) meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal or (ii) breach of contract or default authorizes the County to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting City.
- (b) If the City or County determines it no longer wants to maintain this Agreement at the end of the Term or at the end of any Renewal Term, it shall notify the other party in writing not

less than one hundred eighty (180) days prior to the end date of the current Term, subject to Sections 5 and 6(c), the City agrees to continue to provide service to the end of the current Term and the County agrees to continue payments for all services rendered.

- (c) Either party may terminate this Agreement without cause by giving not less than one hundred eighty (180) days' notice in writing to the other party. When such notice is provided, the City agrees to continue to provide service until the end of the Contract Year during which the one hundred eighty (180) day notice period ends. The County agrees to pay the full consideration due to the City through the end of the Contract Year during which the one hundred eighty (180) day notice period ends.

Section 7. Authorization.

This Agreement has been duly authorized by the governing bodies of the City and the County.

Section 8. Severability.

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.

Section 9. Amendments.

This Agreement represents the complete understanding of the City and the County with respect to the matters described herein, and this Agreement may not be amended or altered without the written consent of both the County and the City.

Section 10. Governing Law.

This Agreement shall be governed by the laws of the State of Texas.

Section 11. Governmental Functions: Liability: No Waiver of Immunity or Defenses.

Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

- (a) The services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
- (b) The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- (c) Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.
- (d) Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the other Party in connection with the

Agreement. Each Party covenants and agrees, to the extent permitted by law, that it shall be solely responsible, as between the Parties, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, agents, representatives, or assigns, in connection therewith.

- (e) Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.
- (f) Neither Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have entered into this Emergency Medical Services Interlocal Agreement, effective as of the date first above written.

CITY OF SCHERTZ, TEXAS

By _____
City Manager

GUADALUPE COUNTY, TEXAS

By _____
Guadalupe County Judge

By _____
Guadalupe County Commissioner Precinct 1

By _____
Guadalupe County Commissioner Precinct 2

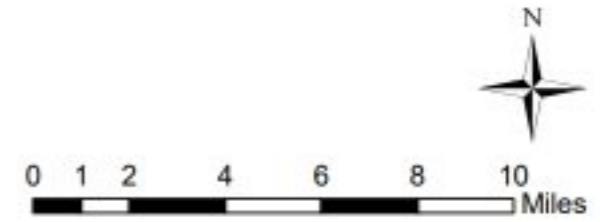
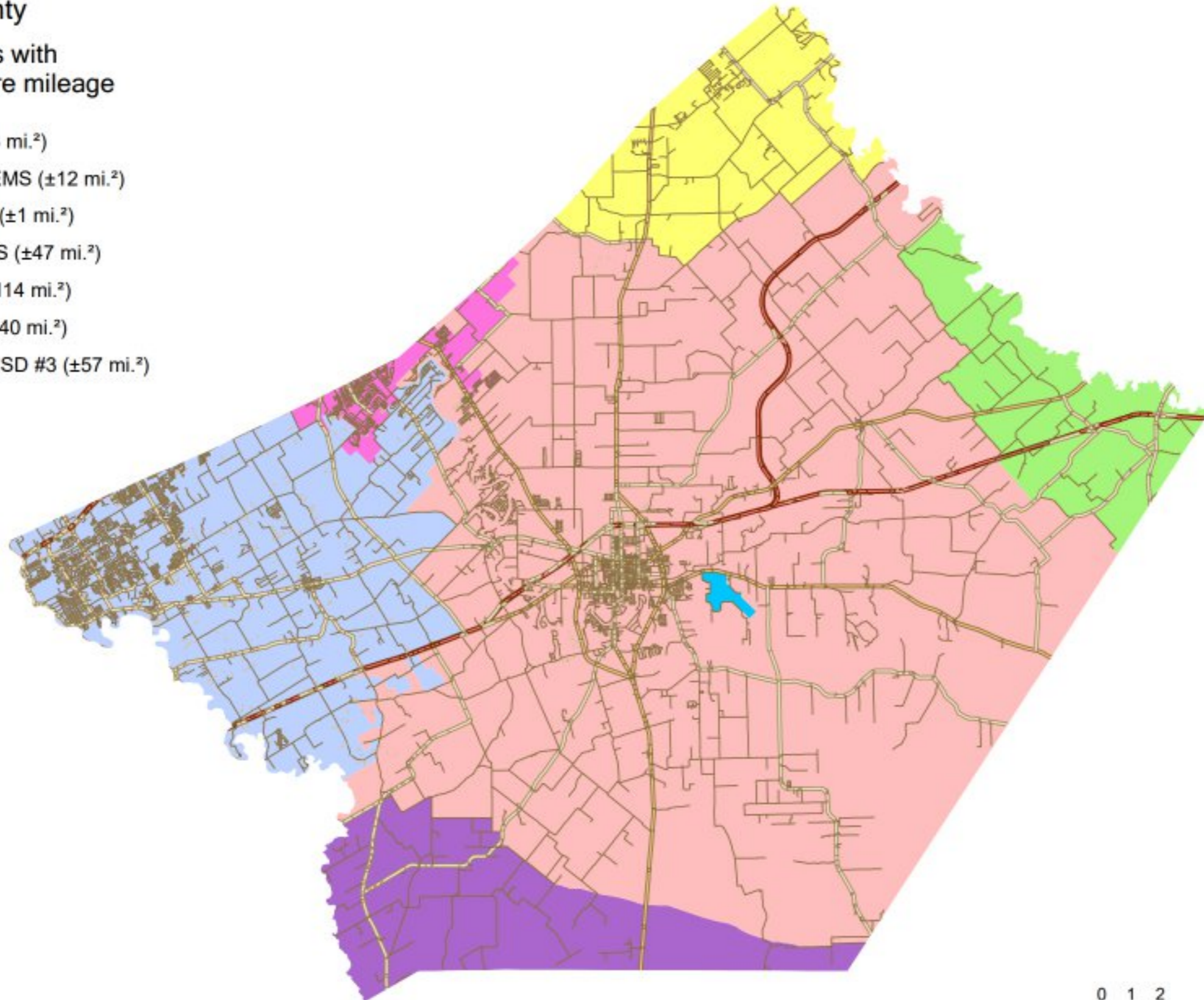
By _____
Guadalupe County Commissioner Precinct 3

By _____
Guadalupe County Commissioner Precinct 4

Guadalupe County

EMS service areas with approximate square mileage

- Luling EMS (± 43 mi.²)
- New Braunfels EMS (± 12 mi.²)
- JBSA Randolph (± 1 mi.²)
- San Marcos EMS (± 47 mi.²)
- Schertz EMS (± 114 mi.²)
- Seguin EMS (± 440 mi.²)
- Wilson County ESD #3 (± 57 mi.²)



RESOLUTION NO. 23-R-59

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GUADALUPE COUNTY FOR AMBULANCE SERVICES, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz EMS provides ambulance services to the surrounding communities and emergency services districts; and

WHEREAS, the County desires to contract with the City for the provision of certain emergency medical services within the unincorporated area of the County in order to preserve and protect the health and safety of persons within the County; and

WHEREAS, the City and the County have determined to enter into this Agreement relating to the provision of certain emergency medical services within the unincorporated areas of the County and to set out the terms, rights, duties, and responsibilities of the City and the County with respect thereto; and

WHEREAS, the City and the County have determined that the provision of certain emergency medical services is a public purpose and within their statutory powers of government; and

WHEREAS, the City and the County are political subdivisions of the State of Texas and are authorized to execute this Agreement pursuant to the Texas Government Code Chapter 791.001, as amended; and

WHEREAS, City Staff recommends that City Council authorize the City Manager to enter into an agreement with Guadalupe County for ambulance services.

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

Section 1. The City Council hereby authorizes the City Manager to enter into an agreement with Guadalupe County for ambulance services as set forth in Exhibit A.

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

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: July 18, 2023
Department: Emergency Medical Services
Subject: Resolution 23-R-60 - Consideration and /or action by the City Council of the City of Schertz, Texas, approving a resolution authorizing the City Manager to enter into Interlocal agreements for allocation of Emergency Medical Services and for mutual aid agreements. (S.Williams/J.Mabbitt)

BACKGROUND

Schertz EMS is responsible for the Guadalupe County EMS Contract in which we cover the western portion of Guadalupe County and have Inter-Local Agreements in place with the City of Seguin, City of Luling and San Marcos Hays County EMS and Wilson County ESD#3 to cover the remaining County.

The current agreements initial 3-year term was signed and executed in 2020 and is up for renewal at the end of this FY.

The agreements are for a total of nine years (3-year initial term with two 3-year renewal terms)

GOAL

To secure interlocal agreements for allocation of the Guadalupe County Emergency Medical Services contract with the City of Seguin, the City of Luling, San Marcos /Hays County EMS and Wilson County Emergency Services District # 3.

COMMUNITY BENEFIT

To continue to provide ambulance services to all unincorporated areas of Guadalupe County.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of the attached resolution authorizing the City Manager to enter into interlocal agreements for allocation of Emergency Medical. Services and for mutual aid agreements.

FISCAL IMPACT

The total contract award is \$1,020,728.38. Our portion of the contract will be \$340,162.79 which represents a 10% increase from the previous agreement. The balance will be distributed to the City of Seguin, San Marcos/Hays County EMS, City of Luling and Wilson County ESD#3.

RECOMMENDATION

Approve a resolution and authorize the City Manager to enter into Interlocal agreements for allocation of Emergency Medical Services and for mutual aid agreements.

Attachments

Map

Resolution 23-R-60

Wilson County ESD 3 Agreement

San Marcos Agreement

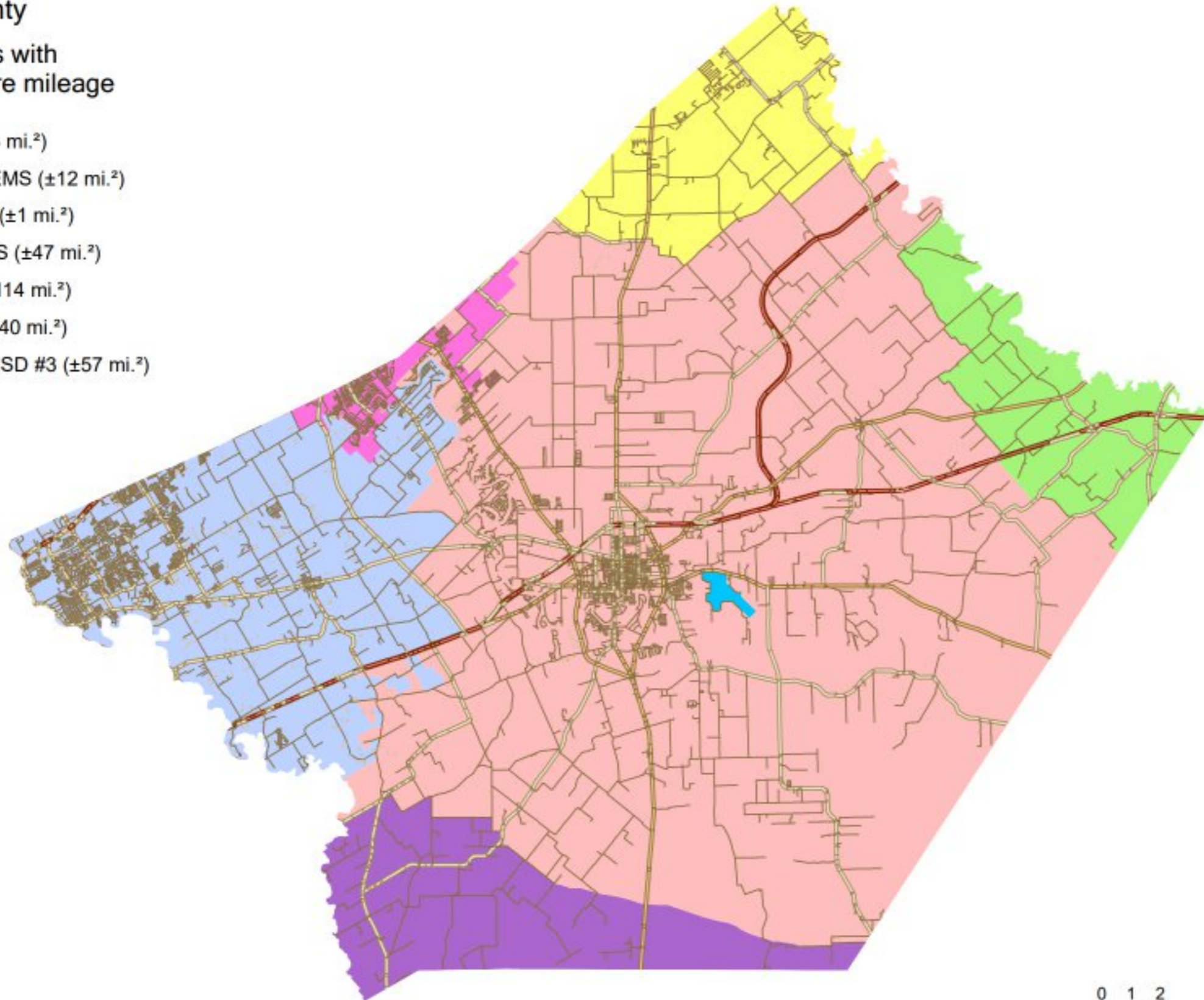
Seguin Agreement

Luling Agreement

Guadalupe County

EMS service areas with approximate square mileage

- Luling EMS (± 43 mi.²)
- New Braunfels EMS (± 12 mi.²)
- JBSA Randolph (± 1 mi.²)
- San Marcos EMS (± 47 mi.²)
- Schertz EMS (± 114 mi.²)
- Seguin EMS (± 440 mi.²)
- Wilson County ESD #3 (± 57 mi.²)



RESOLUTION NO. 23-R-60

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO INTERLOCAL AGREEMENTS FOR ALLOCATION OF EMERGENCY MEDICAL SERVICES AND FOR MUTUAL AID AGREEMENTS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Schertz desires to provide emergency medical services to the unincorporated areas of Guadalupe County (the "County") and is entering into an Interlocal Agreement for Emergency Medical Services with the County to provide said services (the "County EMS Agreement") which is to be effective on the same effective date of this Agreement; and

WHEREAS, for purposes of facilitating the County EMS Agreement, Schertz desires to allocate between Schertz, Seguin, Luling, San Marcos/Hays County EMS, and Wilson County ESD #3 the coverage area, fees, personnel, equipment and other obligations of the County EMS Agreement in exchange for mutual covenants and other consideration hereinafter provided; and

WHEREAS, City Staff recommends that City Council authorizes the City Manager to enter into an interlocal agreement with the City of Seguin, the City of Luling, San Marcos/Hays County EMS and Wilson County ESD #3 for allocation of emergency medical services and for mutual aid;

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

Section 1. The City Council hereby authorizes the City Manager to enter into an interlocal agreement with the City of Seguin for emergency medical services and for mutual aid as set forth in Exhibit A.

Section 2. The City Council hereby authorizes the City Manager to enter into an interlocal agreement with the City of Luling for emergency medical services and for mutual aid as set forth in Exhibit B.

Section 3. The City Council hereby authorizes the City Manager to enter into an interlocal agreement with San Marcos/Hays County EMS for emergency medical services and for mutual aid as set forth in Exhibit C.

Section 4. The City Council hereby authorizes the City Manager to enter into an interlocal agreement with Wilson County ESD #3 for emergency medical services and for mutual aid as set forth in Exhibit D.

Section 5. 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 6. 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 7. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 8. 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 9. 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 10. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

INTERLOCAL AGREEMENT
FOR ALLOCATION OF EMERGENCY MEDICAL SERVICES AND FOR
MUTUAL AID

STATE OF TEXAS COUNTY OF
GUADALUPE

This Interlocal Agreement for Allocation of Emergency Medical Services and for Mutual Aid (this "Agreement"), is between the City of Schertz, Texas ("Schertz"), and Wilson County ESD #3 EMS ("Wilson County ESD #3"), and shall be effective as of October 1, 2023, for the term stated below. Schertz and Wilson County ESD #3 shall hereafter collectively be referred to as "the Cities" or "the Parties."

WHEREAS, Schertz desires to provide emergency medical services to the unincorporated areas of Guadalupe County (the "County") and is entering into an Interlocal Agreement for Emergency Medical Services with the County to provide said services (the "County EMS Agreement") which is to be effective on the same effective date of this Agreement; and

WHEREAS, for purposes of facilitating the County EMS Agreement, Schertz desires to allocate between Schertz and Wilson County ESD #3 coverage area, fees, personnel, equipment and other obligations of the County EMS Agreement in exchange for mutual covenants and other consideration hereinafter provided;

NOW, THEREFORE, the Cities/Parties, acting by and through their duly authorized officers, hereby covenant and agree as follows:

Section 1. Responsibilities of Wilson County ESD #3.

- (a) During the term of this Agreement, Wilson County ESD #3 agrees to furnish emergency medical services ("EMS") to the unincorporated areas of the County as described on the map attached hereto as Exhibit "A" ("Service Area").
- (b) Wilson County ESD #3 shall respond to all calls for emergency medical assistance and emergency medical transport and advanced life support service with mobile intensive care unit capability (MICU) within the Service Area. Wilson County ESD #3's MICU units will be staffed with a minimum of one paramedic (preferably with two paramedics) at all times.
- (c) Wilson County ESD #3 agrees that during the term of the Agreement, they shall use any available EMS resource to respond to all requests for service on a next-available-ambulance basis regardless of call location within the Wilson County ESD #3 coverage area.
- (d) Wilson County ESD #3 agrees to use every effort possible to maintain an average monthly response time of thirteen (13) minutes on responses not to include cancellations, transfers, standbys or un-safe scenes in which law enforcement must make the scene safe prior to entry. Response time shall be defined as the period of time starting when a Wilson County ESD #3

ambulance is notified of an emergency response and ending when an ambulance arrives on location of the emergency.

(e) Schertz and the County shall arrange for all requests for assistance within the Service Area to be sent directly to Wilson County ESD #3 by 911-telephone transfer or by the County alerting Wilson County ESD #3 via agreed radio frequency. Such dispatch services shall be redundant and use mechanisms as provided by the Bexar Metro 911 District.

(f) Wilson County ESD #3 agrees to transport patients to their facilities of choice if their medical condition allows based on their policies and protocols. If the patient condition prevents this, the patient should be transported to the closest most appropriate facility.

(g) Wilson County ESD #3 agrees to maintain a Medical Director as required by the Texas Department of State Health Services (DSHS). Any change in Medical Director shall be reported in writing to Schertz within ten (10) business days.

(h) Wilson County ESD #3 will maintain Mutual Aid agreements with multiple agencies, including Schertz, to provide for appropriate responses during times of high call volume or multiple casualty incidents.

(i) Wilson County ESD #3 agrees to coordinate and respond with all Guadalupe County First Responders including Medical Direction, coordination of responses, and re-supplying of medical supplies used on emergency medical responses.

(j) Wilson County ESD #3 shall observe and comply with all applicable federal, state, county and local laws, rules, ordinances, and regulations which in any manner affect the provision of the services described in this Agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.

(k) Wilson County ESD #3 agrees to maintain insurance on its equipment, vehicles, and personnel in the amounts required by the Texas Department of State Health Services for EMS Provider Licensing. Any changes in coverage will be reported in writing to Schertz within ten (10) days of such change becoming effective.

(l) Wilson County ESD #3 agrees to provide Schertz with Wilson County ESD #3's run statistics for responses in the Service Area. These reports shall provide Schertz with the number of calls, location of calls, transports, response times, and type of call (medical/trauma) in the Service Area. These reports shall be sent to Schertz each month before the 5th day of the following month. Due to patient privacy considerations, reports containing specific protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 and other applicable laws shall not be made available to Schertz without the appropriate written consent of the patient or the patient's authorized representative or without a specific court order.

(m) Wilson County ESD #3 agrees to indemnify Schertz to the extent allowed by law for all actions of Wilson County ESD #3 in connection with carrying out the responsibilities of Wilson County ESD #3 under this Agreement.

(n) It is expressly understood that in the performance of the obligations under this Agreement, each party is an independent contractor with the right to supervise, manage, control, and direct the provision of EMS calls to which it is responding.

Section 2. Responsibilities of Schertz.

(a) Schertz agrees to conduct, at a minimum, biannual meetings with all sub-contractors to discuss service level, customer service issues, and other issues as brought forward by the County Emergency Services Administrator. Any customer service issues brought to Schertz regarding service provided by Wilson County ESD #3 will be forwarded as soon as possible to Wilson County ESD #3 for investigation and resolution.

(b) Schertz agrees to coordinate with the Guadalupe County Emergency Management Office on the designation of recognized County first responders and to report any changes in this designation to Wilson County ESD #3 immediately.

(c) Schertz agrees to involve Wilson County ESD #3 as necessary on all EMS-related issues that occur in the Service Area covered by Wilson County ESD #3. This would include issues such as ambulance standbys, injury prevention activities, and community education events.

(d) Schertz agrees to indemnify Wilson County ESD #3 to the extent allowed by law for all actions of Schertz in connection with carrying out the responsibilities of Schertz under this Agreement.

Section 3. Term and Renewal.

This Agreement shall be for a term commencing with the effective date of October 1, 2023. This Agreement shall remain in full force and effect for the full term of the County EMS Agreement ("Term") which is three (3) years, including any extensions thereof ("Renewal Term") provided that either Wilson County ESD #3 or Schertz may terminate this Agreement as set forth in Section 6 of this Agreement.

Section 4. Consideration.

- (a) In consideration of Wilson County ESD #3's provision of the Emergency Medical Services during the Initial Term, Schertz agrees to pay Wilson County ESD #3 \$50,783.01 annually, payable in twelve (12) equal monthly installments within fifteen (15) days of each month for each year of the Initial Term.
- (b) If Schertz negotiates any extension of its agreement with the County and there is any increase or decrease of fees, Schertz shall negotiate with all sub-contractors to provide additional consideration as outlined by Schertz's agreement with the County.
- (c) Schertz retains the right to negotiate with one or more sub-contractors for the provision of EMS to the County on an annual basis with respect to territory coverage, call volume and other considerations so that Schertz may facilitate the highest levels of EMS service being provided at all times throughout all areas of the County.

- (d) Schertz agrees not to withhold monthly installments for any reason other than monthly reports not being received from Wilson County ESD #3 in a timely manner. Alleged failure to perform shall be addressed in accordance with this Agreement but shall not be reason to withhold payments.
- (e) Schertz agrees that, in addition to the fee payable by Schertz to Wilson County ESD #3 pursuant to Section 4(a), Wilson County ESD #3 and its contracted designees will make every attempt to bill and collect from the patient's insurance company. In no event shall Schertz or the County be responsible for payment of such patient charges.

Section 5. Failure to Perform.

- (a) Wilson County ESD #3 agrees to maintain response time reliability as outlined in Section 1(d). In the event that Wilson County ESD #3 fails to maintain response time reliability as outlined in Section 1(d), Wilson County ESD #3 will report this fact to Schertz and a meeting will be called to discuss the circumstances that led to this failure to perform.
- (b) Schertz may, at its discretion, place Wilson County ESD #3 on a ninety (90) day remediation period.
During this time, Wilson County ESD #3 will provide reports as to the steps it is taking to correct the poor performance and the current response time reliability.
- (c) Wilson County ESD #3 agrees to make every effort possible to fulfill their responsibilities in assisting Schertz in maintaining compliance with the County's expectations as outlined by this Agreement. If Wilson County ESD #3's performance or lack thereof could harm the overall viability of Schertz's agreement with the County, Schertz may, after a 90-day notice, terminate this agreement with Wilson County ESD #3. All monies owed for the service provided until the actual date of termination will be paid to Wilson County ESD #3.

Section 6. Termination of this Agreement.

- (a) This Agreement shall remain in effect until Agreement expires, completion and acceptance of services or default. Schertz reserves the right to terminate the contract with a 90 day written notice. Either party may terminate this Agreement without cause by giving not less than one hundred twenty (120) days' notice in writing to the other party. When such notice is provided, Wilson County ESD #3 agrees to continue to provide service until the one hundred twenty (120) day notice period ends. Schertz agrees to pay the full consideration due to Wilson County ESD #3 through the one hundred twenty (120) day notice period.

Section 7. Mutual Aid.

- (a) Wilson County ESD #3 and Schertz expressly acknowledge and agree that, in certain instances, the other party may not be able to respond to an EMS call within its allocated service area. In such instances, the parties agree to provide each other with mutual aid and to dispatch equipment and/or personnel in accordance with and subject to the terms and conditions hereinafter set forth.
- (b) The Parties agree to provide EMS to each other upon a request for assistance from the EMS Chief, Fire Chief, Battalion Chief, City Manager or other authorized individual as designated in writing by the respective City.
- (c) Although each party will endeavor to respond to all requests for assistance, nothing herein shall be construed as imposing any absolute duty or obligation upon any party to respond to any particular request for services. The provision of EMS to each party's own area of responsibility shall always remain the primary function of that party's department.
- (d) The responding party shall report with its equipment and/or personnel to the location requested by the dispatcher and shall remain there to render the assistance required. Should the responding party be dispatched to a location at which the requesting party has already arrived, the responding party agrees to work under the authority of the requesting party upon arrival at the scene.
- (e) In the event one party cannot or is unable to respond to a request for assistance, that party shall immediately notify the party requesting such assistance.
- (f) All claims for workers compensation or other benefits arising out of the performance of this Agreement shall be the sole responsibility of the party which is the general employer or supervisor of the person filing such claim.
- (g) At no time shall the employees of a responding party be considered borrowed servants or on loan to the requesting party.

Section 8. Authorization. This Agreement has been duly authorized by the governing bodies of Wilson County ESD #3 and Schertz.

Section 9. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.

Section 10. Amendments. This Agreement represents the complete understanding of Wilson County ESD #3 and Schertz with respect to the matters described herein, and this Agreement may not be amended or altered without the written consent of both parties.

Section 11. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

Section 12. Governmental Functions; Liability; No Waiver of Immunity or Defenses. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

- (a) The services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
- (b) The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- (c) Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.
- (d) Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the other Party in connection with the Agreement. Each Party covenants and agrees, to the extent permitted by law, that it shall be solely responsible, as between the Parties, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, agents, representatives, or assigns, in connection therewith.
- (e) Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.
- (f) Neither Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

[Signatures and acknowledgements on the following pages]

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS
AND WILSON COUNTY ESD #3, TEXAS**

The Parties hereto have executed this Agreement as of the dates set forth below to be effective as of the Effective Date.

CITY OF SCHERTZ, TEXAS

By: _____

Steve Williams, City Manager

SIGNATURE PAGE TO

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS
AND WILSON COUNTY ESD #3, TEXAS**

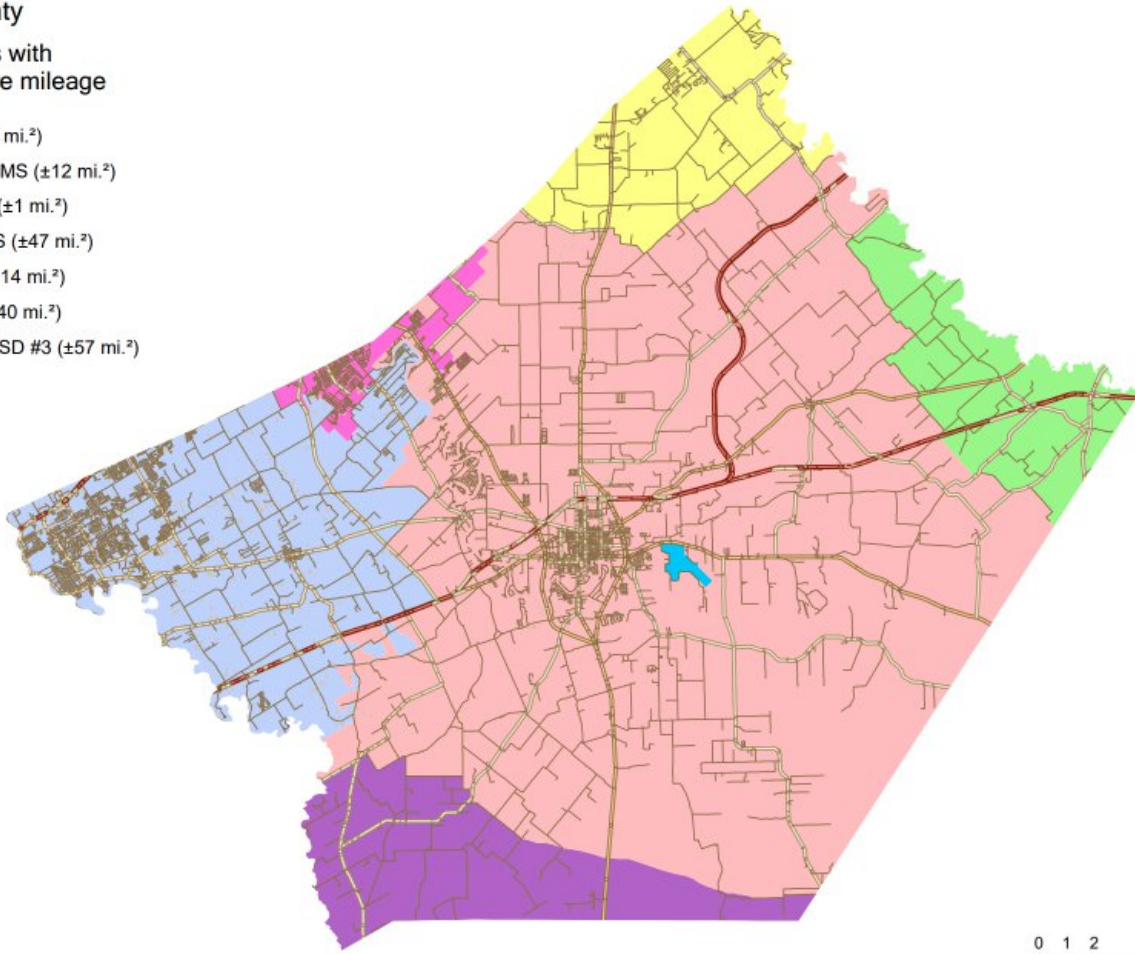
WILSON COUNTY ESD #3

By: _____

Guadalupe County

EMS service areas with approximate square mileage

- Luling EMS (± 43 mi.²)
- New Braunfels EMS (± 12 mi.²)
- JBSA Randolph (± 1 mi.²)
- San Marcos EMS (± 47 mi.²)
- Schertz EMS (± 114 mi.²)
- Seguin EMS (± 440 mi.²)
- Wilson County ESD #3 (± 57 mi.²)



INTERLOCAL AGREEMENT
FOR ALLOCATION OF EMERGENCY MEDICAL SERVICES AND FOR
MUTUAL AID

STATE OF TEXAS COUNTY OF
GUADALUPE

This Interlocal Agreement for Allocation of Emergency Medical Services and for Mutual Aid (this "Agreement"), is between the City of Schertz, Texas ("Schertz"), and San Marcos/Hays County EMS ("SM/HC EMS"), and shall be effective as of October 1, 2023, for the term stated below. Schertz and SM/HC EMS shall hereafter collectively be referred to as "the Cities" or "the Parties."

WHEREAS, Schertz desires to provide emergency medical services to the unincorporated areas of Guadalupe County (the "County") and is entering into an Interlocal Agreement for Emergency Medical Services with the County to provide said services (the "County EMS Agreement") which is to be effective on the same effective date of this Agreement; and

WHEREAS, for purposes of facilitating the County EMS Agreement, Schertz desires to allocate between Schertz and SM/HC EMS coverage area, fees, personnel, equipment and other obligations of the County EMS Agreement in exchange for mutual covenants and other consideration hereinafter provided;

NOW, THEREFORE, the Cities/Parties, acting by and through their duly authorized officers, hereby covenant and agree as follows:

Section 1. Responsibilities of SM/HC EMS.

- (a) During the term of this Agreement, SM/HC EMS agrees to furnish emergency medical services ("EMS") to the unincorporated areas of the County as described on the map attached hereto as Exhibit "A" ("Service Area").
- (b) SM/HC EMS shall respond to all calls for emergency medical assistance and emergency medical transport and advanced life support service with mobile intensive care unit capability (MICU) within the Service Area. SM/HC EMS's MICU units will be staffed with a minimum of one paramedic (preferably with two paramedics) at all times.
- (c) SM/HC EMS agrees that during the term of the Agreement, they shall use any available EMS resource to respond to all requests for service on a next-available-ambulance basis regardless of call location within the SM/HC EMS coverage area.
- (d) SM/HC EMS agrees to use every effort possible to maintain an average monthly response time of thirteen (13) minutes on responses not to include cancellations, transfers, standbys or un-safe scenes in which law enforcement must make the scene safe prior to entry. Response time shall be defined as the period of time starting when a SM/HC EMS

ambulance is notified of an emergency response and ending when an ambulance arrives on location of the emergency.

(e) Schertz and the County shall arrange for all requests for assistance within the Service Area to be sent directly to SM/HC EMS by 911-telephone transfer or by the County alerting SM/HC EMS via agreed radio frequency. Such dispatch services shall be redundant and use mechanisms as provided by the Bexar Metro 911 District.

(f) SM/HC EMS agrees to transport patients to their facilities of choice if their medical condition allows based on their policies and protocols. If the patient condition prevents this, the patient should be transported to the closest most appropriate facility.

(g) SM/HC EMS agrees to maintain a Medical Director as required by the Texas Department of State Health Services (DSHS). Any change in Medical Director shall be reported in writing to Schertz within ten (10) business days.

(h) SM/HC EMS will maintain Mutual Aid agreements with multiple agencies, including Schertz, to provide for appropriate responses during times of high call volume or multiple casualty incidents.

(i) SM/HC EMS agrees to coordinate and respond with all Guadalupe County First Responders including Medical Direction, coordination of responses, and re-supplying of medical supplies used on emergency medical responses.

(j) SM/HC EMS shall observe and comply with all applicable federal, state, county and local laws, rules, ordinances, and regulations which in any manner affect the provision of the services described in this Agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.

(k) SM/HC EMS agrees to maintain insurance on its equipment, vehicles, and personnel in the amounts required by the Texas Department of State Health Services for EMS Provider Licensing. Any changes in coverage will be reported in writing to Schertz within ten (10) days of such change becoming effective.

(l) SM/HC EMS agrees to provide Schertz with SM/HC EMS's run statistics for responses in the Service Area. These reports shall provide Schertz with the number of calls, location of calls, transports, response times, and type of call (medical/trauma) in the Service Area. These reports shall be sent to Schertz each month before the 5th day of the following month. Due to patient privacy considerations, reports containing specific protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 and other applicable laws shall not be made available to Schertz without the appropriate written consent of the patient or the patient's authorized representative or without a specific court order.

(m) SM/HC EMS agrees to indemnify Schertz to the extent allowed by law for all actions of SM/HC EMS in connection with carrying out the responsibilities of SM/HC EMS under this Agreement.

(n) It is expressly understood that in the performance of the obligations under this Agreement, each party is an independent contractor with the right to supervise, manage, control, and direct the provision of EMS calls to which it is responding.

Section 2. Responsibilities of Schertz.

(a) Schertz agrees to conduct, at a minimum, biannual meetings with all sub-contractors to discuss service level, customer service issues, and other issues as brought forward by the County Emergency Services Administrator. Any customer service issues brought to Schertz regarding service provided by SM/HC EMS will be forwarded as soon as possible to SM/HC EMS for investigation and resolution.

(b) Schertz agrees to coordinate with the Guadalupe County Emergency Management Office on the designation of recognized County first responders and to report any changes in this designation to SM/HC EMS immediately.

(c) Schertz agrees to involve SM/HC EMS as necessary on all EMS-related issues that occur in the Service Area covered by SM/HC EMS. This would include issues such as ambulance standbys, injury prevention activities, and community education events.

(d) Schertz agrees to indemnify SM/HC EMS to the extent allowed by law for all actions of Schertz in connection with carrying out the responsibilities of Schertz under this Agreement.

Section 3. Term and Renewal.

This Agreement shall be for a term commencing with the effective date of October 1, 2023. This Agreement shall remain in full force and effect for the full term of the County EMS Agreement ("Term") which is three (3) years, including any extensions thereof ("Renewal Term") provided that either SM/HC EMS or Schertz may terminate this Agreement as set forth in Section 6 of this Agreement.

Section 4. Consideration.

- (a) In consideration of SM/HC EMS's provision of the Emergency Medical Services during the Initial Term, Schertz agrees to pay SM/HC EMS \$102,230.02 annually, payable in twelve (12) equal monthly installments within fifteen (15) days of each month for each year of the Initial Term.
- (b) If Schertz negotiates any extension of its agreement with the County and there is any increase or decrease of fees, Schertz shall negotiate with all sub-contractors to provide additional consideration as outlined by Schertz's agreement with the County.
- (c) Schertz retains the right to negotiate with one or more sub-contractors for the provision of EMS to the County on an annual basis with respect to territory coverage, call volume and other considerations so that Schertz may facilitate the highest levels of EMS service being provided at all times throughout all areas of the County.

- (d) Schertz agrees not to withhold monthly installments for any reason other than monthly reports not being received from SM/HC EMS in a timely manner. Alleged failure to perform shall be addressed in accordance with this Agreement but shall not be reason to withhold payments.
- (e) Schertz agrees that, in addition to the fee payable by Schertz to SM/HC EMS pursuant to Section 4(a), SM/HC EMS and its contracted designees will make every attempt to bill and collect from the patient's insurance company. In no event shall Schertz or the County be responsible for payment of such patient charges.

Section 5. Failure to Perform.

- (a) SM/HC EMS agrees to maintain response time reliability as outlined in Section 1(d). In the event that SM/HC EMS fails to maintain response time reliability as outlined in Section 1(d), SM/HC EMS will report this fact to Schertz and a meeting will be called to discuss the circumstances that led to this failure to perform.
- (b) Schertz may, at its discretion, place SM/HC EMS on a ninety (90) day remediation period. During this time, SM/HC EMS will provide reports as to the steps it is taking to correct the poor performance and the current response time reliability.
- (c) SM/HC EMS agrees to make every effort possible to fulfill their responsibilities in assisting Schertz in maintaining compliance with the County's expectations as outlined by this Agreement. If SM/HC EMS's performance or lack thereof could harm the overall viability of Schertz's agreement with the County, Schertz may, after a 90-day notice, terminate this agreement with SM/HC EMS. All monies owed for the service provided until the actual date of termination will be paid to SM/HC EMS.

Section 6. Termination of this Agreement.

- (a) This Agreement shall remain in effect until Agreement expires, completion and acceptance of services or default. Schertz reserves the right to terminate the contract with a 90 day written notice. Either party may terminate this Agreement without cause by giving not less than one hundred twenty (120) days' notice in writing to the other party. When such notice is provided, SM/HC EMS agrees to continue to provide service until the one hundred twenty (120) day notice period ends. Schertz agrees to pay the full consideration due to SM/HC EMS through the one hundred twenty (120) day notice period.

Section 7. Mutual Aid.

- (a) SM/HC EMS and Schertz expressly acknowledge and agree that, in certain instances, the other party may not be able to respond to an EMS call within its allocated service area. In such instances, the parties agree to provide each other with mutual aid and to dispatch equipment and/or personnel in accordance with and subject to the terms and conditions hereinafter set forth.
- (b) The Parties agree to provide EMS to each other upon a request for assistance from the EMS Chief, Fire Chief, Battalion Chief, City Manager or other authorized individual as designated in writing by the respective City.
- (c) Although each party will endeavor to respond to all requests for assistance, nothing herein shall be construed as imposing any absolute duty or obligation upon any party to respond to any particular request for services. The provision of EMS to each party's own area of responsibility shall always remain the primary function of that party's department.
- (d) The responding party shall report with its equipment and/or personnel to the location requested by the dispatcher and shall remain there to render the assistance required. Should the responding party be dispatched to a location at which the requesting party has already arrived, the responding party agrees to work under the authority of the requesting party upon arrival at the scene.
- (e) In the event one party cannot or is unable to respond to a request for assistance, that party shall immediately notify the party requesting such assistance.
- (f) All claims for workers compensation or other benefits arising out of the performance of this Agreement shall be the sole responsibility of the party which is the general employer or supervisor of the person filing such claim.
- (g) At no time shall the employees of a responding party be considered borrowed servants or on loan to the requesting party.

Section 8. Authorization. This Agreement has been duly authorized by the governing bodies of SM/HC EMS and Schertz.

Section 9. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.

Section 10. Amendments. This Agreement represents the complete understanding of SM/HC EMS and Schertz with respect to the matters described herein, and this Agreement may not be amended or altered without the written consent of both parties.

Section 11. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

Section 12. Governmental Functions; Liability; No Waiver of Immunity or Defenses. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

- (a) The services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
- (b) The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- (c) Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.
- (d) Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the other Party in connection with the Agreement. Each Party covenants and agrees, to the extent permitted by law, that it shall be solely responsible, as between the Parties, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, agents, representatives, or assigns, in connection therewith.
- (e) Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.
- (f) Neither Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

[Signatures and acknowledgements on the following pages]

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS
AND SAN MARCOS/HAYS COUNTY EMS, TEXAS**

The Parties hereto have executed this Agreement as of the dates set forth below to be effective as of the Effective Date.

CITY OF SCHERTZ, TEXAS

By: _____

Steve Williams, City Manager

SIGNATURE PAGE TO

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS
AND SAN MARCOS/HAYS COUNTY EMS, TEXAS**

SAN MARCOS/HAYS COUNTY EMS

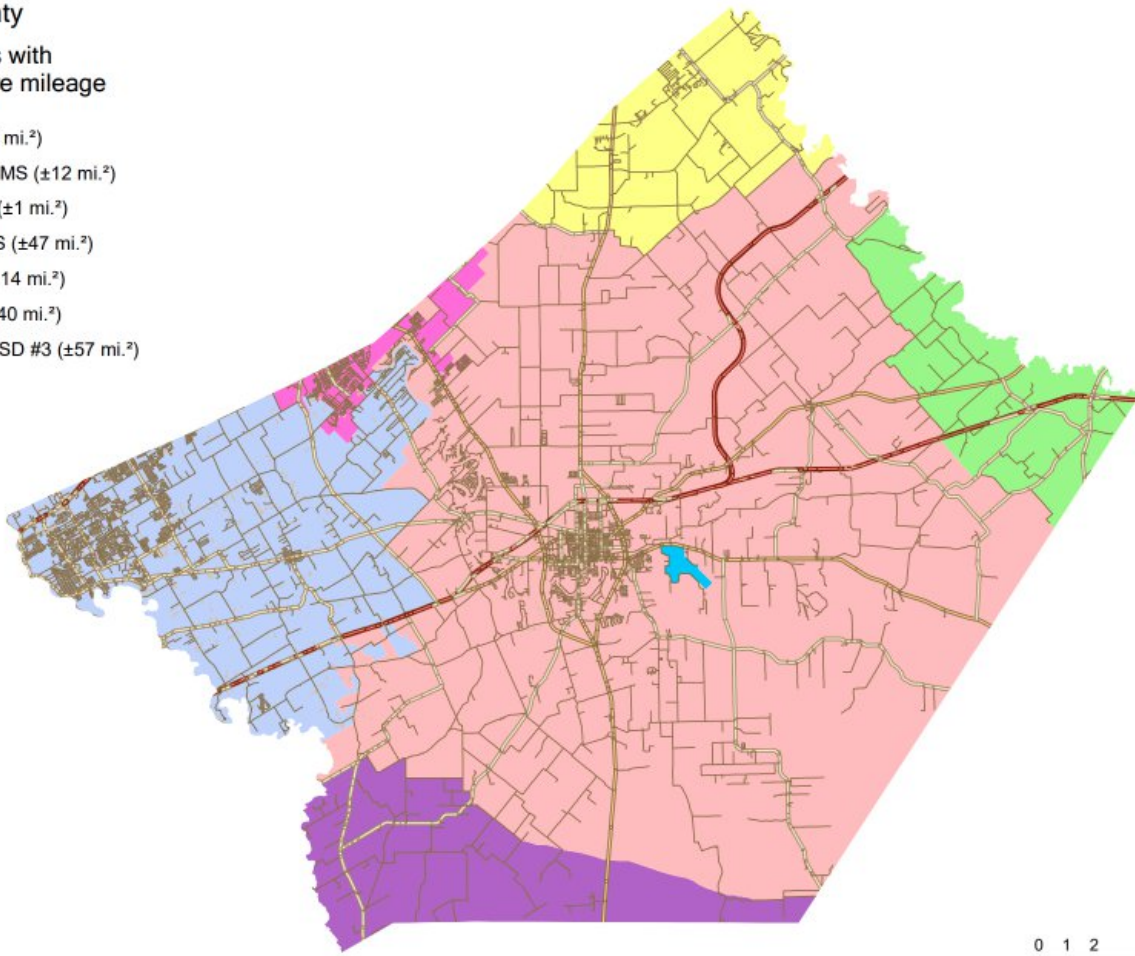
By: _____

David Smith, EMS Director

Guadalupe County

EMS service areas with approximate square mileage

- Luling EMS (± 43 mi.²)
- New Braunfels EMS (± 12 mi.²)
- JBSA Randolph (± 1 mi.²)
- San Marcos EMS (± 47 mi.²)
- Schertz EMS (± 114 mi.²)
- Seguin EMS (± 440 mi.²)
- Wilson County ESD #3 (± 57 mi.²)



INTERLOCAL AGREEMENT
FOR ALLOCATION OF EMERGENCY MEDICAL SERVICES AND FOR
MUTUAL AID

STATE OF TEXAS COUNTY OF
GUADALUPE

This Interlocal Agreement for Allocation of Emergency Medical Services and for Mutual Aid (this "Agreement"), is between the City of Schertz, Texas ("Schertz"), and the City of Seguin, Texas ("Seguin"), and shall be effective as of October 1, 2023, for the term stated below. Schertz and Seguin shall hereafter collectively be referred to as "the Cities" or "the Parties."

WHEREAS, Schertz desires to provide emergency medical services to the unincorporated areas of Guadalupe County (the "County") and is entering into an Interlocal Agreement for Emergency Medical Services with the County to provide said services (the "County EMS Agreement") which is to be effective on the same effective date of this Agreement; and

WHEREAS, for purposes of facilitating the County EMS Agreement, Schertz desires to allocate between Schertz and Seguin coverage area, fees, personnel, equipment and other obligations of the County EMS Agreement in exchange for mutual covenants and other consideration hereinafter provided;

NOW, THEREFORE, the Cities/Parties, acting by and through their duly authorized officers, hereby covenant and agree as follows:

Section 1. Responsibilities of Seguin.

- (a) During the term of this Agreement, Seguin agrees to furnish emergency medical services ("EMS") to the unincorporated areas of the County as described on the map attached hereto as Exhibit "A" ("Service Area").
- (b) Seguin shall respond to all calls for emergency medical assistance and emergency medical transport and advanced life support service with mobile intensive care unit capability (MICU) within the Service Area. Seguin's MICU units will be staffed with a minimum of one paramedic (preferably with two paramedics) at all times.
- (c) Seguin agrees that during the term of the Agreement, they shall use any available EMS resource to respond to all requests for service on a next-available-ambulance basis regardless of call location within the Seguin coverage area.
- (d) Seguin agrees to use every effort possible to maintain an average monthly response time of thirteen (13) minutes on responses not to include cancellations, transfers, standbys or un-safe scenes in which law enforcement must make the scene safe prior to entry. Response time shall be defined as the period of time starting when a Seguin

ambulance is notified of an emergency response and ending when an ambulance arrives on location of the emergency.

(e) Schertz and the County shall arrange for all requests for assistance within the Service Area to be sent directly to Seguin by 911-telephone transfer or by the County alerting Seguin via agreed radio frequency. Such dispatch services shall be redundant and use mechanisms as provided by the Bexar Metro 911 District.

(f) Seguin agrees to transport patients to their facilities of choice if their medical condition allows based on their policies and protocols. If the patient condition prevents this, the patient should be transported to the closest most appropriate facility.

(g) Seguin agrees to maintain a Medical Director as required by the Texas Department of State Health Services (DSHS). Any change in Medical Director shall be reported in writing to Schertz within ten (10) business days.

(h) Seguin will maintain Mutual Aid agreements with multiple agencies, including Schertz, to provide for appropriate responses during times of high call volume or multiple casualty incidents.

(i) Seguin agrees to coordinate and respond with all Guadalupe County First Responders including Medical Direction, coordination of responses, and re-supplying of medical supplies used on emergency medical responses.

(j) Seguin shall observe and comply with all applicable federal, state, county and local laws, rules, ordinances, and regulations which in any manner affect the provision of the services described in this Agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.

(k) Seguin agrees to maintain insurance on its equipment, vehicles, and personnel in the amounts required by the Texas Department of State Health Services for EMS Provider Licensing. Any changes in coverage will be reported in writing to Schertz within ten (10) days of such change becoming effective.

(l) Seguin agrees to provide Schertz with Seguin's run statistics for responses in the Service Area. These reports shall provide Schertz with the number of calls, location of calls, transports, response times, and type of call (medical/trauma) in the Service Area. These reports shall be sent to Schertz each month before the 5th day of the following month. Due to patient privacy considerations, reports containing specific protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 and other applicable laws shall not be made available to Schertz without the appropriate written consent of the patient or the patient's authorized representative or without a specific court order.

(m) Seguin agrees to indemnify Schertz to the extent allowed by law for all actions of Seguin in connection with carrying out the responsibilities of Seguin under this Agreement.

(n) It is expressly understood that in the performance of the obligations under this Agreement, each party is an independent contractor with the right to supervise, manage, control, and direct the provision of EMS calls to which it is responding.

Section 2. Responsibilities of Schertz.

(a) Schertz agrees to conduct, at a minimum, biannual meetings with all sub-contractors to discuss service level, customer service issues, and other issues as brought forward by the County Emergency Services Administrator. Any customer service issues brought to Schertz regarding service provided by Seguin will be forwarded as soon as possible to Seguin for investigation and resolution.

(b) Schertz agrees to coordinate with the Guadalupe County Emergency Management Office on the designation of recognized County first responders and to report any changes in this designation to Seguin immediately.

(c) Schertz agrees to involve Seguin as necessary on all EMS-related issues that occur in the Service Area covered by Seguin. This would include issues such as ambulance standbys, injury prevention activities, and community education events.

(d) Schertz agrees to indemnify Seguin to the extent allowed by law for all actions of Schertz in connection with carrying out the responsibilities of Schertz under this Agreement.

Section 3. Term and Renewal.

This Agreement shall be for a term commencing with the effective date of October 1, 2023. This Agreement shall remain in full force and effect for the full term of the County EMS Agreement ("Term") which is three (3) years, including any extensions thereof ("Renewal Term") provided that either Seguin or Schertz may terminate this Agreement as set forth in Section 6 of this Agreement.

Section 4. Consideration.

- (a) In consideration of Seguin's provision of the Emergency Medical Services during the Initial Term, Schertz agrees to pay Seguin \$485,966.77 annually, payable in twelve (12) equal monthly installments within fifteen (15) days of each month for each year of the Initial Term.
- (b) If Schertz negotiates any extension of its agreement with the County and there is any increase or decrease of fees, Schertz shall negotiate with all sub-contractors to provide additional consideration as outlined by Schertz's agreement with the County.
- (c) Schertz retains the right to negotiate with one or more sub-contractors for the provision of EMS to the County on an annual basis with respect to territory coverage, call volume and other considerations so that Schertz may facilitate the highest levels of EMS service being provided at all times throughout all areas of the County.

- (d) Schertz agrees not to withhold monthly installments for any reason other than monthly reports not being received from Seguin in a timely manner. Alleged failure to perform shall be addressed in accordance with this Agreement but shall not be reason to withhold payments.
- (e) Schertz agrees that, in addition to the fee payable by Schertz to Seguin pursuant to Section 4(a), Seguin and its contracted designees will make every attempt to bill and collect from the patient's insurance company. In no event shall Schertz or the County be responsible for payment of such patient charges.

Section 5. Failure to Perform.

- (a) Seguin agrees to maintain response time reliability as outlined in Section 1(d). In the event that Seguin fails to maintain response time reliability as outlined in Section 1(d), Seguin will report this fact to Schertz and a meeting will be called to discuss the circumstances that led to this failure to perform.
- (b) Schertz may, at its discretion, place Seguin on a ninety (90) day remediation period. During this time, Seguin will provide reports as to the steps it is taking to correct the poor performance and the current response time reliability.
- (c) Seguin agrees to make every effort possible to fulfill their responsibilities in assisting Schertz in maintaining compliance with the County's expectations as outlined by this Agreement. If Seguin's performance or lack thereof could harm the overall viability of Schertz's agreement with the County, Schertz may, after a 90-day notice, terminate this agreement with Seguin. All monies owed for the service provided until the actual date of termination will be paid to Seguin.

Section 6. Termination of this Agreement.

- (a) This Agreement shall remain in effect until Agreement expires, completion and acceptance of services or default. Schertz reserves the right to terminate the contract with a 90 day written notice. Either party may terminate this Agreement without cause by giving not less than one hundred twenty (120) days' notice in writing to the other party. When such notice is provided, Seguin agrees to continue to provide service until the one hundred twenty (120) day notice period ends. Schertz agrees to pay the full consideration due to Seguin through the one hundred twenty (120) day notice period.

Section 7. Mutual Aid.

- (a) Seguin and Schertz expressly acknowledge and agree that, in certain instances, the other party may not be able to respond to an EMS call within its allocated service area. In such instances, the parties agree to provide each other with mutual aid and to dispatch equipment and/or personnel in accordance with and subject to the terms and conditions hereinafter set forth.
- (b) The Parties agree to provide EMS to each other upon a request for assistance from the EMS Chief, Fire Chief, Battalion Chief, City Manager or other authorized individual as designated in writing by the respective City.
- (c) Although each party will endeavor to respond to all requests for assistance, nothing herein shall be construed as imposing any absolute duty or obligation upon any party to respond to any particular request for services. The provision of EMS to each party's own area of responsibility shall always remain the primary function of that party's department.
- (d) The responding party shall report with its equipment and/or personnel to the location requested by the dispatcher and shall remain there to render the assistance required. Should the responding party be dispatched to a location at which the requesting party has already arrived, the responding party agrees to work under the authority of the requesting party upon arrival at the scene.
- (e) In the event one party cannot or is unable to respond to a request for assistance, that party shall immediately notify the party requesting such assistance.
- (f) All claims for workers compensation or other benefits arising out of the performance of this Agreement shall be the sole responsibility of the party which is the general employer or supervisor of the person filing such claim.
- (g) At no time shall the employees of a responding party be considered borrowed servants or on loan to the requesting party.

Section 8. Authorization. This Agreement has been duly authorized by the governing bodies of Seguin and Schertz.

Section 9. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.

Section 10. Amendments. This Agreement represents the complete understanding of Seguin and Schertz with respect to the matters described herein, and this Agreement may not be amended or altered without the written consent of both parties.

Section 11. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

Section 12. Governmental Functions; Liability; No Waiver of Immunity or Defenses. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

- (a) The services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
- (b) The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- (c) Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.
- (d) Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the other Party in connection with the Agreement. Each Party covenants and agrees, to the extent permitted by law, that it shall be solely responsible, as between the Parties, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, agents, representatives, or assigns, in connection therewith.
- (e) Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.
- (f) Neither Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

[Signatures and acknowledgements on the following pages]

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS
AND THE CITY OF SEGUIN, TEXAS**

The Parties hereto have executed this Agreement as of the dates set forth below to be effective as of the Effective Date.

CITY OF SCHERTZ, TEXAS

By: _____

Steve Williams, City Manager

SIGNATURE PAGE TO

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS
AND THE CITY OF SEGUIN, TEXAS**

CITY OF SEGUIN

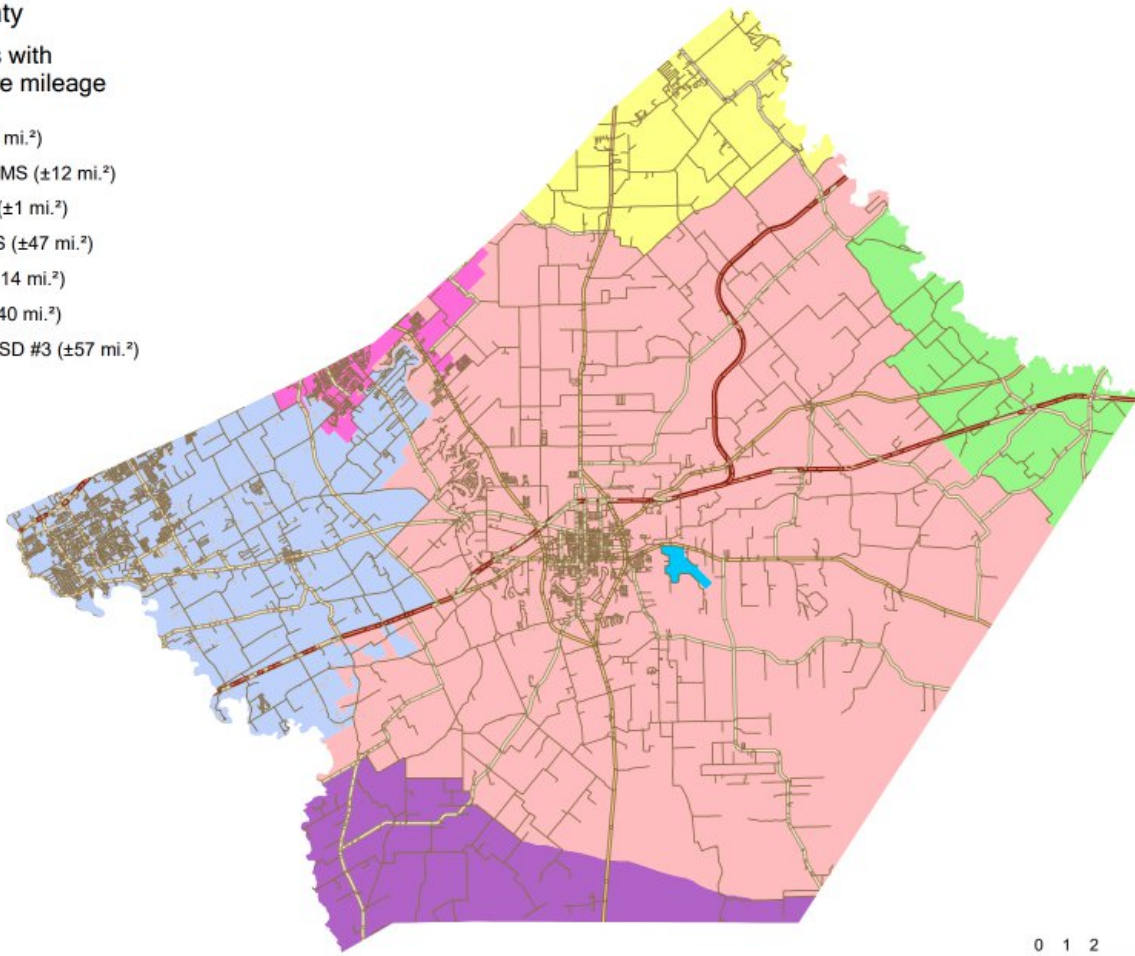
By: _____

Steve Parker, City Manager

Guadalupe County

EMS service areas with approximate square mileage

- Luling EMS (± 43 mi.²)
- New Braunfels EMS (± 12 mi.²)
- JBSA Randolph (± 1 mi.²)
- San Marcos EMS (± 47 mi.²)
- Schertz EMS (± 114 mi.²)
- Seguin EMS (± 440 mi.²)
- Wilson County ESD #3 (± 57 mi.²)



INTERLOCAL AGREEMENT
FOR ALLOCATION OF EMERGENCY MEDICAL SERVICES AND FOR
MUTUAL AID

STATE OF TEXAS COUNTY OF
GUADALUPE

This Interlocal Agreement for Allocation of Emergency Medical Services and for Mutual Aid (this "Agreement"), is between the City of Schertz, Texas ("Schertz"), and the City of Luling, Texas ("Luling"), and shall be effective as of October 1, 2023, for the term stated below. Schertz and Luling shall hereafter collectively be referred to as "the Cities" or "the Parties."

WHEREAS, Schertz desires to provide emergency medical services to the unincorporated areas of Guadalupe County (the "County") and is entering into an Interlocal Agreement for Emergency Medical Services with the County to provide said services (the "County EMS Agreement") which is to be effective on the same effective date of this Agreement; and

WHEREAS, for purposes of facilitating the County EMS Agreement, Schertz desires to allocate between Schertz and Luling coverage area, fees, personnel, equipment and other obligations of the County EMS Agreement in exchange for mutual covenants and other consideration hereinafter provided;

NOW, THEREFORE, the Cities/Parties, acting by and through their duly authorized officers, hereby covenant and agree as follows:

Section 1. Responsibilities of Luling.

- (a) During the term of this Agreement, Luling agrees to furnish emergency medical services ("EMS") to the unincorporated areas of the County as described on the map attached hereto as Exhibit "A" ("Service Area").
- (b) Luling shall respond to all calls for emergency medical assistance and emergency medical transport and advanced life support service with mobile intensive care unit capability (MICU) within the Service Area. Luling's MICU units will be staffed with a minimum of one paramedic (preferably with two paramedics) at all times.
- (c) Luling agrees that during the term of the Agreement, they shall use any available EMS resource to respond to all requests for service on a next-available-ambulance basis regardless of call location within the Luling coverage area.
- (d) Luling agrees to use every effort possible to maintain an average monthly response time of thirteen (13) minutes on responses not to include cancellations, transfers, standbys or un-safe scenes in which law enforcement must make the scene safe prior to entry. Response time shall be defined as the period of time starting when a Luling

ambulance is notified of an emergency response and ending when an ambulance arrives on location of the emergency.

(e) Schertz and the County shall arrange for all requests for assistance within the Service Area to be sent directly to Luling by 911-telephone transfer or by the County alerting Luling via agreed radio frequency. Such dispatch services shall be redundant and use mechanisms as provided by the Bexar Metro 911 District.

(f) Luling agrees to transport patients to their facilities of choice if their medical condition allows based on their policies and protocols. If the patient condition prevents this, the patient should be transported to the closest most appropriate facility.

(g) Luling agrees to maintain a Medical Director as required by the Texas Department of State Health Services (DSHS). Any change in Medical Director shall be reported in writing to Schertz within ten (10) business days.

(h) Luling will maintain Mutual Aid agreements with multiple agencies, including Schertz, to provide for appropriate responses during times of high call volume or multiple casualty incidents.

(i) Luling agrees to coordinate and respond with all Guadalupe County First Responders including Medical Direction, coordination of responses, and re-supplying of medical supplies used on emergency medical responses.

(j) Luling shall observe and comply with all applicable federal, state, county and local laws, rules, ordinances, and regulations which in any manner affect the provision of the services described in this Agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.

(k) Luling agrees to maintain insurance on its equipment, vehicles, and personnel in the amounts required by the Texas Department of State Health Services for EMS Provider Licensing. Any changes in coverage will be reported in writing to Schertz within ten (10) days of such change becoming effective.

(l) Luling agrees to provide Schertz with Luling's run statistics for responses in the Service Area. These reports shall provide Schertz with the number of calls, location of calls, transports, response times, and type of call (medical/trauma) in the Service Area. These reports shall be sent to Schertz each month before the 5th day of the following month. Due to patient privacy considerations, reports containing specific protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 and other applicable laws shall not be made available to Schertz without the appropriate written consent of the patient or the patient's authorized representative or without a specific court order.

(m) Luling agrees to indemnify Schertz to the extent allowed by law for all actions of Luling in connection with carrying out the responsibilities of Luling under this Agreement.

(n) It is expressly understood that in the performance of the obligations under this Agreement, each party is an independent contractor with the right to supervise, manage, control, and direct the provision of EMS calls to which it is responding.

Section 2. Responsibilities of Schertz.

(a) Schertz agrees to conduct, at a minimum, biannual meetings with all sub-contractors to discuss service level, customer service issues, and other issues as brought forward by the County Emergency Services Administrator. Any customer service issues brought to Schertz regarding service provided by Luling will be forwarded as soon as possible to Luling for investigation and resolution.

(b) Schertz agrees to coordinate with the Guadalupe County Emergency Management Office on the designation of recognized County first responders and to report any changes in this designation to Luling immediately.

(c) Schertz agrees to involve Luling as necessary on all EMS-related issues that occur in the Service Area covered by Luling. This would include issues such as ambulance standbys, injury prevention activities, and community education events.

(d) Schertz agrees to indemnify Luling to the extent allowed by law for all actions of Schertz in connection with carrying out the responsibilities of Schertz under this Agreement.

Section 3. Term and Renewal.

This Agreement shall be for a term commencing with the effective date of October 1, 2023. This Agreement shall remain in full force and effect for the full term of the County EMS Agreement ("Term") which is three (3) years, including any extensions thereof ("Renewal Term") provided that either Luling or Schertz may terminate this Agreement as set forth in Section 6 of this Agreement.

Section 4. Consideration.

- (a) In consideration of Luling's provision of the Emergency Medical Services during the Initial Term, Schertz agrees to pay Luling \$41,585.80 annually, payable in twelve (12) equal monthly installments within fifteen (15) days of each month for each year of the Initial Term.
- (b) If Schertz negotiates any extension of its agreement with the County and there is any increase or decrease of fees, Schertz shall negotiate with all sub-contractors to provide additional consideration as outlined by Schertz's agreement with the County.
- (c) Schertz retains the right to negotiate with one or more sub-contractors for the provision of EMS to the County on an annual basis with respect to territory coverage, call volume and other considerations so that Schertz may facilitate the highest levels of EMS service being provided at all times throughout all areas of the County.

- (d) Schertz agrees not to withhold monthly installments for any reason other than monthly reports not being received from Luling in a timely manner. Alleged failure to perform shall be addressed in accordance with this Agreement but shall not be reason to withhold payments.
- (e) Schertz agrees that, in addition to the fee payable by Schertz to Luling pursuant to Section 4(a), Luling and its contracted designees will make every attempt to bill and collect from the patient's insurance company. In no event shall Schertz or the County be responsible for payment of such patient charges.

Section 5. Failure to Perform.

- (a) Luling agrees to maintain response time reliability as outlined in Section 1(d). In the event that Luling fails to maintain response time reliability as outlined in Section 1(d), Luling will report this fact to Schertz and a meeting will be called to discuss the circumstances that led to this failure to perform.
- (b) Schertz may, at its discretion, place Luling on a ninety (90) day remediation period. During this time, Luling will provide reports as to the steps it is taking to correct the poor performance and the current response time reliability.
- (c) Luling agrees to make every effort possible to fulfill their responsibilities in assisting Schertz in maintaining compliance with the County's expectations as outlined by this Agreement. If Luling's performance or lack thereof could harm the overall viability of Schertz's agreement with the County, Schertz may, after a 90-day notice, terminate this agreement with Luling. All monies owed for the service provided until the actual date of termination will be paid to Luling.

Section 6. Termination of this Agreement.

- (a) This Agreement shall remain in effect until Agreement expires, completion and acceptance of services or default. Schertz reserves the right to terminate the contract with a 90 day written notice. Either party may terminate this Agreement without cause by giving not less than one hundred twenty (120) days' notice in writing to the other party. When such notice is provided, Luling agrees to continue to provide service until the one hundred twenty (120) day notice period ends. Schertz agrees to pay the full consideration due to Luling through the one hundred twenty (120) day notice period.

Section 7. Mutual Aid.

- (a) Luling and Schertz expressly acknowledge and agree that, in certain instances, the other party may not be able to respond to an EMS call within its allocated service area. In such instances, the parties agree to provide each other with mutual aid and to dispatch equipment and/or personnel in accordance with and subject to the terms and conditions hereinafter set forth.
- (b) The Parties agree to provide EMS to each other upon a request for assistance from the EMS Chief, Fire Chief, Battalion Chief, City Manager or other authorized individual as designated in writing by the respective City.
- (c) Although each party will endeavor to respond to all requests for assistance, nothing herein shall be construed as imposing any absolute duty or obligation upon any party to respond to any particular request for services. The provision of EMS to each party's own area of responsibility shall always remain the primary function of that party's department.
- (d) The responding party shall report with its equipment and/or personnel to the location requested by the dispatcher and shall remain there to render the assistance required. Should the responding party be dispatched to a location at which the requesting party has already arrived, the responding party agrees to work under the authority of the requesting party upon arrival at the scene.
- (e) In the event one party cannot or is unable to respond to a request for assistance, that party shall immediately notify the party requesting such assistance.
- (f) All claims for workers compensation or other benefits arising out of the performance of this Agreement shall be the sole responsibility of the party which is the general employer or supervisor of the person filing such claim.
- (g) At no time shall the employees of a responding party be considered borrowed servants or on loan to the requesting party.

Section 8. Authorization. This Agreement has been duly authorized by the governing bodies of Luling and Schertz.

Section 9. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.

Section 10. Amendments. This Agreement represents the complete understanding of Luling and Schertz with respect to the matters described herein, and this Agreement may not be amended or altered without the written consent of both parties.

Section 11. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

Section 12. Governmental Functions; Liability; No Waiver of Immunity or Defenses. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

- (a) The services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
- (b) The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- (c) Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.
- (d) Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the other Party in connection with the Agreement. Each Party covenants and agrees, to the extent permitted by law, that it shall be solely responsible, as between the Parties, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, agents, representatives, or assigns, in connection therewith.
- (e) Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.
- (f) Neither Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

[Signatures and acknowledgements on the following pages]

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS
AND THE CITY OF LULING, TEXAS**

The Parties hereto have executed this Agreement as of the dates set forth below to be effective as of the Effective Date.

CITY OF SCHERTZ, TEXAS

By: _____

Steve Williams, City Manager

SIGNATURE PAGE TO

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS
AND THE CITY OF LULING, TEXAS**

CITY OF LULING

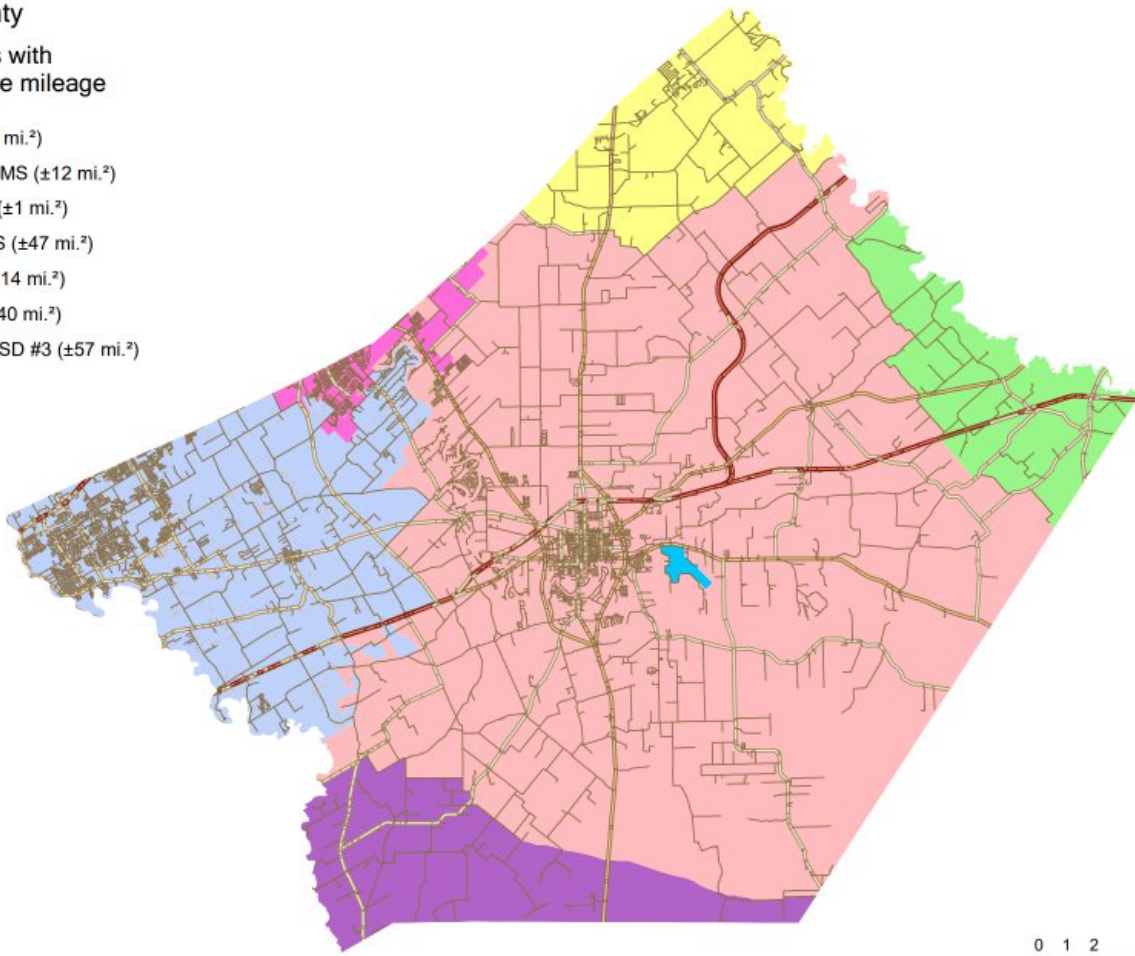
By: _____

Mark Mayo, City Manager

Guadalupe County

EMS service areas with approximate square mileage

- Luling EMS (± 43 mi.²)
- New Braunfels EMS (± 12 mi.²)
- JBSA Randolph (± 1 mi.²)
- San Marcos EMS (± 47 mi.²)
- Schertz EMS (± 114 mi.²)
- Seguin EMS (± 440 mi.²)
- Wilson County ESD #3 (± 57 mi.²)



CITY COUNCIL MEMORANDUM

City Council Meeting: July 18, 2023
Department: Parks, Recreation & Community Service
Subject: Resolution 23-R-62 - Consideration and/or action by the City Council of the City of Schertz, Texas, approving a resolution authorizing the City Manager to submit a Local Parks Grant application, and accept grant funds if awarded, from the Texas Parks & Wildlife Department Outdoor Recreation Grants Program for future development of the Hilltop/Homestead Park. (S.Gonzalez/L.Shrum)

BACKGROUND

The City of Schertz has owned an 8-acre parcel known unofficially as "Hilltop Park" for close to a decade, and it has been undeveloped due to a lack of funding. Over the past few years, city staff has been able to address deferred maintenance and begin to create a Capital Improvements Plan. As part of that process, staff focused on the Hilltop Park area and discovered some adjacent HOA properties that could be acquired to create a larger community park. Around the same time, the Homestead development started coming on-line and staff worked with the developer to create the future city park in the Homestead development that would be adjacent to the existing Hilltop Park site. City staff hired a consultant to develop a conceptual plan for how the site could come together as a contiguous 45-acre nature-based community park that would be a jewel for the residents of Schertz.

City staff met with both HOA boards who own the adjacent land and both are open to donating the land for the project. The appraised value of the land will be utilized as part of the match requirement for the grant, reducing the city's cash match requirement for the project. Staff is working to get letter of commitment from them to turn in with the grant.

The TPWD Outdoor Recreation Grant for Local Parks has an annual funding cycle with applications being accepted in late summer (due August 1, 2023) with awards being disbursed early spring 2023. Additional public input meetings for residents in Northern Schertz will be held over the next year to continue to garner feedback on the proposed conceptual plan and amenities.

GOAL

The goal is to consolidate the existing city-owned "Hilltop Park" with the existing HOA owned properties and the future Homestead Park (to be developed by the developer) into a 45-acre nature-based community park which would be the first community park in Northern Schertz - a true jewel for the residents of Schertz.

COMMUNITY BENEFIT

This will be the first large community park in northern Schertz and will be a huge benefit to the residents of this area. Schertz residents in the northern area of the city have provided feedback over the years of feeling isolated from Central Schertz and not having the same amenities as Central Schertz. Residents of northern Schertz have also said they have had to go to adjacent New Braunfels for their recreation needs. This 45-acre community park will have trails, picnic pavilions, an overlook, a fishing pond, and nature-based playground all right in Northern Schertz residents' backyard. They will be able to exercise in the park and be able to enjoy all the physical and psychological benefits of having green

space in their neighborhood and will not have to get in the car to travel to another city to enjoy those benefits.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 23-R-62.

FISCAL IMPACT

The grant provides funds up to \$750,000 and the city must match the \$750,000 for a total project of \$1.5 million. Funding for the city's match will come from various sources: the appraised value of donated land from adjacent HOA's; in-kind labor from city staff and volunteer groups; projected Park Fund reserves; and General Fund capital improvement dollars in Parks & Recreation budget.

RECOMMENDATION

Staff recommends approval of Resolution 23-R-62.

Attachments

Resolution 23-R-62

Local Parks Grant Program Assurances

RESOLUTION NO. 23-R-62

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT A LOCAL PARKS GRANT APPLICATION, AND ACCEPT GRANT FUNDS IF AWARDED, FROM THE TEXAS PARKS & WILDLIFE DEPARTMENT OUTDOOR RECREATION GRANTS PROGRAM FOR FUTURE DEVELOPMENT OF THE HILLTOP/HOMESTEAD PARK, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City submit an application for a \$750,000 matching grant for future park development at the Hilltop/Homestead Park property; and

WHEREAS, the City Council has determined that it is in the best interest of the City to submit an application for a grant for future park development.

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

Section 1. The City Council hereby authorizes city staff to apply for a Local Parks Grant, and accept funds if awarded, from the Texas Parks & Wildlife Department Outdoor Recreation Grants Program for future development of Hilltop/Homestead Park.

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



Local Park Grant Program Applicant's Certification & Program Assurances

As the duly authorized representative of the sponsor designated in the Resolution Section 3, ***I certify that the Applicant:***

1. Has complied with all pertinent local and state laws, and Local Parks Grants Program requirements regarding public hearings, including floodplain development, if appropriate.
2. Has the required proportionate share of funds available and sufficient for the project as required by Section 13.309 of the Parks and Wildlife Code.
3. Will maintain and operate areas acquired or developed with program assistance at sponsor expense as required by Section 13.309 of the Parks & Wildlife Code.
4. Will permanently dedicate for public park and recreation use all project area(s) which receive program assistance, as required by Chapter 640.1.2 of the *Local Park Grant Program Manual*.
5. Has the legal authority to apply for program assistance and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project described in this application.
6. Will give the State of Texas, hereafter referred to as "State," through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
7. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the Texas Parks & Wildlife Department, and will record any federal interest in the title of real property in accordance with U. S. Department of Interior directives.
8. Will dedicate and permanently maintain any property designated as a natural area, wetland, or open space to meet program guidelines.
9. Will comply with all provisions of the "Summary of Guidelines for Administration of Local Park Grant Acquisition & Development Projects."
10. Will comply with the requirements of the Department with regard to the drafting, review and approval of construction plans and specifications.
11. Will obtain all required state and/or federal permits related to project development.
12. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms to the approved plans and specifications.
13. Will furnish quarterly progress reports and such other information as may be required by the Department.
14. Will initiate and complete the work within the applicable time frame after receipt of approval from the Department.
15. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

Applicant's Certification & Program Assurances - Continued

16. Will comply with all State and Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) any other non-discrimination provisions in the specific statute(s) under which application for program assistance is being made, and (f) the requirements of any other non-discrimination statute(s) which may apply to the application.
17. Will comply with the flood insurance purchase requirements of Section 4012(a) of the Flood Disaster Protection Act of 1973 which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance in an amount at least equal to its development or project cost.
18. Will comply with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S. C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
19. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
20. Will assist the Department in assuring compliance with the Texas Antiquities Code.
21. Will cause to be performed the required financial and compliance audits in accordance with the state or federal Single Audit requirements.
22. Will comply with all applicable requirements of all other State and Federal laws, regulations and policies governing this program.

Sponsor/ Project Name

Signature of Official Authorized in Resolution

Print Name and Title of Official

Date

CITY COUNCIL MEMORANDUM

City Council Meeting: July 18, 2023
Department: Executive Team
Subject: Resolution 23-R-63 - Consideration and/or action by the City Council of the City of Schertz, Texas, approving a resolution authorizing a roadway capital recovery offset agreement with Scrappy Development, LLC for Parklands II. (S.Williams/B.James)

BACKGROUND

The developer of the Parklands II Subdivision is constructing a portion of Big John Lane. Big John Lane is a road that is listed on the City's adopted Roadway Impact Fee CIP. Per the City's roadway impact fee ordinance, developers who construct roads listed on the Roadway Impact Fee CIP are eligible for credits that can be used to offset the roadway impact fees due for the project. The resolution authorizes the City Manager to execute the attached roadway impact fee offset agreement.

GOAL

Provide for the orderly development of infrastructure within the City of Schertz.

COMMUNITY BENEFIT

Provide for development of infrastructure in a timely, cost-effective manner.

SUMMARY OF RECOMMENDED ACTION

Approval of the roadway impact fee agreement with Scrappy Development, LLC.

FISCAL IMPACT

Based on the number of residential lots/homes in the development, it is anticipated that the developer will utilize all of their credits. As such there is no fiscal impact to the City.

RECOMMENDATION

Approval of Resolution 23-R-63.

Attachments

Res 23 R 63 w attachments

RESOLUTION NO. 23-R-63

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A ROADWAY CAPITAL RECOVERY OFFSET AGREEMENT WITH SCRAPPY DEVELOPMENT, LLC FOR ROADWAY IMPACT FEE CREDITS FOR THE EXTENSION OF SYSTEM ROADWAYS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Scrapy Development, LLC (“Developer”) is the developer of the Parklands II Development; and

WHEREAS, Developer intends to develop public roadways that are system facilities; and

WHEREAS, in accordance with Ordinance 18-M-13 Roadway Capital Recovery Fees, the City shall offset the reasonable value of system facilities through an offset agreement; and

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

Section 1. The City Council hereby authorizes the City Manager to enter into a roadway offset agreement with Scrapy Development, LLC in a form generally as attached hereto as Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this ___th day of _____, 2023

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

Exhibit "A"

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

ROADWAY CAPITAL RECOVERY OFFSET AGREEMENT

This Roadway Capital Recovery Offset Agreement (this “AGREEMENT”) is made by and between the City of Schertz (hereinafter “CITY”), a Texas Home Rule municipality and Scrappy Development, LLC (hereinafter “DEVELOPER”), a Texas limited liability company created under the laws of Texas, collectively, the “PARTIES”.

RECITALS

WHEREAS, pursuant to City of Schertz Code of Municipal Ordinances Chapter 78, Article VII, the City of Schertz has adopted Roadway Capital Recovery Fees (sometimes hereinafter referred to as “capital recovery fee”); and,

WHEREAS, pursuant to City of Schertz Code of Municipal Ordinances Section 78-178, where, in order to serve new development, a developer is required to construct, contribute to, or dedicate, capital improvement or facility expansion identified in the capital improvements plan, the CITY and DEVELOPER may enter into this AGREEMENT whereby the developer is: (1) credited for the reasonable and necessary costs of the capital improvement or facility expansion against the impact fees otherwise due from the new development; or (2) reimbursed for all or a portion of the reasonable and necessary costs of the capital improvement or facility expansion from impact fees as received from other new developments that use the capital improvement or facility expansion; and,

WHEREAS, CITY and DEVELOPER desire to enter into this AGREEMENT in order to memorialize Roadway Capital Recovery Fee Credits (sometimes hereinafter referred to as the “Credits”) achieved by DEVELOPER for reasonable and necessary costs of the capital improvement or facility expansion it incurred.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the PARTIES hereto, intending to be legally bound, hereby agree as follows:

Article I.
PROJECT DESCRIPTION

A. Project. The project is the Parklands II master planned community.

B. Location. The project is located at the intersection of Parklands Way and Pinder Way, as more particularly described in Exhibit A (the “Project”).

Article II.
ROADWAY CAPITAL RECOVERY FEES

A. Roadway Capital Recovery Fees. The Roadway Capital Recovery Fees for the project are currently assessed as \$1,647 per service unit. This assessment is based on the calculations set out in Exhibit B, to this AGREEMENT.

Article III.
CAPITAL IMPROVEMENT PLAN IMPROVEMENTS MADE BY DEVELOPER

A. Rough Proportionality. The PARTIES acknowledge that as provided in Texas Local Government Code Section 212.904, the CITY may require DEVELOPER to contribute a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs (collectively the “Infrastructure Costs”), provided DEVELOPER’S portion of the Infrastructure Costs do not exceed the amount required for infrastructure improvements that are roughly proportionate to the impact of the project (the “Proportionate Costs”).

Article IV.
ROADWAY CAPITAL RECOVERY FEE OFFSET CREDIT

A. Roadway Capital Recovery Fee Offset Credit Calculation. As shown on Exhibit C, to this AGREEMENT, the PARTIES agree to the following:

i. The total number of service unit equivalents of capacity supplied by the system facility contributed by the DEVELOPER is estimated to be 225.08 service units, and reduced by the following:

ii. The Roadway Capital Recovery Fee Offset Credit that DEVELOPER is eligible to receive is 225.08 service units calculated at 66.79 Lots eligible for Credit.

iii. The Roadway Capital Recovery Fee Offset Credits that the DEVELOPER shall receive may be used to offset the roadway impact fees due in Units 1, 2, 3 and 4. The City shall assign Credits to the unit when a final plat is filed in accordance with this AGREEMENT.

iv. DEVELOPER shall receive the Roadway Capital Recovery Fee Offset Credit upon completion of the public improvements shown on Exhibit D; and the City’s acceptance of same for public maintenance in accordance with the terms of applicable provisions of the City’s Code of Ordinances.

**Article V.
REIMBURSEMENT OF EXCESS OFFSETS**

A. DEVELOPER may apply for reimbursement of excess offsets following either completion of all development subject to the plat with which the excess offsets are associated or after ten (10) years following execution of this AGREEMENT.

i. The DEVELOPER must apply for reimbursement within six months following either:

a. Completion of the Project development subject to the plat with which the excess offsets are associated; or

b. Ten years after the date of execution of this AGREEMENT.

ii. The excess reimbursement shall be enforced in accordance with the following terms:

a. The excess offset amount to be reimbursed shall be equal to the number of excess offsets (expressed as a number of service units) multiplied by a fraction equal to the capital recovery fee per service unit to be collected, as set forth herein in effect on the date of execution of this AGREEMENT, divided by the maximum assessable capital recovery fee per service unit, as set forth in the capital recovery plan, established in accordance with the City of Schertz Code of Municipal Ordinances Chapter 78, Article VII, in effect on the date of execution of this AGREEMENT;

b. The amount to be reimbursed for excess offsets may be further equitably reduced, if fewer than 50 percent of the number of service units in the plat with which the system facility giving rise to the excess offset have been developed on the date of application for excess offsets;

c. Repayment of excess offsets shall be made within five years from the date of execution of a reimbursement agreement between the PARTIES hereto pertaining to the applicable excess offsets from roadway capital recovery fees collected within the same roadway service area in which the property in question is located, subject to the availability of such funds;

d. Termination or reduction of the CITY's authority under state law to impose capital recovery fees for roadway facilities shall terminate or correspondingly reduce any obligation of the CITY to make payments under this AGREEMENT or any reimbursement agreement; and

e. In converting the excess offsets from service unit equivalents to a dollar value, the number of service unit equivalents shall be multiplied by the value of a service unit expressed in dollars using the rates in effect at the time this AGREEMENT was executed.

B. Execution of an excess offset reimbursement agreement with respect to a plat as provided for in above pursuant to City of Schertz Code of Municipal Ordinances Section 78-178 shall automatically terminate any excess offsets associated with that plat pursuant to this AGREEMENT. Any new development within the area subject to such plat shall pay roadway capital recovery fees in accordance with **Schedule 1 (Exhibit E)** then in effect under said Municipal Ordinance.

Article VI. MISCELLANEOUS

The following miscellaneous provisions are made part of this AGREEMENT:

1. **Additional Instruments.** CITY and DEVELOPER agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this AGREEMENT.

2. **Amendments.** This AGREEMENT constitutes the entire understanding and agreement of the PARTIES as to the matters set forth in this AGREEMENT. No alteration or amendment to this AGREEMENT shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

3. **Applicable Law and Venue.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the PARTIES created hereunder are performable in Guadalupe County, Texas. Venue for any action arising under this AGREEMENT shall lie in the state district courts of Guadalupe County, Texas.

4. **Assignment.** The DEVELOPER may assign this AGREEMENT with the CITY's consent (such consent not to be unreasonably conditioned, withheld or delayed, but in no event shall the offsets provided for in the AGREEMENT be transferred to any development not subject to the plat associated with such offsets).

5. **Binding Obligation.** This AGREEMENT shall become a binding obligation on the signatories upon execution by all signatories hereto. The CITY warrants and represents that the individual executing this AGREEMENT on behalf of the CITY has full authority to execute this AGREEMENT and bind the CITY to the same. DEVELOPER warrants and represents that the individual executing this AGREEMENT on its behalf has full authority to execute this AGREEMENT and bind it to the same.

6. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

7. Construction. The PARTIES acknowledge that the PARTIES and their counsel have reviewed and revised the AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the AGREEMENT.

8. Enforcement. The City Attorney or his or her designee may enforce all legal rights and obligations under this AGREEMENT without further authorization. DEVELOPER shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining DEVELOPER'S compliance with this AGREEMENT.

9. Entire Agreement. This AGREEMENT constitutes the entire agreement between the PARTIES with respect to the subject matter covered in this AGREEMENT. There is no other collateral oral or written agreement between the PARTIES that, in any manner, relates to the subject matter of this AGREEMENT, except as provided for in any Exhibits attached hereto or duly approved amendments to this AGREEMENT, as approved by the City Council of the City of Schertz, Texas.

10. Execution of AGREEMENT.

a) City Council has authorized the City Manager to execute this AGREEMENT on behalf of the CITY, as evidenced by Resolution, dated _____.

b) Gordon V. Hartman is authorized to execute this AGREEMENT on its behalf, as evidenced by Company Resolution, dated _____ and attached hereto as **Exhibit F**.

11. Exhibits and Attachments. All Exhibits and Attachments referenced in this AGREEMENT are attached hereto and incorporated herein for all purposes.

12. Force Majeure. It is expressly understood and agreed by the PARTIES to this AGREEMENT that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, the party so obligated or permitted shall be excused from doing or

performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

13. Gender. The gender of the wording throughout this AGREEMENT shall always be interpreted to mean either sex, and where the context requires, the plural of any word shall include the singular.

14. Governmental Records. All invoices, records and other documents required for submission to the CITY pursuant to the terms of this AGREEMENT are Governmental Records for the purposes of Texas Penal Code Section 37.10.

15. Immunities and defenses.

a) By entering into this AGREEMENT, the PARTIES do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of the PARTIES, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the CITY with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

b) No employee of CITY, or any councilmember or agent of CITY, shall be personally responsible for any liability arising under or growing out of this AGREEMENT.

16. Mutual Assistance. CITY and DEVELOPER will do all things reasonably necessary or appropriate to carry out the terms and provisions of this AGREEMENT and to aid and assist each other in carrying out such terms and provisions.

17. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the PARTIES set forth below, or at such other address furnished in writing to the other PARTIES thereto:

If to Developer:

Scrappy Development, LLC
5210 Thousand Oaks, Suite 1318
San Antonio, TX 78233
Attention: Gordon Hartman

If to the City:

City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

With copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: T. Daniel Santee

18. Ordinance Applicability. The signatories hereto shall be subject to all ordinances of CITY, whether now existing or in the future arising provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This AGREEMENT shall confer no vested rights on the Project unless specifically enumerated herein.

19. Severability. In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the PARTIES hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the PARTIES to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this AGREEMENT which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

20. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the PARTIES, as well as any rights and benefits of the PARTIES, pertaining to a period of time following the termination of this AGREEMENT shall survive termination.

EXECUTED in duplicate originals to be effective as of the date of the last signature below.

Signature Page to
Roadway Capital Recovery Offset Agreement

This Roadway Capital Recovery Offset Agreement has been executed by the PARTIES as of the dates of the Acknowledgments to be effective as of the Effective Date.

Owner:

SCRAPPY DEVELOPMENT, LLC, a
Texas limited liability company

By: _____

Name: Gordon V. Hartman

Title: President

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023 by Gordon V. Hartman, the President of Scrappy Development, LLC, on behalf of said limited liability company.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

Signature Page to
Roadway Capital Recovery Offset Agreement

This Roadway Capital Recovery Offset Agreement has been executed by the PARTIES as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Steve Williams, City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2023 by Steve Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

EXHIBIT "A"
Roadway Capital Recovery Offset Agreement

Project

A 60.80 acre tract of land, being all of a 10.0 acre tract, called Tract 1, the remaining portion of a 50.800 acre tract, called Tract 2 conveyed to Nancy Pinder of Record in Volume 1306 Page 477 of the Official Public Records of Guadalupe County, Texas, a 10.01 acre tract conveyed to Thomas Jordan of record in Volume 3068 Page 400 of the Official Public Records of Guadalupe County, Texas, a 3.00 acre tract conveyed to Patrick Lynn Pinder of record in Volume 2338 Page 732 of the Official Public Records of Guadalupe County, Texas, a 2.00 acre tract conveyed to Nancy Pinder of record in Volume 3062 Page 852 of the Official Public Records of Guadalupe County, Texas and a 1.00 acre tract conveyed to Nancy Pinder of Record in Volume 2550 Page 244 of the Official Public Records of Guadalupe County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod, for a southerly southeast corner of a 194.56 acre tract conveyed to Rolling Hills Ranch Development LTD. of record in Volume 2260 Page 335 of the Official Public Records of Guadalupe County, Texas and the southwest corner of the remaining portion of the 50.800 acre tract and tract described herein;

THENCE: Along and with the common lines of the 194.56 acre tract, the remaining portion of the 50.800 acre tract and the 10.01 acre tract, the following two (2) courses:

1. **N 25°21'43" W**, a distance of **1392.89 feet** to a found ½" iron rod, for an interior corner of the 194.56 acre tract, the northeast corner of the 10.01 acre tract and the tract described herein, and
2. **N 66°50'31" E**, a distance of **2092.08 feet** to a found ½" iron rod in a southwest line of a 80.00 acre tract as conveyed to Roland K. and Suzanne L. Schott of record in Volume 2944 Page 640 of the Official Public Records of Guadalupe County, Texas, for an easterly southeast corner of the 194.56 acre tract, the northeast corner of the remaining portion of the 50.800 acre tract and the tract described herein;

THENCE: **S 24°36'55" E**, along and with a southwest line of the 80.00 acre tract, the northeast line of the remaining portion of the 50.800 acre tract and the 10.0 acre tract, at a distance of **487.85 feet** passing a found ½" iron rod for the northeast corner of the 10.0 acre tract and an easterly exterior corner of the remaining portion of the 50.80 acre tract and continuing for a total distance of **1150.18 feet** to a found ½" iron rod in the northwest line of a 40.00 acre tract conveyed to Weston Ranch Foundation of record in Volume 2338 Page 451 of the Official Public Records of Guadalupe County, Texas as described in Volume 589 Page 776 of the Official Public Records of Guadalupe County, Texas, for the southeast corner of the 80.00 acre tract, the southeast corner of the 10.0 acre tract and the tract described herein;

THENCE: **S 60°09'56" W**, along and with the northwest line of the 40.00 acre tract and a 167.89 acre tract conveyed to Weston Ranch Foundation of record in Volume 2338 Page 451 of the Official Publics Records of Guadalupe County, Texas and the southeast line of the 10.0 acre tract, the remaining portion of the 50.800 acre tract, the 1.00 acre tract, the 2.00 acre tract and the 3.00 acre tract, at a distance of **852.65 feet** to a found ½" iron rod (bent) for the southeast corner of the 1.00 acre tract and continuing for a total distance of **2081.88 feet** to the **POINT OF BEGINNING** and containing 60.80 acres more or less, in Guadalupe County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 Texas State Plane South Central Zone. A

EXHIBIT "B"

Roadway Capital Recovery Offset Agreement

Roadway Capital Recovery Fees Calculation

Roadway Impact Fee Cost Calculation Worksheet

City of Schertz, Texas



Development Name: Parklands II, Units 1-4
 Applicant: Colliers Engineering & Design
 Legal Description (Lot, Block):
 Case / Plat Number:
 Preliminary Plat Approval Date: 7/23/2020
 Final Plat Recordation Date: 2/27/2023 (Unit 1)
 Building Permit Submittal Date: 2/28/2023
 Roadway Service Area: 1

Worksheet Last Updated: 3/2018

Roadway Impact Fee Cost					COLLECTION RATE			MAXIMUM ASSESSABLE		
Land Use Category	Land Use Type	Dev Unit	Development Site (DU, sq ft, etc.)	Veh-MI Per Dev Unit	Demand (vehicle-miles)	Cost per Vehicle-Mile	Collected Roadway Impact of Development (\$)	Maximum Assessable Cost per Vehicle-Mile	Assessed Roadway Impact of Development (\$)	
				A	B	A x B	C	A x B x C	D	A x B x D
Residential	Single-Family detached housing	Dwelling Unit	214	3.37	721.18	\$1,000	721,180.00	\$1,647	1,187,783.46	
							ROADWAY IMPACT FEE TOTAL COST:	\$	721,180.00	
									\$	1,187,783.46

This row allows for the entry of unique or uncommon land uses not included within the current ITE Trip Generation; or when circumstances require manual entry of the development unit and/or trip rate. It shall only be used when (a) sufficient data is available to support an alternative calculation; and (b) it is agreed to by the City during the TIA scoping meeting.

EXHIBIT "C"

Roadway Capital Recovery Offset Agreement

Roadway Capital Recovery Fee Offset Credit Calculation

Development: Parklands II, Units 1-4
CIP ID: Big John Ln.
Date: 5/9/2023
Lots: 214

Capacity Added:
LF: 2085
Lanes: 24' of 42' ultimate = 1.14
Unit Capacity (Undivided Collector): lanes
Capacity: 500 Veh-Mi per lane mile 225.08 Veh-Mi

Offset Fee Calculation:
Total Demand per RIFCC Worksheet: 721.18 Veh-Mi
Total Fees due (\$1000/Veh-Mi) \$721,180.00
Net Demand (Demand - Capacity added) 496.10 Veh-Mi
Net Fees Due (\$1000/Veh-Mi) \$523,740.00
Impact Fee Offset Credit Due (\$Amount) \$197,440.00
Impact Fee Offset Credit Due (# Lots) 66.79 Lots

EXHIBIT "D"
Roadway Capital Recovery Offset Agreement

Depiction of Big John Road

EXHIBIT "E"

Roadway Capital Recovery Offset Agreement

Capital Recovery Roadway Impact Fee Schedule

Sec. 78-175. Roadway capital recovery fees per service unit.

- (a) The maximum assessable capital recovery fee per service unit (post-credit) for any use in each service area platted on or before April 12, 2022 shall be as calculated and documented in the capital recovery plan as follows:
- (1) The capital recovery fee per service unit in Service Area 1 is \$1,647.53.
 - (2) The capital recovery fee per service unit in Service Area 2 is \$1,327.89.
 - (3) The capital recovery fee per service unit in Service Area 3 is \$1,044.48.
 - (4) The capital recovery fee per service unit in Service Area 4 is \$2,392.72.
- (b) The maximum assessable capital recovery fee per service unit (post-credit) for any use in each service area platted on or after April 13, 2022 shall be as calculated and documented in the capital recovery plan per the 2021 Roadway Impact Fee Program Amendment Technical Memorandum as follows:
- (1) The capital recovery fee per service unit in Service Area 1 is \$1,614.54.
 - (2) The capital recovery fee per service unit in Service Area 2 is \$1,350.25.
 - (3) The capital recovery fee per service unit in Service Area 3 is \$1,061.26.
 - (3) The capital recovery fee per service unit in Service Area 4 is \$2,386.93.
- (c) The assessable capital recovery fee per service unit set forth herein that is assessed to new development, as may be amended from time to time, is declared to be the roughly proportionate measure of the impact(s) generated by a new unit of development on the city's transportation system. To the extent that the capital recovery fee per service unit collected is less than the maximum assessable capital recovery fee per service unit (post credit), as calculated and documented in the capital recovery plan, such difference is hereby declared to be founded on policies unrelated to the measurement of the actual impacts of the development on the city's transportation system. The maximum assessable capital recovery fee per service unit may be used in evaluating any claim by an applicant, developer, or property owner that the dedication, construction, or contribution of a capital improvement imposed as a condition of development approval pursuant to the city's regulations is not roughly proportionate to the impact(s) of the new development on the city's transportation system.

(Ord. No. 18-M-13 , § 1(Exh. A), 3-27-2018; Ord. No. 22-T-12 , § 1(Exh. A), 4-12-2022)

EXHIBIT "F"

Roadway Capital Recovery Offset Agreement

Developer Resolution

CITY COUNCIL MEMORANDUM

City Council Meeting: July 18, 2023

Department: Planning & Community Development

Subject: Ordinance 23-S-14 - Conduct a public hearing and 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 Comal County Property Identification Number 377261 and Guadalupe County Property Identification 63833, City of Schertz, Comal County and Guadalupe County, Texas. *First Reading* (B.James/L.Wood/E.Delgado)

BACKGROUND

The applicant is proposing to rezone approximately 25 acres of land from Pre-Development District (PRE) to Planned Development District (PDD) with a base zoning of Two-Family Residential District (R-3).

Public Notice:

One hundred seventeen (117) public hearing notices were mailed to the surrounding property owners on June 1, 2023. A public hearing notice was published in the "San Antonio Express" on June 28, 2023. At the time of this report (July 7, 2023 at 10:00am) staff has received sixty-six (66) responses opposed, and one (1) response in favor to the proposed rezoning request.

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 (¾) of all members of the City Council according to LGC, Local Government Code § 211.006(d). At the time of this staff report (July 7, 2023 at 10:00am) the total percentage of the protested parcel acreage is 25.21%, therefore, the ¾ vote has been triggered for the City Council.

Proposed Zoning Concept:

The proposed development will be a gated community with no more than 170 units. These units will be spread across eighty-five (85) duplexes. Each unit is proposed to be between 1,300 square feet and 1,400 square feet and will feature three bedrooms, 2.5 baths, an eat-in kitchen, two living rooms, a laundry room, covered back patio, private yard, and a two-car garage.

The PDD Design Standards propose to conform with the Two-Family Residential District (R-3) zoning with modifications to the minimum lot area, lot width and depth, and setbacks as shown in the table below.

Classification	Minimum Lot Size			Minimum Yard Setback		
	Area Square Footage	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.

Two-Family Residential District (R-3) Per the Unified Development Code	9,000	75	120	25	10	20
Proposed Two-Family Residential (R-3), Per The Villas at Bluebonnet Ridge PDD	5,655	65	87	25	10, 0*	20

*Each lot will have a 10-foot side setback on one side and a zero-lot line setback on the opposite side (corner lots will maintain 15-foot side setback).

Parks and Amenities:

The proposed PDD plans to incorporate 7.31 acres of green space and amenities. This would include a pavilion, playground for the community, a concrete walking path. Additionally, a mail center is proposed with a covered pavilion, and additional parking access. There is also a proposed 0.56 acre fenced-in private dog park, a 1.95 acre private picnic / trail / community garden area, and a 4.01 acre public walking trail contingent upon approval with LCRA to develop within the easement.

Fire Walls:

Per the proposed PDD Design Standards due to the proposed reduced side yard setbacks, each duplex within The Villas at Bluebonnet Ridge will require all A/C condensers to be in the rear yard, and exterior sidewalls will be at least a minimum of 1-hour fire rated, including any projections. Additionally, the proposed PDD clarifies that no structures, including sheds, will be permitted within the side yard setbacks, this includes fencing which will be in line with rear wall of the home.

Parking:

Per the City of Schertz Unified Development Code, duplexes have a required parking ratio of two (2) spaces per unit. The proposed The Villas at Bluebonnet Ridge has 170 units which would require 340 off-street parking spaces. However, per the proposed The Villas at Bluebonnet Ridge PDD Design Standards there are 772 proposed parking spaces across the development, including a total of 4 spaces per unit (2 within the driveway and an additional two in the garage), an additional 16 parking spaces split between the interior parks and mail station and an additional 76 spaces available on the street to use as overflow and guest parking.

HOA and Maintenance Proposed:

The proposed The Villas at Bluebonnet Ridge will be a gated community with an HOA established. The entire development both inside and outside the gates to include irrigation will be maintained by the HOA's maintenance crew. This includes maintenance of all common areas to include all proposed crushed granite walking trails, concrete pathways, neighborhood amenities and multi-use paths, all the front yards, side yards, and backyards of the duplexes. A 6-foot wood privacy fence will be installed along the boundary with The Fairways at Scenic Hills neighborhood.

GOAL

The project goal is to rezone approximately 25 acres of land, 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 from Pre-Development District (PRE) to Planned Development District (PDD) in order to develop a gated community with no more than 170 units spread across eight-five (85) duplexes.

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

In 2022, the applicant submitted a zone change request to a Planned Development District (PDD) with a base zoning of Apartment/ Multi-Family Residential (R4). That proposal included approximately 220 units to be developed as fourplexes. On September 27, 2022 the City Council was unable to obtain the super majority needed for the approval of that zone change application, which ultimately lead to the application being denied. During the discussion at the September 27, 2022 City Council meeting there were concerns with the proposed density.

Based on the previous City Council feedback the developer made changes and proposed a different PDD to address the concerns presented at the September 27th meeting. At the January 25, 2023 Planning and Zoning Commission meeting and the February 28, 2023 City Council meeting the proposed PDD design concept was presented with a base zoning of Townhome District. That proposal was for a maximum of fifty-one (51) buildings consisting of no more than 198 units. Ultimately, at the April 25, 2023 City Council meeting the project was unable to obtain the required super majority for approval at the final reading and the item failed and the zone change request was denied.

The Schertz Sector Plan for Northern Schertz designates the subject property as Single-Family Residential. The Single-Family Residential land use designation encourages the mixture of various residential type development as well as maintaining a walkable neighborhood feel. The proposed rezoning to Planned Development District (PDD), with a base zoning of Two-Family Residential (R-3) does conform to the Comprehensive Land Use Plan designation as it would provide a needed mixture of housing type to Schertz. The current proposed The Villas at Bluebonnet Ridge PDD provides a reduction in density from the previous two proposal. By proposing no more than 170 units spread across 85 duplexes, it is both a reduction in overall unit density but also a different product type than what was previously proposed. This reduction in density was identified as being desirable by City Council.

Additionally, the proposal of duplexes does conform with the Schertz Sector Plan by providing for a type of residential housing that currently does not exist in the area. Additionally, the current proposal accommodates an area for the dedication and construction of the walking trail within the overhead electrical easement, contingent upon LCRA approval, which was desired by staff and City Council has expressed the importance of trails to be constructed with developments at the January 10, 2023 City Council meeting. This proposed trail is identified on the Schertz Transportation Plan-Trails Network and would ultimately be part of the "Great Northern Trail".

Proposed PDD Design Standards Update from Planning and Zoning Commission meeting:

At the June 14, 2023 Planning and Zoning Commission there was a discussion on the proposed PDD Design Standards document. It was identified by the applicant that the design standards provided to the Planning and Zoning Commission had an error in the proposed Table 21.5.7.A Dimensional Requirements. The design standards included in the P&Z agenda indicated that the impervious coverage was proposed to be increased to 75%. However, that was an error and the applicant has corrected the table in the design standards included in the City Council packet to reflect the impervious coverage is not proposed to be modified and will remain at 60% per the UDC R-3 Zoning District.

Additionally, at the June 14, 2023 Planning and Zoning Commission meeting it was noted that UDC Article 8 Section 21.8.1.B.1 stipulates that a gated community is required to be seventy-five (75) acres and the proposed PDD Design Standards did not explicitly note that UDC modification to allow The Villas at Bluebonnet Ridge to be a gated community with only 24 acres. The applicant has included a statement within the PDD Design Standards, included within the City Council packet, under the

"Homeowners Association & Maintenance" header to indicate a proposed UDC modification to allow a gated community with a minimum of 24 acres.

There are two other areas that received modifications within the PDD Design Standards between the Planning and Zoning Commission meeting and the City Council meeting. The first modification is within the header "Two-Family Residential District", which the first sentence was modified to make it clear that the intent is to develop in accordance with the Two-Family Residential District (R-3) but to modify the lot width, depth, lot area, and setbacks. The other modification is within the header "Site Design Standards", which the first sentence was modified to make it clear that except for lot sizes, lot area, setbacks and the gated community minimum acreage, The Villas at Bluebonnet Ridge PDD is proposed to conform to the UDC.

RECOMMENDATION

Staff Recommendation:

The Planning Division, Engineering Department, Public Works Department and Fire Department have all reviewed the proposed The Villas at Bluebonnet Ridge Planned Development District design standards with no objections to the proposed. Staff recommends approval of the proposed zone change to Planned Development District (PDD) as presented.

Planning and Zoning Commission Recommendation:

The Schertz Planning and Zoning Commission met on June 14, 2023 and voted to recommend that City Council approve the proposed zone change with corrections to the PDD Design Standards in relation to the Impervious Coverage and the UDC acreage requirement for gated communities by a 5-1 vote with Commissioner Hector with the nay vote.

Attachments

Ordinance No. 23-S-14 with Attachments

Aerial Exhibit

Public Hearing Notice Map

Public Hearing Responses as of July 7, 2023 at 10:00am

City Council Presentation Slides

ORDINANCE NO. 23-S-14

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE OFFICIAL ZONING MAP BY REZONING 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 377261 AND GUADALUPE COUNTY PROPERTY IDENTIFICATION 63833, CITY OF SCHERTZ, COMAL AND GUADLAUPE COUNTY, TEXAS

WHEREAS, an application 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, 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 June 14, 2023, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve with clarifications to the development standards set forth in Exhibit C attached herein (the “Development Standards”); and

WHEREAS, on July 18, 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 Planned Development District (PDD)

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

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

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

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

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

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

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

Section 9. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(city seal)

Exhibit "A"
Subject Property Metes and Bounds

Exhibit "A" Subject Property Metes and Bounds

202206025013 05/27/2022 11:27:28 AM 1/8

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE

SPECIAL WARRANTY DEED

CHICAGO TITLE

GF CT121743729

Date: May 26, 2022

Grantor: Nolley Caribbean Properties, LLC,
a Wyoming limited liability company

Grantor's Mailing Address (including county): 9370 McKnight Rd
Pittsburgh, Allegheny County, PA 15237-5953

Grantee: HABI Land, LLC,
a Texas limited liability company

Grantee's Mailing Address (including county): 7551 Callaghan Road
San Antonio, Bexar County, TX 78229-2860

Consideration: Ten Dollars (\$10.00) and other valuable consideration

Property (including any improvements):

24.19 acres out of the Rafael Garza Survey No. 98, Abstract 138, City of Schertz, Guadalupe County and Comal County, Texas, being that 24.1784-acre tract of land described in deed of record in Document Number 2017013553 of the Official Public Records of Guadalupe County, Texas and in deed of record in Document Number 201706029109 of the Official Public Records of Comal County, Texas and being more particularly described by metes and bounds on Exhibit "A", attached hereto and incorporated herein by reference.

Reservations from Conveyance:

None.

Reservations Exceptions to Conveyance and Warranty:

See Exhibit "B," attached hereto and incorporated herein by reference.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys unto Grantee, the Property, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD it to Grantee, and Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee, Grantee's heirs, executors, administrators,

Exhibit "A" Subject Property Metes and Bounds

successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor, but not otherwise.

Except as provided in the Reservations from Conveyance, above, if any, such Property is conveyed together with all of Grantor's right, title and interest in and to all and singular, the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon or in anywise pertaining to the Property described herein and with all improvements located thereon, including (without limitation) (i) any right, title, and interest of Grantor in and to all strips and gores, and all abutting properties, adjacent streets, alleys or rights-of-way, if any, (ii) any right, title, and interest of Grantor in and to any development rights specifically tied to the Property, (iii) any right, title, and interest of Grantor all roads, alleys, rights-of-way, easements, streets and ways adjacent to or serving the Property, and rights of ingress and egress thereto, (iv) EDU rights related to sanitary sewer or water and any other water rights (surface, underground or otherwise), oil, gas, and other mineral rights, wind rights and solar rights of Grantor, and (v) all improvements on the Property, if any.

Except for the written representations and material facts contained in that certain Commercial Contract - Unimproved Property (With Special Provisions Addendum), dated effective May 25, 2021, as amended by that certain First Amendment, dated May 24, 2022 and as otherwise amended (collectively the "Contract"), and the warranties of title contained in the Special Warranty Deed, Grantee acknowledges, understands and agrees that (i) Grantee will accept (is accepting) the Property "AS IS" and "WHERE IS", "WITH ALL FAULTS," and (ii) neither Grantor nor any of its officers, managers, brokers, employees, attorneys or agents have made or given any warranties, guarantees, or representations, regarding any matter relating to the Contract or the Property.

Taxes having been prorated at Closing, all real property taxes and assessments as to the Property for the current year and subsequent years are the responsibility of Grantee and are assumed by Grantee [and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, shall be allocated as provided in the Contract.]

When the context requires, singular nouns and pronouns include the plural.

[signature on the following pages]

Exhibit "A" Subject Property Metes and Bounds

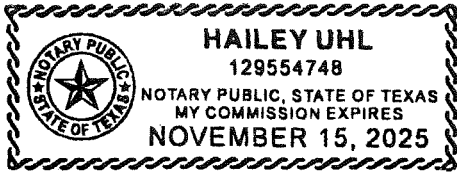
GRANTOR:

NOLLEY CARIBBEAN PROPERTIES, LLC,
a Wyoming limited liability company,

By: Ronald Ray Holley
Name: Ronald Ray Holley
Its: V.P.

STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on the 25 day of May, 2022, by Ron Holley,
the VP of Nolley Caribbean Properties, LLC, on behalf of said company.



Hailey Uhl
Notary Public

SB/15182.0201/Closing Document/SWD

Exhibit "A" Subject Property Metes and Bounds

EXHIBIT "A" – PROPERTY

24.19 acres out of the
Rafael Garza Survey No. 98
Abstract 138
City of Schertz

THE STATE OF TEXAS
COUNTIES OF GUADALUPE AND COMAL

METES AND BOUNDS DESCRIPTION OF A SURVEY OF

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Beginning at an ½" iron bar with a red cap marked "Survey Ass." found set in the ground in the southwest right-of-way line of Columbia, an east corner of a 24.1784-acre tract of land described in deed of record in Document Number 2017013553 of the Official Public Records of Guadalupe County, Texas and in deed of record in Document Number 201706029109 of the Official Public Records of Comal County, Texas and the west corner of Block 16, The Fairways at Scenic Hills, Unit 3A as shown by plat of record in Volume 6 at page 762 of the Plat Records of Guadalupe County, Texas, for an east corner of this tract;

Thence S 14°44'52" W (called S 14°45'10" W) with the east boundary line of said 24.1784-acre tract and a west boundary line of said Block 16 a distance of 267.16 feet (called 267.10 feet) to an ½" iron bar with a yellow cap marked "Reg. No. 5464" set in the ground, a reentrant corner of said 24.1784-acre tract and a corner of said Block 16, for a reentrant corner of this tract;

Thence S 18°44'53" E (called S 18°41'26" E) with a northeast boundary line of said 24.1784-acre tract and a southwest boundary line of said Block 16 a distance of 31.65 feet (called 31.67 feet) to an ½" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground, a corner of said 24.1784-acre tract and a corner of said Block 16, for a corner of this tract;

Thence S 25°24'20" E (called S 25°22'27" E) with a northeast boundary line of said 24.1784-acre tract and a southwest boundary line of said Block 16 a distance of 157.41 feet (called 157.55 feet) to an ½" iron bar with a yellow cap marked "Baker" found set in the ground, a corner of said 24.1784-acre tract and the south corner of said Block 16, for a corner of this tract;

Thence S 36°04'53" E (called S 36°43'13" E) with a northeast boundary line of said 24.1784-

Exhibit "A" Subject Property Metes and Bounds

acre tract a distance of 98.98 feet (called 100.40 feet) to an ½" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground in the northwest boundary line of Block 21, The Ridge at Scenic Hills, Unit 1 as shown by plat of record in Volume 6 at page 763 of the Plat Records of Guadalupe County, Texas, the east corner of said 24.1784-acre tract, for the east corner of this tract;

Thence S 52°58'20" W (called S 53°03'32" W) with the southeast boundary line of said 24.1784-acre tract and the southwest boundary lines of said Block 21, and Block 1, Scenic Hills Community, Phase 1 as shown by plat of record in Volume 4 at pages 143-147 of the Plat Records of Guadalupe County, Texas a distance of 1,729.56 feet (called 1,729.56 feet) to an ½" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground in the northeast right-of-way line of Country Club Blvd., the south corner of said 24.1784-acre tract and the west corner of said Block 1, for the south corner of this tract;

Thence N 30°23'09" W (called N 30°21'33" W) with the northeast right-of-way line of Country Club Blvd. and the southwest boundary line of said 24.1784-acre tract a distance of 560.34 feet (called 559.03 feet) to an ½" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground, the west corner of said 24.1784-acre tract and the south corner of Block 14, Fairways at Scenic Hills, Section 2 as shown by plat of record in Volume 6 at page 745 of the Plat Records of Guadalupe County, Texas and Volume 15 at page 86 of the Plat Records of Comal County, Texas, for the west corner of this tract;

Thence N 53°30'56" E (called N 53°32'22" E) with the northwest boundary line of said 24.1784-acre tract and the southeast boundary line of said Block 14 a distance of 935.14 feet (called 935.05 feet) to an ½" iron bar with an orange cap marked "C&B" found set in the ground, a corner of said 24.1784-acre tract and a corner of said Block 14, for a corner of this tract;

Thence N 42°40'11" E (called N 42°37'53" E) with a northwest boundary line of said 24.1784-acre tract and a southeast boundary line of said Block 14 a distance of 348.59 feet (called 348.59 feet) to an ½" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground, a corner of said 24.1784-acre tract and a corner of said Block 14, for a corner of this tract;

Thence N 41°39'37" E (called N 41°31'58" E) with a northwest boundary line of said 24.1784-acre tract and a southeast boundary line of said Block 14 a distance of 363.99 feet (called 364.04 feet) to an ½" iron bar with a yellow cap marked "Baker" found set in the ground, a corner of said 24.1784-acre tract and a corner of said Block 14, for a corner of this tract;

Thence N 56°01'58" E (called N 56°03'18" E) with a northwest boundary line of said 24.1784-acre tract and a southeast boundary line of said Block 14 a distance of 151.27 feet (called 151.28 feet) to an ½" iron bar with an orange cap marked "C&B" found set in the ground in the southwest right-of-way line of Columbia, the north corner of said 24.1784-acre tract and the east corner of said Block 14, for the north corner of this tract;

Exhibit "A" Subject Property Metes and Bounds

Thence S 54°25'16" E (called S 54°20'37" E) with a northeast boundary line of said 24.1784-acre tract a distance of 75.46 feet (called 75.87 feet) to an ½" iron bar with a yellow cap marked "Baker" found set in the ground, a reentrant corner of said 24.1784-acre tract, for a reentrant corner of this tract;

Thence N 44°58'13" E (called N 45°15'45" E) with a northwest boundary line of said 24.1784-acre tract a distance of 18.41 feet (called 18.40 feet) to an ½" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground, in the southwest right-of-way line of Columbia, a north corner of said 24.1784-acre tract, for a north corner of this tract;

Thence S 67°23'54" E (called S 67°27'09" E) with the southwest right-of-way line of Columbia and the northeast boundary line of said 24.1784-acre tract a distance of 180.14 feet (called 180.08 feet) to the point of beginning.

Containing 24.19 acres of land, more or less

The bearings for this survey are based on the Texas State Plane Coordinate System Grid, South Central Zone (4204), North American Datum 1983.

SINCLAIR LAND SURVEYING, INC.

Lemuel T. Sinclair,
Registered Professional Land
Surveyor No. 5142

Exhibit "A" Subject Property Metes and Bounds

EXHIBIT "B" – PERMITTED EXCEPTIONS

1. Standby fees, taxes and assessments by any taxing authority for the year 2022 and subsequent years, not yet due and payable
2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, to the extent appearing in Public Records and valid and existing.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: New Braunfels Utilities
Purpose: Electric Easement
Recording Date: April 18, 1994
Recording No: Volume 957, Page 488, Official Public Records, Comal County, Texas
Recording Date: April 25, 1994
Recording No: Volume 1093, Page 590, Official Public Records, Guadalupe County, Texas
Affects: As described therein.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: U.S. Home Corporation
Purpose: 10' Water Line Easement
Recording Date: October 24, 1994
Recording No: Volume 1003, Page 707, Official Public Records, Comal County, Texas
Recording Date: December 5, 1994
Recording No: Volume 1126, Page 271, Official Public Records, Guadalupe County, Texas
Recording Date: June 24, 1997
Recording No: Volume 1276, Page 603, Official Public Records, Guadalupe County, Texas
Affects: As described therein.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Comal Power Company
Purpose: Electric Easement
Recording Date: June 12, 1925
Recording No: Volume 85, Page 262, Deed Records, Guadalupe County, Texas
Affects: As described therein

Exhibit "A" Subject Property Metes and Bounds

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as of dedication, on the map of said tract/plat:

Purpose: 16' Utility Easement
Affects: As depicted thereon.
Recording No: Volume 4, Page 143-147, Map and Plat Records, Guadalupe County, Texas

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as of dedication, on the map of said tract/plat:

Purpose: Variable Width Fill Easement
Variable Width Fill and Drainage Easement
10' Electric, Gas, Telephone and Cable TV Easement
Affects: As depicted therein.
Recording No: Volume 6, Page 762, Map and Plat Records, Guadalupe County, Texas

**Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
05/27/2022 11:27:28 AM
TERRI 8 Pages(s)
202206025013**



Bobbie Koepf

Exhibit "A" Subject Property Metes and Bounds

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SPECIAL WARRANTY DEED

CHICAGO TITLE

GF CT121743729

Date: May 26, 2022

Grantor: Nolley Caribbean Properties, LLC,
a Wyoming limited liability company

Grantor's Mailing Address (including county): 9370 McKnight Rd
Pittsburgh, Allegheny County, PA 15237-5953

Grantee: HABI Land, LLC,
a Texas limited liability company

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San Antonio, Bexar County, TX 78229-2860

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Reservations from Conveyance:

None.

Reservations Exceptions to Conveyance and Warranty:

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Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys unto Grantee, the Property, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD it to Grantee, and Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee, Grantee's heirs, executors, administrators,

Exhibit "A" Subject Property Metes and Bounds

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When the context requires, singular nouns and pronouns include the plural.

[signature on the following pages]

Exhibit "A" Subject Property Metes and Bounds

EXHIBIT "A" – PROPERTY

24.19 acres out of the
Rafael Garza Survey No. 98
Abstract 138
City of Schertz

THE STATE OF TEXAS
COUNTIES OF GUADALUPE AND COMAL

METES AND BOUNDS DESCRIPTION OF A SURVEY OF

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Exhibit "A" Subject Property Metes and Bounds

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SINCLAIR LAND SURVEYING, INC.

Lemuel T. Sinclair,
Registered Professional Land
Surveyor No. 5142

Exhibit "A" Subject Property Metes and Bounds

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Recording Date: April 25, 1994
Recording No: Volume 1093, Page 590, Official Public Records, Guadalupe County, Texas
Affects: As described therein.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: U.S. Home Corporation
Purpose: 10' Water Line Easement
Recording Date: October 24, 1994
Recording No: Volume 1003, Page 707, Official Public Records, Comal County, Texas
Recording Date: December 5, 1994
Recording No: Volume 1126, Page 271, Official Public Records, Guadalupe County, Texas
Recording Date: June 24, 1997
Recording No: Volume 1276, Page 603, Official Public Records, Guadalupe County, Texas
Affects: As described therein.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Comal Power Company
Purpose: Electric Easement
Recording Date: June 12, 1925
Recording No: Volume 85, Page 262, Deed Records, Guadalupe County, Texas
Affects: As described therein

Exhibit "A" Subject Property Metes and Bounds

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as of dedication, on the map of said tract/plat:

Purpose: 16' Utility Easement
Affects: As depicted thereon.
Recording No: Volume 4, Page 143-147, Map and Plat Records, Guadalupe County, Texas

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as of dedication, on the map of said tract/plat:

Purpose: Variable Width Fill Easement
Variable Width Fill and Drainage Easement
10' Electric, Gas, Telephone and Cable TV Easement
Affects: As depicted therein.
Recording No: Volume 6, Page 762, Map and Plat Records, Guadalupe County, Texas

202299016900

I certify this instrument was ELECTRONICALLY FILED
and RECORDED in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
05/27/2022 11:35:20 AM PAGES: 8 LEAH
TERESA KIEL, COUNTY CLERK



Teresa Kiel

Exhibit "B"
Subject Property Zoning Exhibit

Exhibit "B" Subject Property Zoning Exhibit

ACREAGE SUMMARY
 EXISTING: 24.1784 AC PRE-DEVELOPMENT ZONING
 PROPOSED: 24.1784 AC R3 PDD ZONING

NOTE:
 NO 100-YR FLOODPLAIN EXISTS ON THE PROPERTY AS DEFINED BY THE COMAL COUNTY, TEXAS COMMUNITY PANEL NUMBER 48187C0090F, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, EFFECTIVE DATE NOVEMBER 2, 2007

Owner/ Developer:
 HABI Land,LLC.
 7551 Callaghan RD, Suite 103, San Antonio, TX 78229
 (210) 683-5158

Applicant:
 Eugenio Murillo / HABI Land,LLC.
 7551 Callaghan RD, Suite 103, San Antonio, TX 78229
 (210) 683-5158

Engineer:
 Alejandro R. Gomez, PE / Gomez-Garcia & Associates, Inc.
 19230 Stone Oak Pkwy, Suite 302, San Antonio, TX 78258
 (210) 639-5193 TBPE #5362

Surveyor:
 Lemuel T. Sinclair, RPLS / Sinclair Land Surveying, Inc.
 3411 Magic DR, San Antonio, TX 78229
 (210) 341-4518 TBPLS #10089000

GGA
GOMEZ-GARCIA & ASSOCIATES, INC.
 19230 Stone Oak Pkwy, Ste. 302, San Antonio, Tx 78258
 (210) 832-9608
 TBPE FIRM REGISTRATION #5362

LEGEND

- ① PROPERTY INFORMATION. SEE TABLE FOR ADDITIONAL INFORMATION
- - - NOTIFICATION BOUNDARY
- ZONE CHANGE BOUNDARY
- 835 EXISTING CONTOUR LINES

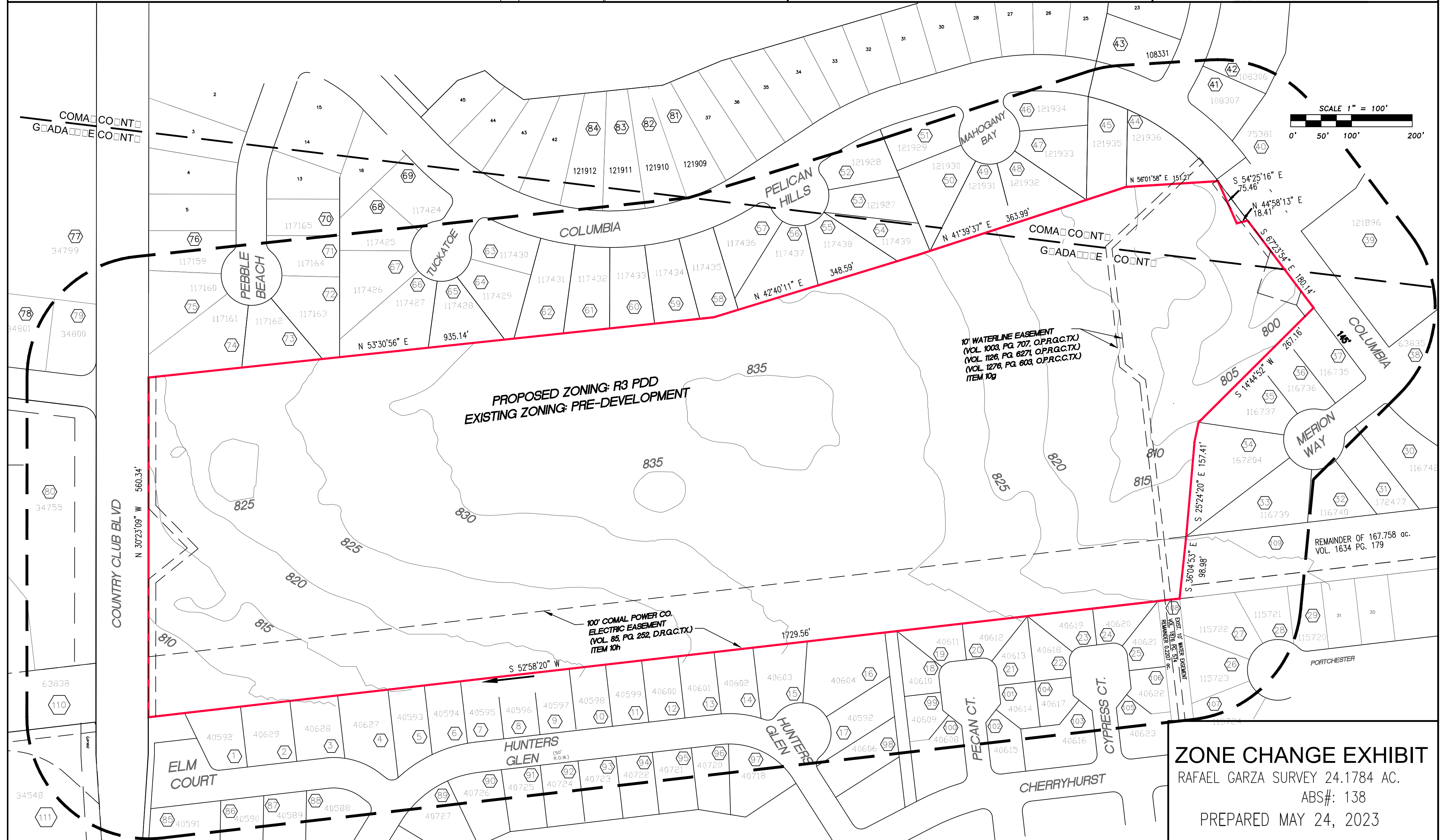
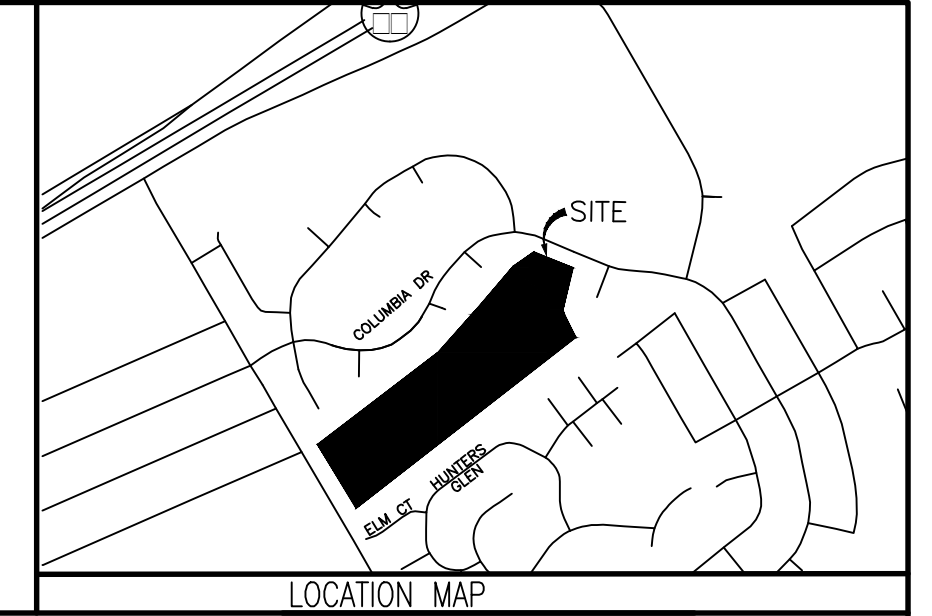


Exhibit "B" Subject Property Zoning Exhibit



GOMEZ-GARCIA & ASSOCIATES, INC.
 19230 Stone Oak Pkwy, Ste. 302, San Antonio, TX 78258
 (210) 832-9608
 TBPE FIRM REGISTRATION #5362

200-FT NOTIFICATION AREA PROPERTY INFORMATION								
PROPERTY #	COUNTY	LAND USE	ZONING	SUBDIVISION NAME	OWNER NAME	PROPERTY ADDRESS	PROPERTY ID#	RECORDING INFO
1	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	EDWARDS JAMES OWEN & LOIS KAREN ESQUERRA	3601 ELM CT SCHERTZ, TX 78154	40592	VOL. 2023 PG. 99006848
2	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	COOK DENNIS R	3609 ELM CT SCHERTZ, TX 78154	40629	VOL. 2019 PG. 99010004
3	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	WRIGHT WESLEY & MARCHETA	3613 ELM CT SCHERTZ, TX 78154	40628	VOL. 2022 PG. 99013714
4	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	MCGEHEE WILLIAM & LAURETE	3617 ELM CT SCHERTZ, TX 78154	40627	VOL. 2020 PG. 0703
5	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	STAHL DAVID EVERETT & IRIS CAMP MCNEER	3701 HUNTERS GLEN SCHERTZ, TX 78154	40593	VOL. 2021 PG. 99012278
6	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	PAYNE CHRIS R & KATHRYN L	3705 HUNTERS GLEN SCHERTZ, TX 78154	40594	VOL. 1410 PG. 0729
7	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	MILLER KELLY PATRICK & JOHN GARRETT MILLER & CASEY ALAN MILL	3709 HUNTERS GLEN SCHERTZ, TX 78154	40595	VOL. 2019 PG. 99029384
8	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	HANAWAY DAVID C & ELSIE I	3713 HUNTERS GLEN SCHERTZ, TX 78154	40596	VOL. 3017 PG. 0131
9	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	WARNER OTHAVN B LIVING TRUST	3717 HUNTERS GLEN SCHERTZ, TX 78154	40597	VOL. 2020 PG. 99019376
10	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	MAURER GEORGE H & PATSY O	3721 HUNTERS GLEN SCHERTZ, TX 78154	40598	VOL. 2054 PG. 0438
11	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	CRAWFORD JEFFERY WILLIAM & PATRICIA LOUISE	3725 HUNTERS GLEN SCHERTZ, TX 78154	40599	VOL. 4271 PG. 0461
12	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	JENNINS CHARLES F & IRENE LIPSETT-JENKINS	3729 HUNTERS GLEN SCHERTZ, TX 78154	40600	VOL. 2020 PG. 99011788
13	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	ZAMZOW SHARILYN J & MELVIN	3733 HUNTERS GLEN SCHERTZ, TX 78154	40601	VOL. 3055 PG. 0890
14	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	WHITATON EDWARD C & BETTY I	3737 HUNTERS GLEN SCHERTZ, TX 78154	40602	VOL. 2935 PG. 0584
15	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	KNIGHT TOMMY WAYNE & JENNIFER SUZANNE	3741 HUNTERS GLEN SCHERTZ, TX 78154	40603	VOL. 2021 PG. 99003877
16	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	GRIFFIN KELLY K	3745 HUNTERS GLEN SCHERTZ, TX 78154	40604	VOL. 2018 PG. 99014066
17	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	LEACH DAVID & ANITA	3749 HUNTERS GLEN SCHERTZ, TX 78154	40605	VOL. 1454 PG. 0533
18	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	TAYLOR SCOTT	3917 PECAN CT SCHERTZ, TX 78154	40610	VOL. 2019 PG. 99018569
19	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	PERRY RICHARD J & SUSAN K	3913 PECAN CT SCHERTZ, TX 78154	40611	VOL. 4176 PG. 0959
20	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	ZAMZOW MARTIN O & BARBARA ZAMZOW BADGETT	3912 PECAN CT SCHERTZ, TX 78154	40612	VOL. 2015 PG. 023288
21	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	SCAPPEROTTI RICHARD & CAROL A	3908 PECAN CT SCHERTZ, TX 78154	40613	VOL. 2019 PG. 99007621
22	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	AVERY TROY BRYSEN	4017 CYPRESS CT SCHERTZ, TX 78154	40618	VOL. 2023 PG. 99000813
23	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	BERG MARY E	4013 CYPRESS CT SCHERTZ, TX 78154	40619	VOL. 3064 PG. 0355
24	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	LASANTE ROGER	4012 CYPRESS CT SCHERTZ, TX 78154	40620	VOL. 2021 PG. 99021111
25	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	MABIN JOHN QUINLAN & KATHLEEN J	4008 CYPRESS CT SCHERTZ, TX 78154	40621	VOL. 2016 PG. 011444
26	GUADALUPE CO.	RESIDENTIAL	R-6	RIDGE AT SCENIC HILLS	KUBECKA ERIC P & VICTORIA S	6101 PORTCHESTER SCHERTZ, TX 78154	115723	VOL. 2319 PG. 0120
27	GUADALUPE CO.	RESIDENTIAL	R-6	RIDGE AT SCENIC HILLS	RUIZ RUBEN T JR & FABIOLA	6105 PORTCHESTER SCHERTZ, TX 78154	115722	VOL. 2279 PG. 0491
28	GUADALUPE CO.	RESIDENTIAL	R-6	RIDGE AT SCENIC HILLS	CUMMINGS DAVID B	6109 PORTCHESTER SCHERTZ, TX 78154	115721	VOL. 2305 PG. 0459
29	GUADALUPE CO.	RESIDENTIAL	R-6	RIDGE AT SCENIC HILLS	NELSON ODION JAMAAL & VICTORIA WILLIAMSON	6113 PORTCHESTER SCHERTZ, TX 78154	115720	VOL. 2023 PG. 99001089
30	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	HACKMAN MEGAN E & JEFF	6112 MERION WAY SCHERTZ, TX 78108	116742	VOL. 2017 PG. 024104
31	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	NULL	6108 MERION WAY SCHERTZ, TX 78108	172477	NULL
32	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	LACKEY MIRIAM	6104 MERION WAY SCHERTZ, TX 78108	116740	VOL. 2022 PG. 99003275
33	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	LAWRENCE WADE H & RUTH M	6100 MERION WAY SCHERTZ, TX 78108	116739	VOL. 2400 PG. 690
34	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	COLEMAN STACY C	6101 MERION WAY SCHERTZ, TX 78108	116720	VOL. 2019 PG. 99019633
35	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	AVELLANAS LLC 6105 MERION PROTECTED SERIES	6105 MERION WAY SCHERTZ, TX 78108	116737	VOL. 2021 PG. 99019579
36	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	ALLOWAY AARON RAY & ALLOWAY JASON MICHAEL & ALLOWAY JOHN ROBERT	6109 MERION WAY SCHERTZ, TX 78108	116736	VOL. 2019 PG. 99024951
37	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	SWIFT M LORRAINE	6113 MERION WAY SCHERTZ, TX 78108	116735	VOL. 2891 PG. 0386
38	GUADALUPE CO.	COMMERCIAL	PRE	FAIRWAYS AT SCENIC HILLS	NOLLEY CARIBBEAN PROPERTIES LLC	COUNTRY CLUB BLVD SCHERTZ, TX 78154	63835	VOL. 2017 PG. 013553
39	GUADALUPE CO.	COMMERCIAL	PRE	FAIRWAYS AT SCENIC HILLS	NOLLEY CARIBBEAN PROPERTIES LLC	S IH 35 SCHERTZ, TX 78154	121896	VOL. 201706029109
40	GUADALUPE CO.	COMMERCIAL	PRE	FAIRWAYS AT SCENIC HILLS	NOLLEY CARIBBEAN PROPERTIES LLC	0 S IH 35 SCHERTZ, TX 78154	75381	VOL. 201706029109
41	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	HENFEY PAUL J & JUDITH E	3811 PEBBLE BEACH CIBOLO, TX 78108	108307	VOL. 200306035280
42	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	DAVIS CHRISTOPHER J & BOBBI L	3807 PEBBLE BEACH CIBOLO, TX 78108	108306	VOL. 201906024000
43	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	BRECKENRIDGE PROPERTY FUND 2016 LLC	3808 PEBBLE BEACH CIBOLO, TX 78108	108331	VOL. 202206043303
44	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	FARRA ZOOROB INVESTMENTS LP	3804 COLUMBIA CIBOLO, TX 78108	121936	VOL. 201306051364
45	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	CHANDLER JAMES W JR & CHARLOTTE	3800 COLUMBIA CIBOLO, TX 78108	121935	VOL. 200606011224
46	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	SCHAFIR HIRSHFELD ZOHRAR	5708 MAHOGANY BAY CIBOLO, TX 78108	121934	VOL. G2445 PG. 158
47	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	ALVA ALAN	5704 MAHOGANY BAY CIBOLO, TX 78108	121933	VOL. 201906009496
48	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	BERGAMIN ISABEL J	5700 MAHOGANY BAY CIBOLO, TX 78108	121932	VOL. 201806031794
49	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	SOLIS JOE D & MELANIE	5701 MAHOGANY BAY CIBOLO, TX 78108	121931	VOL. 200606009979
50	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	GOODWIN THOMAS K & LORETTA A	5705 MAHOGANY BAY CIBOLO, TX 78108	121930	VOL. 201306024283
51	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	GAGLIO CARMELO	5709 MAHOGANY BAY CIBOLO, TX 78108	121929	VOL. 201006005508
52	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	HOLLINGSWORTH THOMAS	5708 PELICAN HILLS CIBOLO, TX 78108	121928	VOL. 200806035460
53	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	GOODPASTURE JOE R	5704 PELICAN HILLS CIBOLO, TX 78108	121927	VOL. 2296 PG.0912
54	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	GOODPASTURE JOE R	5704 PELICAN HILLS CIBOLO, TX 78108	117439	VOL. 2296 PG.0912
55	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	ZULACK WILLIAM M	5700 PELICAN HILLS CIBOLO, TX 78108	117438	VOL. 2019 PG.99020577
56	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	NATALROMAN GERALD L & KRISTEN	5705 PELICAN HILLS CIBOLO, TX 78108	117437	VOL. 3151 PG.0544
57	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	GALLARDO DAVID JR & MONICA A	5709 PELICAN HILLS CIBOLO, TX 78108	117436	VOL. 4146 PG.0618
58	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	MAMIK GUNVIR S	3730 COLUMBIA SCHERTZ, TX 78154	117435	VOL. 2015 PG. 010933
59	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	REYES SONYA E	3726 COLUMBIA SCHERTZ, TX 78154	117434	VOL. 2015 PG. 004496
60	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	WALLACE ROBBIE & ROGER	3722 COLUMBIA SCHERTZ, TX 78154	117433	VOL. 2019 PG. 99017718
61	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	ST CLAIR NORMAN S & BOBBIE H	3718 COLUMBIA SCHERTZ, TX 78154	117432	VOL. 2680 PG. 0507
62	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	R-4 INVESTMENTS LP	3714 COLUMBIA SCHERTZ, TX 78154	117431	VOL. 2020 PG. 99032698
63	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	MOORE MICHAEL D & LETICIA A	5712 TUCKATOE SCHERTZ, TX 78154	117430	VOL. 2020 PG. 99005640
64	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	MILLER KRISTAL	5708 TUCKATOE SCHERTZ, TX 78154	117429	VOL. 2020 PG. 99016776
65	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	BOULDER BERNICE	5704 TUCKATOE SCHERTZ, TX 78154	117428	VOL. 2842 PG. 0507
66	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	LERMA DAVID JOSE	5700 TUCKATOE SCHERTZ, TX 78154	117427	VOL. 4150 PG. 0099
67	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	ORCHARD PROPERTY III LLC	5701 TUCKATOE SCHERTZ, TX 78154	117426	VOL. 2023 PG.99001356
68	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	CARDENAS TRISTAN A & JENNIFER	5705 TUCKATOE SCHERTZ, TX 78154	117425	VOL. 2015 PG.003834
69	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	HUNDLEY LIVING TRUST	5709 TUCKATOE SCHERTZ, TX 78154	117424	VOL. 2419 PG.0204
70	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	FOGEL ESTES E	3684 PEBBLE BEACH SCHERTZ, TX 78154	117165	VOL. 2472 PG. 0480
71	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	LAU HOWSON & HYESUK MIN	3678 PEBBLE BEACH SCHERTZ, TX 78154	117164	VOL. 3195 PG.0529
72	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	MARCHESE EUGENE A JR & MELISSA ANNETTE	3674 PEBBLE BEACH SCHERTZ, TX 78154	117163	VOL. 2164 PG.0434
73	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	RODRIGUEZ PATRICIA	3672 PEBBLE BEACH SCHERTZ, TX 78154	117162	VOL. 2015 PG.010459
74	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	NULL	3671 PEBBLE BEACH SCHERTZ, TX 78154	117161	NULL
75	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	SEIDEL TIMOTHY & DENISE	3675 PEBBLE BEACH SCHERTZ, TX 78154	117160	VOL. 2020 PG.99027706
76	GUADALUPE CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	MORALES MODESTO & LODIE	3679 PEBBLE BEACH SCHERTZ, TX 78154	117159	VOL. 2818 PG.0327
77	GUADALUPE CO.	RESIDENTIAL	R-6	NORTHCLIFFE COUNTRY CLUB ESTATES	REYES RAY & ROSE	3522 FOXBRIAR LN CIBOLO, TX 78108	34799	VOL. 2349 PG. 0159
78	GUADALUPE CO.	RESIDENTIAL	R-6	NORTHCLIFFE COUNTRY CLUB ESTATES	HPA BORROWER 2017-1 ML LLC	3517 WIMBLETON DR SCHERTZ, TX 78154	34801	VOL. 2018 PG.001135
79	GUADALUPE CO.	RESIDENTIAL	R-6	NORTHCLIFFE COUNTRY CLUB ESTATES	WEINAUG JESSICA & CHAD	3521 WIMBLETON DR CIBOLO, TX 78108	34800	VOL. 2999 PG. 1016
80	GUADALUPE CO.	COMMERCIAL	PRE	NORTHCLIFFE COUNTRY CLUB ESTATES	NOLLEY CARRIBEAN PROPERTIES LLC	5301 COUNTRY CLUB DR SCHERTZ, TX 78154	34755	VOL. 2017 PG.013553
81	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	JONES-LAMPHEAR LAURIE A	3731 COLUMBIA CIBOLO, TX 78108	121909	VOL. 202106042737
82	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	TOMLIN LISA K	3727 COLUMBIA CIBOLO, TX 78108	121910	VOL. 201706035869
83	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	ROMO SANDRA	3721 COLUMBIA CIBOLO, TX 78108	121911	VOL. 202006040410
84	COMAL CO.	RESIDENTIAL	R-6	FAIRWAYS AT SCENIC HILLS	CORTINAS ROXANNE M & JAMES D	3717 COLUMBIA CIBOLO, TX 78108	121912	VOL. 202306005999
85	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	MCMASTER PATRICK M & ANN	3604 ELM COURT, SCHERTZ, TX, 78108	40591	VOL. 2019 PG. 99028553
86	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	COURSER HARVEY E & AMELIA	3620 ELM COURT, SCHERTZ, TX, 78108	40590	VOL. 2021 PG. 99011580
87	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	KOSBIE JIM PAPA TRUST	3624 ELM COURT, SCHERTZ, TX, 78108	40589	VOL. 2023 PG. 99001051
88	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	SPENCER JUDY G LIVING TRUST	3628 ELM COURT, SCHERTZ, TX, 78108	40588	VOL. 2020 PG. 99005664
89	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	IGEL MARGARET	3712 HUNTER GLEN, SCHERTZ, TX, 78108	40727	VOL. 2019 PG. 99015945
90	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	MALLAMS GERALD ROGER & NORENE LOUISE	3716 HUNTER GLEN, SCHERTZ, TX, 78108	40726	VOL. 2021 PG. 99031637
91	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	IRELAND DAVID G & DONNA L LIVING TRUST	3720 HUNTER GLEN, SCHERTZ, TX, 78108	40725	NULL
92	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	RADCLIFFE ROBERT F & RUTH A	3724 HUNTER GLEN, SCHERTZ, TX, 78108	40724	VOL. 2022 PG. 99011459
93	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	KLING DAVID A	3728 HUNTER GLEN, SCHERTZ, TX, 78108	40723	VOL. 1549 PG. 0360
94	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	MOORE STANLEY ROBERT & MARYLEDA GALLOWAY MOORE	3732 HUNTER GLEN, SCHERTZ, TX, 78108	40722	VOL. 2018 PG. 99021021
95	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	SHOLTIS MARIA	3736 HUNTER GLEN, SCHERTZ, TX, 78108	40721	VOL. 2022 PG. 99011262
96	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	BERG PHILIP	3740 HUNTER GLEN, SCHERTZ, TX, 78108	40720	VOL. 3064 PG. 1016
97	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	CLANCEY SHARON	3744 HUNTER GLEN, SCHERTZ, TX, 78108	40718	VOL. 2021 PG. 99042165
98	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	ENSMINGER GARY	3753 HUNTER GLEN, SCHERTZ, TX, 78108	40606	VOL. 2015 PG.015199
99	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	WALKER SUSAN B	3921 PECAN CT, SCHERTZ, TX, 78108	40609	VOL. 2021 PG. 99030760
100	GUADALUPE CO.	RESIDENTIAL	R-6	SCENIC HILLS	BEBEE JAMES W & IRENE	3925 PECAN CT, SCHERTZ, TX, 78108	40608	VOL. 1695 PG.0849
101	GUADALUPE							

Exhibit "C"
The Villas at Bluebonnet Ridge
Planned Development District Design Standards

**The Villas at
Bluebonnet Ridge
A PLANNED DEVELOPMENT DISTRICT
City of Schertz
May 2023**

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Exhibits

- A. *Meets and Bounds Description*
- B. *The Villas at Bluebonnet Ridge*
- C. *Zoning Exhibit*
- D. *Amenities, Parks, Entry, Mail Station*
- E. *Parking Exhibit Per Unit*

May 2023

Habi Land, LLC.

Authored by: Eugenio Murillo



The Villas at Bluebonnet Ridge

170 Unit Development on 24.1784 Acres

Planned Development District. Understanding there may be circumstances in which a development might not be able to adhere to the strict regulations and design standards set forth in the Schertz Unified Development Code (UDC), the UDC established Article 5, and Section 21.5.10, a Planned Development District (PDD), as an alternative approach to conventional land development.

The City of Schertz Unified Development Code as amended will govern development of the property, except for the following statements.

PDD Purpose and Intent. The purpose of PDD regulations is to encourage and promote more creative, innovative, and imaginative land development than would be possible under the regulations found in a typical zoning district. The intent is to allow substantial flexibility in planning, design, and development standards in exchange for greater land values and amenities. Enhanced parkland and open space, preservation of natural resources, pedestrian friendly environment, and deviation from the typical traffic patterns are all a result of this allowed flexibility. It is this intrinsic flexibility, in the form of relief from the normal zoning ordinances, design standards, land use densities, and subdivision regulations, that allows for the definition of uses, densities and standards that will permit the alternative planning associated with a PDD and this development known as The Villas at Bluebonnet Ridge.

The Property. The location of the subject property is directly west of the Scenic Hills Neighborhood and directly east of The Fairways at Scenic Hills as described on *Exhibit A*. The current condition of the property creates a unique opportunity for development. The approximately 24.1784-acre site was previously known as part of the Northcliffe Golf Club.

The property is bound by Country Club Boulevard to the south, Columbia Drive to the North, and existing single-family neighborhoods to the east and west.

Analysis of the property via phase 1 ESA reports, geotechnical reports, and bore samples do not reveal any physical constraints, potential health, or safety hazards. Further evaluation of the tract by the Developer's engineers has confirmed utilities are available and the property's demands can be served.

The Villas at Bluebonnet Ridge (*Exhibit B*) is proposed. Such amenities will include both passive and active areas, as well as concrete pathways and crushed granite walking trails. Multi-purposed walkways and sidewalks will provide links between park areas, open spaces, resident units, and amenities. Amenities provided and shown on *Exhibit D* will include playscapes, picnic tables, and a neighborhood pavilion. All of which promote a safe and pedestrian friendly environment and overall livable community. Also, Exhibit D will depict the entry gate and landscaping features.

Our current concept plan consists of a gated community with no more than 170 units. These units will be spread across 85 duplexes. Each unit will be between 1,300 sf and 1,400 sf. Every unit will feature 3 bedrooms, 2.5 baths, an eat in kitchen, two living rooms, a laundry room, a covered back patio, a private yard, and a two-car garage. This proposed community will be managed and maintained by The Villas at Bluebonnet Ridge "HOA". The community is designed to enhance the overall neighborhood standards by incorporating 7.31 acres of green space and amenities. This includes multiple Private Parks public walking trail contingent upon approval with LCRA to develop within the easement. All of which are outlined in the overall site plan *Exhibit B and Exhibit D*.

Parks & Amenities. The development's interior private park and amenities as shown on 0.50 acres, are designed to house a pavilion for birthday parties & special events, a playground for the community, and a concrete walking path. The mail center is designed with a covered pavilion, and additional parking access will be provided on 0.29 acres. In addition to the previously mentioned improvements, the development will also feature a 0.56 acre fenced in private dog park, a 1.95-acre private Picnic/Trail/Community Garden area, and a 4.01 Acre public walking trail contingent upon approval with LCRA to develop within the easement. All the above is shown on *Exhibit B and Exhibit D*

Two-Family Residential District. The intent of the development is to conform with the Two-Family Residential District (R-3) zoning district but to modify the lot width, depth, lot area, and setbacks as follows. Each lot is comprised of at least 5,655 sf with a minimum depth of 87-feet. Each lot will have a width of at least 65 feet. There will be 85 lots in total. Each area, as shown and identified on *Exhibit B*.

Each lot will have a 10-foot side setback on one side and a zero-lot line setback on the opposite side (the 6 corner lots within the development will maintain 15-foot side setback). Each lot will have a 25-foot front setback, and a 20-foot rear setback per the table below. Where residential lots have double frontage, running from one street to another, no access from the rear of the property will be permitted to the street. Only one access point will be permitted from a residential lot, so long as the access is from the front of the lot. All lots with double frontage within that block will have the same restriction and orientation as the lot on either side.

		Minimum Lot Size and Dimensions			Minimum Yard Setback (Ft)				Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off-Street Parking Spaces	Max Height Ft.	Max Imperv Cover	Key
R-3 Per UDC	Two-Family Residential District	9000	75	120	25	10	20	2	35	60%	h,j,k,l,m,o
R-3 (PDD)	Two-Family Residential District (PDD)	5655	65	87	25	10, 0	20	2	35	60%	h,j,k,l,m
Key:											
h.	Corner lot shall have minimum 15-foot yard setback from street right-of-way.										
j.	Site Plan approval required.										
k.	Swimming pools count toward the maximum impervious cover limitations, unless the swimming pool is equipped with a water overflow device appropriate for such pool, and only if it drains into any pervious surface, in which case the water surface shall be excluded.										
l.	No variances may be permitted to exceed the maximum impervious cover limitations										
m.	Refer to Article 14, section 21.14.3 for additional design requirements										
o.	Side yard setback of 7.5 ft. for R-1, R-2, R-3, R-6, R-7, and MHS continues in effect for all subdivisions vested on the date of adoption of Ordinance No. 11-S-15. → (Not to be used for The Villas at Bluebonnet Ridge)										

Homeowners Association & Maintenance. City of Schertz UDC Article 8 Section 21.8.1.B.1 stipulates that a Gated Community shall be a minimum of seventy – five (75) acres. The Villas at Bluebonnet Ridge is modifying this UDC requirement to allow the development of a gated community a minimum of 24 acres. This development will be

gated, and a Homeowners Association (HOA) will be established. The entire development both inside and outside of the gates to include irrigation will be maintained by the HOA's maintenance crew. This is to include the maintenance of common areas, all front yards, side yards, and back yards. The HOA's maintenance crew will have access to all back yards via side gates. The HOA will have master keyed locks to allow for access to maintain each unit's backyard. A 6-foot wood fence will be installed along the boundary with The Fairways at Scenic Hills neighborhood. Crushed granite walking trails, concrete pathways, neighborhood amenities, and multi-use paths within the development's common areas will all be maintained by "The Villas at Bluebonnet Ridge HOA" as well.

Architectural Review Committee. The Developer will establish an Architectural Review Committee (ARC) which will be responsible for reviewing and approving construction plans for all residential construction within The Villas at Bluebonnet Ridge. The ARC will consist of members appointed by the Developer until all the property within the Villas at Bluebonnet Ridge has been transferred to an independent third-party purchaser or to the HOA.

Construction of residential and community amenities within the Villas at Bluebonnet Ridge shall first be submitted to the ARC for approval and to verify compliance with the terms, conditions, and obligations of the PDD and deed restrictions. The ARC shall review such contemplated construction and shall, if approved, provide verification in a form acceptable to the City by which the ARC verifies that the plan for the contemplated construction complies with the PDD and associated guidelines.

Site Design Standards. With the exception of lot sizes, lot area, setbacks, and gated community minimum acreage, this proposed development conforms to the UDC for orderly and unified development of streets, utilities, neighborhood design, public land and facilities. Streets, gates, and lighting will be maintained by the HOA. All public utilities will be maintained by the city with easements to be recorded for access and maintenance as detailed in the utility plan provided to the city.

Fire Walls. Due to the reduced side yard setbacks, each Duplex within The Villas at Bluebonnet Ridge, will require all A/C condensers to be in the rear yard, and exterior sidewalls will be at least a minimum of a 1-hour fire rated. No structures, including sheds, will be permitted within the side yard setbacks. Fencing shall be in line with rear wall of the home. The fire rating shall extend the full length of both side walls and include any projections, it will be the acceptable fire rated standard per code.

Parking. According to UDC Section 21.10.4, each 3-bedroom unit within this development is required to have 2 off street parking spaces. As noted, and shown in Exhibit E, each 3 -bedroom unit has two driveway parking spaces in addition to two garage parking space for a total of 4 spaces per unit. In addition to the 680 off street parking spaces allocated across the development, there are an additional 16 parking spaces split between the interior parks and mail station and an additional 76 spaces available on street to use as overflow and guest parking. Total parking spaces available are 772.

Amendments to the Planned Development District (PDD). Any significant future changes from the established Dimensional Requirements for the approved PDD, which alter the concept of the PDD or increase the density, will cause the plan to be re-submitted for approval by the Planning & Zoning Commission and the City Council, including a new public hearing with applicable fees. Minor changes which do not change the concept or intent of the development shall be approved or denied administratively.

Exhibit A

Meets and Bounds Description

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE

SPECIAL WARRANTY DEED

CHICAGO TITLE

GF CT121743729

Date: May 26, 2022

Grantor: Nolley Caribbean Properties, LLC,
a Wyoming limited liability company

Grantor's Mailing Address (including county): 9370 McKnight Rd
Pittsburgh, Allegheny County, PA 15237-5953

Grantee: HABI Land, LLC,
a Texas limited liability company

Grantee's Mailing Address (including county): 7551 Callaghan Road
San Antonio, Bexar County, TX 78229-2860

Consideration: Ten Dollars (\$10.00) and other valuable consideration

Property (including any improvements):

24.19 acres out of the Rafael Garza Survey No. 98, Abstract 138, City of Schertz, Guadalupe County and Comal County, Texas, being that 24.1784-acre tract of land described in deed of record in Document Number 2017013553 of the Official Public Records of Guadalupe County, Texas and in deed of record in Document Number 201706029109 of the Official Public Records of Comal County, Texas and being more particularly described by metes and bounds on Exhibit "A", attached hereto and incorporated herein by reference.

Reservations from Conveyance:

None.

Reservations Exceptions to Conveyance and Warranty:

See Exhibit "B," attached hereto and incorporated herein by reference.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys unto Grantee, the Property, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD it to Grantee, and Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee, Grantee's heirs, executors, administrators,

successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor, but not otherwise.

Except as provided in the Reservations from Conveyance, above, if any, such Property is conveyed together with all of Grantor's right, title and interest in and to all and singular, the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon or in anywise pertaining to the Property described herein and with all improvements located thereon, including (without limitation) (i) any right, title, and interest of Grantor in and to all strips and gores, and all abutting properties, adjacent streets, alleys or rights-of-way, if any, (ii) any right, title, and interest of Grantor in and to any development rights specifically tied to the Property, (iii) any right, title, and interest of Grantor all roads, alleys, rights-of-way, easements, streets and ways adjacent to or serving the Property, and rights of ingress and egress thereto, (iv) EDU rights related to sanitary sewer or water and any other water rights (surface, underground or otherwise), oil, gas, and other mineral rights, wind rights and solar rights of Grantor, and (v) all improvements on the Property, if any.

Except for the written representations and material facts contained in that certain Commercial Contract - Unimproved Property (With Special Provisions Addendum), dated effective May 25, 2021, as amended by that certain First Amendment, dated May 24, 2022 and as otherwise amended (collectively the "Contract"), and the warranties of title contained in the Special Warranty Deed, Grantee acknowledges, understands and agrees that (i) Grantee will accept (is accepting) the Property "AS IS" and "WHERE IS", "WITH ALL FAULTS," and (ii) neither Grantor nor any of its officers, managers, brokers, employees, attorneys or agents have made or given any warranties, guarantees, or representations, regarding any matter relating to the Contract or the Property.

Taxes having been prorated at Closing, all real property taxes and assessments as to the Property for the current year and subsequent years are the responsibility of Grantee and are assumed by Grantee [and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, shall be allocated as provided in the Contract.]

When the context requires, singular nouns and pronouns include the plural.

[signature on the following pages]

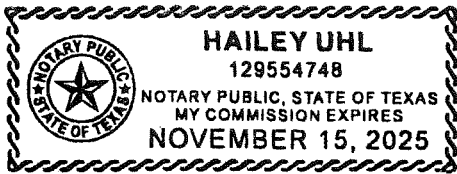
GRANTOR:

NOLLEY CARIBBEAN PROPERTIES, LLC,
a Wyoming limited liability company,

By: Ronald Jay Holley
Name: Ronald Jay Holley
Its: V.P.

STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on the 25 day of May, 2022, by Ron Holley,
the VP of Nolley Caribbean Properties, LLC, on behalf of said company.



Hailey Uhl
Notary Public

SB/15182.0201/Closing Document/SWD

EXHIBIT "A" – PROPERTY

24.19 acres out of the
Rafael Garza Survey No. 98
Abstract 138
City of Schertz

THE STATE OF TEXAS
COUNTIES OF GUADALUPE AND COMAL

METES AND BOUNDS DESCRIPTION OF A SURVEY OF

24.19 acres out of the Rafael Garza Survey No. 98, Abstract 138, City of Schertz, Guadalupe County and Comal County, Texas, being that 24.1784-acre tract of land described in deed of record in Document Number 2017013553 of the Official Public Records of Guadalupe County, Texas and in deed of record in Document Number 201706029109 of the Official Public Records of Comal County, Texas and being more particularly described by metes and bounds, as surveyed, as follows:

Beginning at an ½" iron bar with a red cap marked "Survey Ass." found set in the ground in the southwest right-of-way line of Columbia, an east corner of a 24.1784-acre tract of land described in deed of record in Document Number 2017013553 of the Official Public Records of Guadalupe County, Texas and in deed of record in Document Number 201706029109 of the Official Public Records of Comal County, Texas and the west corner of Block 16, The Fairways at Scenic Hills, Unit 3A as shown by plat of record in Volume 6 at page 762 of the Plat Records of Guadalupe County, Texas, for an east corner of this tract;

Thence S 14°44'52" W (called S 14°45'10" W) with the east boundary line of said 24.1784-acre tract and a west boundary line of said Block 16 a distance of 267.16 feet (called 267.10 feet) to an ½" iron bar with a yellow cap marked "Reg. No. 5464" set in the ground, a reentrant corner of said 24.1784-acre tract and a corner of said Block 16, for a reentrant corner of this tract;

Thence S 18°44'53" E (called S 18°41'26" E) with a northeast boundary line of said 24.1784-acre tract and a southwest boundary line of said Block 16 a distance of 31.65 feet (called 31.67 feet) to an ½" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground, a corner of said 24.1784-acre tract and a corner of said Block 16, for a corner of this tract;

Thence S 25°24'20" E (called S 25°22'27" E) with a northeast boundary line of said 24.1784-acre tract and a southwest boundary line of said Block 16 a distance of 157.41 feet (called 157.55 feet) to an ½" iron bar with a yellow cap marked "Baker" found set in the ground, a corner of said 24.1784-acre tract and the south corner of said Block 16, for a corner of this tract;

Thence S 36°04'53" E (called S 36°43'13" E) with a northeast boundary line of said 24.1784-

acre tract a distance of 98.98 feet (called 100.40 feet) to an ½” iron bar with an orange cap marked “SLS RPLS 5142” set in the ground in the northwest boundary line of Block 21, The Ridge at Scenic Hills, Unit 1 as shown by plat of record in Volume 6 at page 763 of the Plat Records of Guadalupe County, Texas, the east corner of said 24.1784-acre tract, for the east corner of this tract;

Thence S 52°58'20" W (called S 53°03'32" W) with the southeast boundary line of said 24.1784-acre tract and the southwest boundary lines of said Block 21, and Block 1, Scenic Hills Community, Phase 1 as shown by plat of record in Volume 4 at pages 143-147 of the Plat Records of Guadalupe County, Texas a distance of 1,729.56 feet (called 1,729.56 feet) to an ½” iron bar with an orange cap marked “SLS RPLS 5142” set in the ground in the northeast right-of-way line of Country Club Blvd., the south corner of said 24.1784-acre tract and the west corner of said Block 1, for the south corner of this tract;

Thence N 30°23'09" W (called N 30°21'33" W) with the northeast right-of-way line of Country Club Blvd. and the southwest boundary line of said 24.1784-acre tract a distance of 560.34 feet (called 559.03 feet) to an ½” iron bar with an orange cap marked “SLS RPLS 5142” set in the ground, the west corner of said 24.1784-acre tract and the south corner of Block 14, Fairways at Scenic Hills, Section 2 as shown by plat of record in Volume 6 at page 745 of the Plat Records of Guadalupe County, Texas and Volume 15 at page 86 of the Plat Records of Comal County, Texas, for the west corner of this tract;

Thence N 53°30'56" E (called N 53°32'22" E) with the northwest boundary line of said 24.1784-acre tract and the southeast boundary line of said Block 14 a distance of 935.14 feet (called 935.05 feet) to an ½” iron bar with an orange cap marked “C&B” found set in the ground, a corner of said 24.1784-acre tract and a corner of said Block 14, for a corner of this tract;

Thence N 42°40'11" E (called N 42°37'53" E) with a northwest boundary line of said 24.1784-acre tract and a southeast boundary line of said Block 14 a distance of 348.59 feet (called 348.59 feet) to an ½” iron bar with an orange cap marked “SLS RPLS 5142” set in the ground, a corner of said 24.1784-acre tract and a corner of said Block 14, for a corner of this tract;

Thence N 41°39'37" E (called N 41°31'58" E) with a northwest boundary line of said 24.1784-acre tract and a southeast boundary line of said Block 14 a distance of 363.99 feet (called 364.04 feet) to an ½” iron bar with a yellow cap marked “Baker” found set in the ground, a corner of said 24.1784-acre tract and a corner of said Block 14, for a corner of this tract;

Thence N 56°01'58" E (called N 56°03'18" E) with a northwest boundary line of said 24.1784-acre tract and a southeast boundary line of said Block 14 a distance of 151.27 feet (called 151.28 feet) to an ½” iron bar with an orange cap marked “C&B” found set in the ground in the southwest right-of-way line of Columbia, the north corner of said 24.1784-acre tract and the east corner of said Block 14, for the north corner of this tract;

Thence S 54°25'16" E (called S 54°20'37" E) with a northeast boundary line of said 24.1784-acre tract a distance of 75.46 feet (called 75.87 feet) to an ½" iron bar with a yellow cap marked "Baker" found set in the ground, a reentrant corner of said 24.1784-acre tract, for a reentrant corner of this tract;

Thence N 44°58'13" E (called N 45°15'45" E) with a northwest boundary line of said 24.1784-acre tract a distance of 18.41 feet (called 18.40 feet) to an ½" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground, in the southwest right-of-way line of Columbia, a north corner of said 24.1784-acre tract, for a north corner of this tract;

Thence S 67°23'54" E (called S 67°27'09" E) with the southwest right-of-way line of Columbia and the northeast boundary line of said 24.1784-acre tract a distance of 180.14 feet (called 180.08 feet) to the point of beginning.

Containing 24.19 acres of land, more or less

The bearings for this survey are based on the Texas State Plane Coordinate System Grid, South Central Zone (4204), North American Datum 1983.

SINCLAIR LAND SURVEYING, INC.

Lemuel T. Sinclair,
Registered Professional Land
Surveyor No. 5142

EXHIBIT "B" – PERMITTED EXCEPTIONS

1. Standby fees, taxes and assessments by any taxing authority for the year 2022 and subsequent years, not yet due and payable
2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, to the extent appearing in Public Records and valid and existing.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: New Braunfels Utilities
Purpose: Electric Easement
Recording Date: April 18, 1994
Recording No: Volume 957, Page 488, Official Public Records, Comal County, Texas
Recording Date: April 25, 1994
Recording No: Volume 1093, Page 590, Official Public Records, Guadalupe County, Texas
Affects: As described therein.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: U.S. Home Corporation
Purpose: 10' Water Line Easement
Recording Date: October 24, 1994
Recording No: Volume 1003, Page 707, Official Public Records, Comal County, Texas
Recording Date: December 5, 1994
Recording No: Volume 1126, Page 271, Official Public Records, Guadalupe County, Texas
Recording Date: June 24, 1997
Recording No: Volume 1276, Page 603, Official Public Records, Guadalupe County, Texas
Affects: As described therein.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Comal Power Company
Purpose: Electric Easement
Recording Date: June 12, 1925
Recording No: Volume 85, Page 262, Deed Records, Guadalupe County, Texas
Affects: As described therein

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as of dedication, on the map of said tract/plat:

Purpose: 16' Utility Easement
Affects: As depicted thereon.
Recording No: Volume 4, Page 143-147, Map and Plat Records, Guadalupe County, Texas

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as of dedication, on the map of said tract/plat:

Purpose: Variable Width Fill Easement
Variable Width Fill and Drainage Easement
10' Electric, Gas, Telephone and Cable TV Easement
Affects: As depicted therein.
Recording No: Volume 6, Page 762, Map and Plat Records, Guadalupe County, Texas

**Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
05/27/2022 11:27:28 AM
TERRI 8 Pages(s)
202206025013**



Bobbie Koepf

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SPECIAL WARRANTY DEED

CHICAGO TITLE
GF CT121743729

Date: May 26, 2022

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Grantor's Mailing Address (including county): 9370 McKnight Rd
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Grantee: HABI Land, LLC,
a Texas limited liability company

Grantee's Mailing Address (including county): 7551 Callaghan Road
San Antonio, Bexar County, TX 78229-2860

Consideration: Ten Dollars (\$10.00) and other valuable consideration

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successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor, but not otherwise.

Except as provided in the Reservations from Conveyance, above, if any, such Property is conveyed together with all of Grantor's right, title and interest in and to all and singular, the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon or in anywise pertaining to the Property described herein and with all improvements located thereon, including (without limitation) (i) any right, title, and interest of Grantor in and to all strips and gores, and all abutting properties, adjacent streets, alleys or rights-of-way, if any, (ii) any right, title, and interest of Grantor in and to any development rights specifically tied to the Property, (iii) any right, title, and interest of Grantor all roads, alleys, rights-of-way, easements, streets and ways adjacent to or serving the Property, and rights of ingress and egress thereto, (iv) EDU rights related to sanitary sewer or water and any other water rights (surface, underground or otherwise), oil, gas, and other mineral rights, wind rights and solar rights of Grantor, and (v) all improvements on the Property, if any.

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Taxes having been prorated at Closing, all real property taxes and assessments as to the Property for the current year and subsequent years are the responsibility of Grantee and are assumed by Grantee [and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, shall be allocated as provided in the Contract.]

When the context requires, singular nouns and pronouns include the plural.

[signature on the following pages]

EXHIBIT "A" – PROPERTY

24.19 acres out of the
Rafael Garza Survey No. 98
Abstract 138
City of Schertz

THE STATE OF TEXAS
COUNTIES OF GUADALUPE AND COMAL

METES AND BOUNDS DESCRIPTION OF A SURVEY OF

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Thence S 14°44'52" W (called S 14°45'10" W) with the east boundary line of said 24.1784-acre tract and a west boundary line of said Block 16 a distance of 267.16 feet (called 267.10 feet) to an ½" iron bar with a yellow cap marked "Reg. No. 5464" set in the ground, a reentrant corner of said 24.1784-acre tract and a corner of said Block 16, for a reentrant corner of this tract;

Thence S 18°44'53" E (called S 18°41'26" E) with a northeast boundary line of said 24.1784-acre tract and a southwest boundary line of said Block 16 a distance of 31.65 feet (called 31.67 feet) to an ½" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground, a corner of said 24.1784-acre tract and a corner of said Block 16, for a corner of this tract;

Thence S 25°24'20" E (called S 25°22'27" E) with a northeast boundary line of said 24.1784-acre tract and a southwest boundary line of said Block 16 a distance of 157.41 feet (called 157.55 feet) to an ½" iron bar with a yellow cap marked "Baker" found set in the ground, a corner of said 24.1784-acre tract and the south corner of said Block 16, for a corner of this tract;

Thence S 36°04'53" E (called S 36°43'13" E) with a northeast boundary line of said 24.1784-

acre tract a distance of 98.98 feet (called 100.40 feet) to an ½” iron bar with an orange cap marked “SLS RPLS 5142” set in the ground in the northwest boundary line of Block 21, The Ridge at Scenic Hills, Unit 1 as shown by plat of record in Volume 6 at page 763 of the Plat Records of Guadalupe County, Texas, the east corner of said 24.1784-acre tract, for the east corner of this tract;

Thence S 52°58'20" W (called S 53°03'32" W) with the southeast boundary line of said 24.1784-acre tract and the southwest boundary lines of said Block 21, and Block 1, Scenic Hills Community, Phase 1 as shown by plat of record in Volume 4 at pages 143-147 of the Plat Records of Guadalupe County, Texas a distance of 1,729.56 feet (called 1,729.56 feet) to an ½” iron bar with an orange cap marked “SLS RPLS 5142” set in the ground in the northeast right-of-way line of Country Club Blvd., the south corner of said 24.1784-acre tract and the west corner of said Block 1, for the south corner of this tract;

Thence N 30°23'09" W (called N 30°21'33" W) with the northeast right-of-way line of Country Club Blvd. and the southwest boundary line of said 24.1784-acre tract a distance of 560.34 feet (called 559.03 feet) to an ½” iron bar with an orange cap marked “SLS RPLS 5142” set in the ground, the west corner of said 24.1784-acre tract and the south corner of Block 14, Fairways at Scenic Hills, Section 2 as shown by plat of record in Volume 6 at page 745 of the Plat Records of Guadalupe County, Texas and Volume 15 at page 86 of the Plat Records of Comal County, Texas, for the west corner of this tract;

Thence N 53°30'56" E (called N 53°32'22" E) with the northwest boundary line of said 24.1784-acre tract and the southeast boundary line of said Block 14 a distance of 935.14 feet (called 935.05 feet) to an ½” iron bar with an orange cap marked “C&B” found set in the ground, a corner of said 24.1784-acre tract and a corner of said Block 14, for a corner of this tract;

Thence N 42°40'11" E (called N 42°37'53" E) with a northwest boundary line of said 24.1784-acre tract and a southeast boundary line of said Block 14 a distance of 348.59 feet (called 348.59 feet) to an ½” iron bar with an orange cap marked “SLS RPLS 5142” set in the ground, a corner of said 24.1784-acre tract and a corner of said Block 14, for a corner of this tract;

Thence N 41°39'37" E (called N 41°31'58" E) with a northwest boundary line of said 24.1784-acre tract and a southeast boundary line of said Block 14 a distance of 363.99 feet (called 364.04 feet) to an ½” iron bar with a yellow cap marked “Baker” found set in the ground, a corner of said 24.1784-acre tract and a corner of said Block 14, for a corner of this tract;

Thence N 56°01'58" E (called N 56°03'18" E) with a northwest boundary line of said 24.1784-acre tract and a southeast boundary line of said Block 14 a distance of 151.27 feet (called 151.28 feet) to an ½” iron bar with an orange cap marked “C&B” found set in the ground in the southwest right-of-way line of Columbia, the north corner of said 24.1784-acre tract and the east corner of said Block 14, for the north corner of this tract;

Thence S 54°25'16" E (called S 54°20'37" E) with a northeast boundary line of said 24.1784-acre tract a distance of 75.46 feet (called 75.87 feet) to an ½" iron bar with a yellow cap marked "Baker" found set in the ground, a reentrant corner of said 24.1784-acre tract, for a reentrant corner of this tract;

Thence N 44°58'13" E (called N 45°15'45" E) with a northwest boundary line of said 24.1784-acre tract a distance of 18.41 feet (called 18.40 feet) to an ½" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground, in the southwest right-of-way line of Columbia, a north corner of said 24.1784-acre tract, for a north corner of this tract;

Thence S 67°23'54" E (called S 67°27'09" E) with the southwest right-of-way line of Columbia and the northeast boundary line of said 24.1784-acre tract a distance of 180.14 feet (called 180.08 feet) to the point of beginning.

Containing 24.19 acres of land, more or less

The bearings for this survey are based on the Texas State Plane Coordinate System Grid, South Central Zone (4204), North American Datum 1983.

SINCLAIR LAND SURVEYING, INC.

Lemuel T. Sinclair,
Registered Professional Land
Surveyor No. 5142

EXHIBIT "B" – PERMITTED EXCEPTIONS

1. Standby fees, taxes and assessments by any taxing authority for the year 2022 and subsequent years, not yet due and payable
2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, to the extent appearing in Public Records and valid and existing.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: New Braunfels Utilities
Purpose: Electric Easement
Recording Date: April 18, 1994
Recording No: Volume 957, Page 488, Official Public Records, Comal County, Texas
Recording Date: April 25, 1994
Recording No: Volume 1093, Page 590, Official Public Records, Guadalupe County, Texas
Affects: As described therein.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: U.S. Home Corporation
Purpose: 10' Water Line Easement
Recording Date: October 24, 1994
Recording No: Volume 1003, Page 707, Official Public Records, Comal County, Texas
Recording Date: December 5, 1994
Recording No: Volume 1126, Page 271, Official Public Records, Guadalupe County, Texas
Recording Date: June 24, 1997
Recording No: Volume 1276, Page 603, Official Public Records, Guadalupe County, Texas
Affects: As described therein.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Comal Power Company
Purpose: Electric Easement
Recording Date: June 12, 1925
Recording No: Volume 85, Page 262, Deed Records, Guadalupe County, Texas
Affects: As described therein

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as of dedication, on the map of said tract/plat:

Purpose: 16' Utility Easement
Affects: As depicted thereon.
Recording No: Volume 4, Page 143-147, Map and Plat Records, Guadalupe County, Texas

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as of dedication, on the map of said tract/plat:

Purpose: Variable Width Fill Easement
Variable Width Fill and Drainage Easement
10' Electric, Gas, Telephone and Cable TV Easement
Affects: As depicted therein.
Recording No: Volume 6, Page 762, Map and Plat Records, Guadalupe County, Texas

202299016900

I certify this instrument was ELECTRONICALLY FILED
and RECORDED in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
05/27/2022 11:35:20 AM PAGES: 8 LEAH
TERESA KIEL, COUNTY CLERK



Teresa Kiel

Exhibit B

The Villas at Bluebonnet Ridge

The Villas

AT BLUEBONNET RIDGE



MASTER PLAN



PROJECT AREAS & UNITS:

-  Duplex / **85 Lots -170 Units**
-  Park & Amenities / **0.50 Acres**
-  Picnic Trail Area / **1.95 Acres**
-  Mail Center Area / **0.29 Acres**
-  Dog Park Area / **0.56 Acres**

TOTAL: 3.30 ac.

-  Detention Ponds / **0.66 Acres**
-  Public Trail System / **4.01 Acres**

ALL RENDERINGS & ILLUSTRATIONS SHOWN ARE FOR ILLUSTRATION PURPOSE ONLY.

Exhibit C

Zoning Exhibit

ACREAGE SUMMARY
 EXISTING: 24.1784 AC PRE-DEVELOPMENT ZONING
 PROPOSED: 24.1784 AC R3 PDD ZONING

NOTE:
 NO 100-YR FLOODPLAIN EXISTS ON THE
 PROPERTY AS DEFINED BY THE COMAL COUNTY,
 TEXAS COMMUNITY PANEL NUMBER
 48187C0090F, AS PREPARED BY THE FEDERAL
 EMERGENCY MANAGEMENT AGENCY, EFFECTIVE
 DATE NOVEMBER 2, 2007

Owner/ Developer:
 HABI Land,LLC.
 7551 Callaghan RD, Suite 103, San Antonio, TX 78229
 (210) 683-5158

Applicant:
 Eugenio Murillo / HABI Land,LLC.
 7551 Callaghan RD, Suite 103, San Antonio, TX 78229
 (210) 683-5158

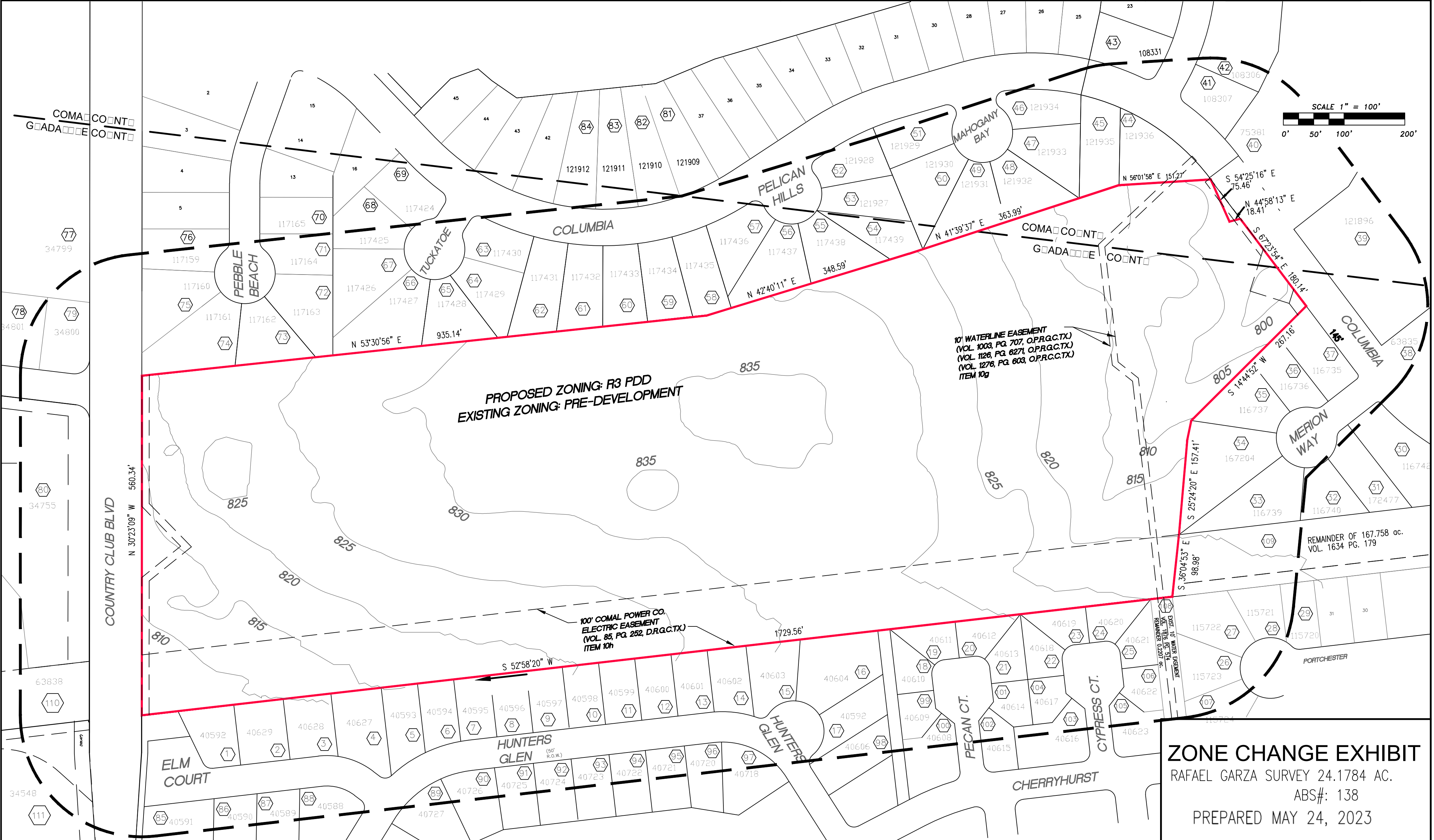
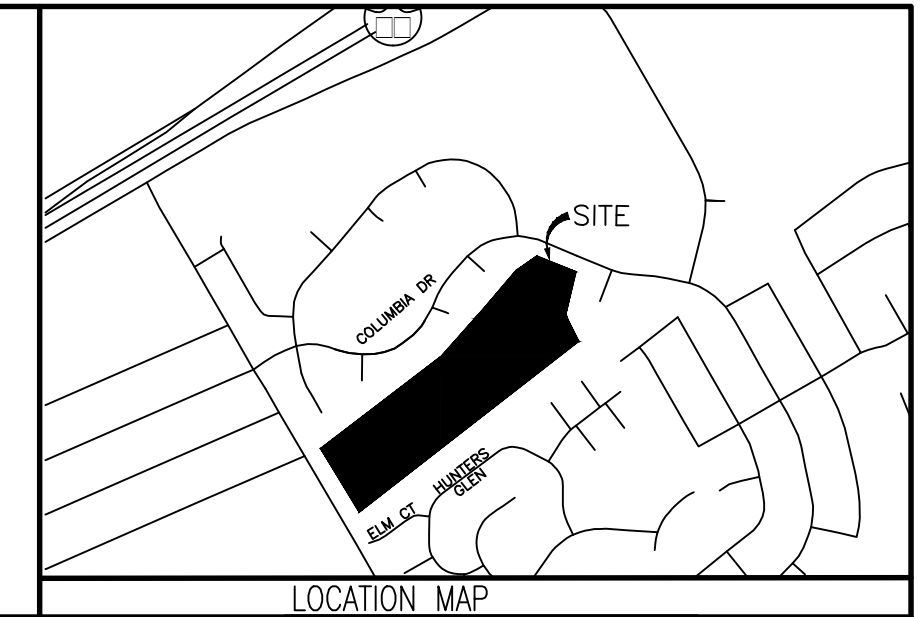
Engineer:
 Alejandro R. Gomez, PE / Gomez-Garcia & Associates, Inc.
 19230 Stone Oak Pkwy, Suite 302, San Antonio, TX 78258
 (210) 639-5193 TBPE #5362

Surveyor:
 Lemuel T. Sinclair, RPLS / Sinclair Land Surveying, Inc.
 3411 Magic DR, San Antonio, TX 78229
 (210) 341-4518 TBPLS #10089000

GGA
GOMEZ-GARCIA & ASSOCIATES, INC.
 19230 Stone Oak Pkwy, Ste. 302, San Antonio, Tx 78258
 (210) 832-9608
 TBPE FIRM REGISTRATION #5362

LEGEND

- ① PROPERTY INFORMATION. SEE TABLE FOR ADDITIONAL INFORMATION
- - - NOTIFICATION BOUNDARY
- █ ZONE CHANGE BOUNDARY
- 835 EXISTING CONTOUR LINES



ZONE CHANGE EXHIBIT
 RAFAEL GARZA SURVEY 24.1784 AC.
 ABS#: 138
 PREPARED MAY 24, 2023



GOMEZ-GARCIA & ASSOCIATES, INC.

19230 Stone Oak Pkwy, Ste. 302, San Antonio, Tx 78258
(210) 832-9608

TBPE FIRM REGISTRATION #5362

Table with 8 columns: PROPERTY #, COUNTY, LAND USE, ZONING, SUBDIVISION NAME, OWNER NAME, PROPERTY ADDRESS, PROPERTY ID#, RECORDING INFO. Contains 111 rows of property data.

Owner/ Developer:

HABI Land,LLC.
7551 Callaghan RD, Suite 103, San Antonio, TX 78229
(210) 683-5158

Applicant:

Eugenio Murillo / HABI Land,LLC.
7551 Callaghan RD, Suite 103, San Antonio, TX 78229
(210) 683-5158

Engineer:

Alejandro R. Gomez, PE / Gomez-Garcia & Associates, Inc.
19230 Stone Oak Pkwy, Suite 302, San Antonio, TX 78258
(210) 639-5193 TBPE #5362

Surveyor:

Lemuel T. Sinclair, RPLS / Sinclair Land Surveying, Inc.
3411 Magic DR, San Antonio, TX 78229
(210) 341-4518 TBPLS #10089000

ZONE CHANGE EXHIBIT

RAFAEL GARZA SURVEY 24.1784 AC.

ABS#: 138

PREPARED MAY 24, 2023

Exhibit D

Amenities, Parks, Entry, Mail Station

COPYRIGHT 2020 ©
BUILDING DESIGN DRAWINGS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN EXCLUSIVE PROPERTY OF THE ARCHITECT. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS TO BE EXECUTED OR NOT, THEY ARE NOT TO BE USED BY THE OWNER OR OTHER PROJECTS OR EXTENDING TO THIS PROJECT EXCEPT BY AGREEMENT IN WRITING FROM THIS ARCHITECT.

OCTAVIO A. VIRAMONTES
ARCHITECT
908 LEMMON CV.
SAN ANTONIO, TX
210.464.8120

The Texas Board of Architectural Examiners has jurisdiction regarding the professional practice of persons registered as Architects in Texas.
TEXAS BOARD OF ARCHITECTURAL EXAMINERS
P.O. BOX 12327 - AUSTIN, TX 78711-2327
TELEPHONE: 512-365-9900 / FAX: 512-365-9900

MEP	CIVIL
STRUCTURAL	LANDSCAPE

The Villas
AT BLUBONNET RIDGE
Northcliffe
Schertz, TX 78108

REVISIONS

No.	Date	Description

PROJECT # 8129-S
DATE: 04/05/2023
DRAWN: JPV
CHECKED BY: OAV

L0.0

SHEET #

OF SHTS.



KEY:

- 1. PRIMARY GATED ACCESS
- 2. SECONDARY GATED ACCESS (RESIDENTS ONLY)
- 3. DOG PARK
- 4. AMENITIES
- 5. PRIVATE TRAIL & PICNIC AREA
- 6. PUBLIC TRAIL SYSTEM (DESIGN TBD)
- 7. POND
- 8. MAILBOX PAVILION

PARKING:

- 76 STREET PARKING
- 680 OFF STREET PARKING
- 16 AMENITY PARKING
- 772 TOTAL PARKING SPOTS

1 GENERAL SITE PLAN
SCALE: 1"=80'-0"

NOT FOR CONSTRUCTION
NOTE: THESE DRAWINGS ARE INCOMPLETE AND MAY NOT BE USED FOR REGULATORY PERMIT, OR CONSTRUCTION

Exhibit E

Parking Exhibit Per Unit

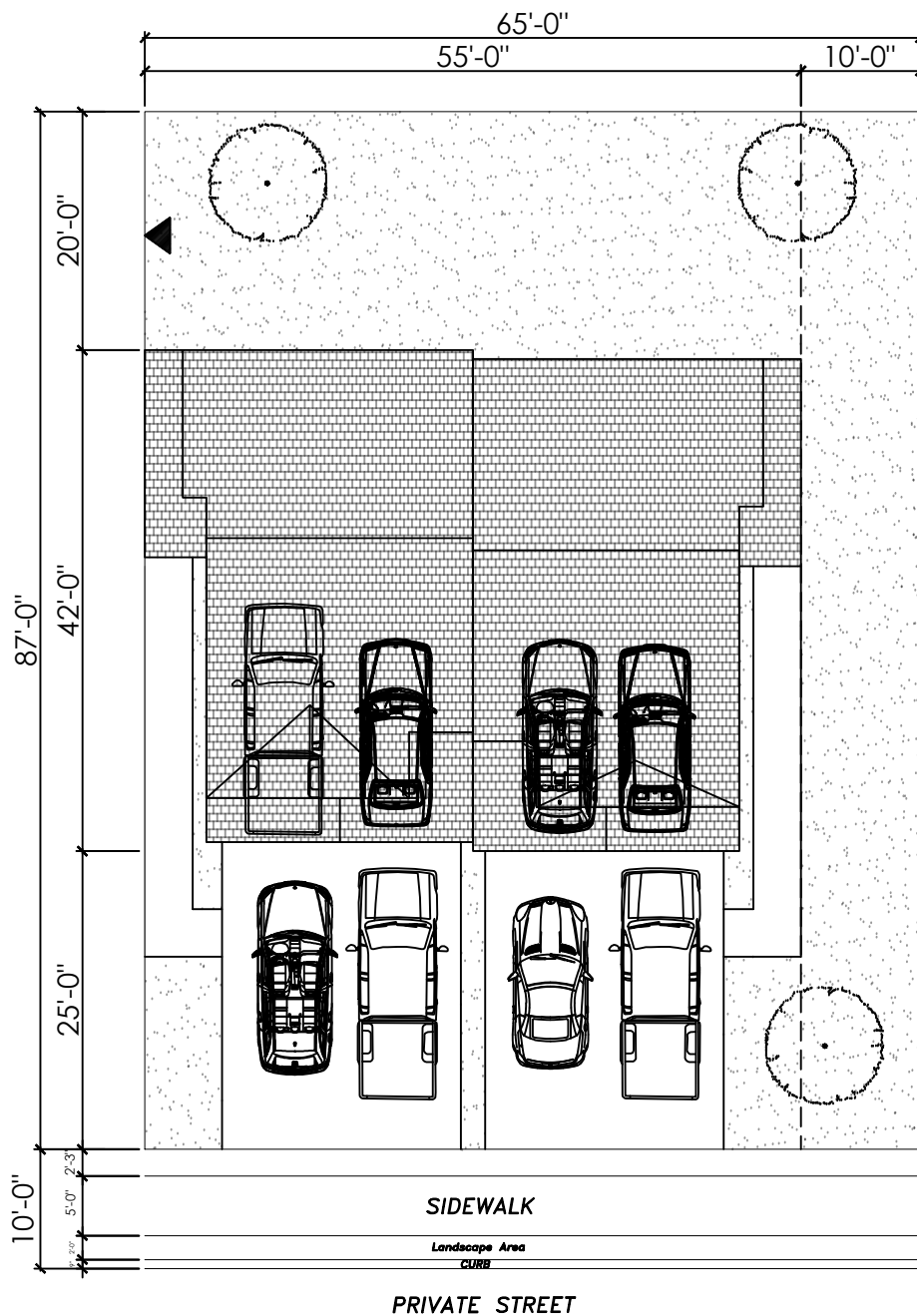


EXHIBIT "E"

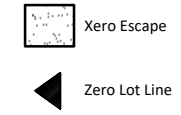
ARTICLE 10. PARKING STANDARDS

Sec. 21.10.2. General provisions.

- A. Required off-street parking in residential districts shall be provided on the same site, lot or tract as the main use for which the parking is provided.
- B. Required off-street parking in nonresidential districts may be located on the same site, lot or tract as the main use for which the parking is provided or on a site, lot or tract located within the same zoning district and within 150 feet of the main use.
- E. All driveways and all required off-street parking spaces shall be on a paved concrete or asphalt surface. All drive approaches shall be of paved concrete.
- I. *Residential curb cuts.*
 1. *Straight driveways.* Curb cuts for residential driveway aprons shall be not less than ten feet (10') in width, and not more than twelve feet (12') in width for a single driveway apron nor more than twenty-four feet (24') in width for a double driveway apron. Curb cuts will be permitted only for driveway aprons providing access to a garage, carport or hardstand. Not more than one curb cut will be permitted for each residential parcel of land except as follows for circular driveways.

Sec. 21.10.3. Size of space.

- A. Each standard off-street surface parking space shall measure not less than ten feet by 20 feet, exclusive of access drives and aisles, and shall be of usable shape and condition.
- D. Each standard parking space located in a parking garage shall measure not less than ten feet by eighteen feet (10' x 18'), exclusive of access drives or aisles.



SqFt Lot	5655
Impervious Cover	3320.58
% Impervious Cover	58.72%

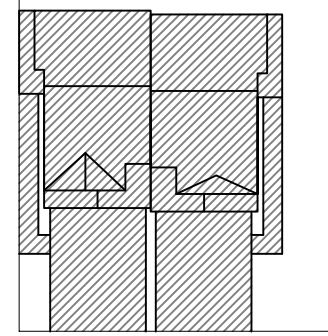


EXHIBIT "E"

ARTICLE 10. PARKING STANDARDS

Sec. 21.10.2. General provisions.

- A. Required off-street parking in residential districts shall be provided on the same site, lot or tract as the main use for which the parking is provided.
- B. Required off-street parking in nonresidential districts may be located on the same site, lot or tract as the main use for which the parking is provided or on a site, lot or tract located within the same zoning district and within 150 feet of the main use.
- E. All driveways and all required off-street parking spaces shall be on a paved concrete or asphalt surface. All drive approaches shall be of paved concrete.
- I. *Residential curb cuts.*
 1. *Straight driveways.* Curb cuts for residential driveway aprons shall be not less than ten feet (10') in width, and not more than twelve feet (12') in width for a single driveway apron nor more than twenty-four feet (24') in width for a double driveway apron. Curb cuts will be permitted only for driveway aprons providing access to a garage, carport or hardstand. Not more than one curb cut will be permitted for each residential parcel of land except as follows for circular driveways.

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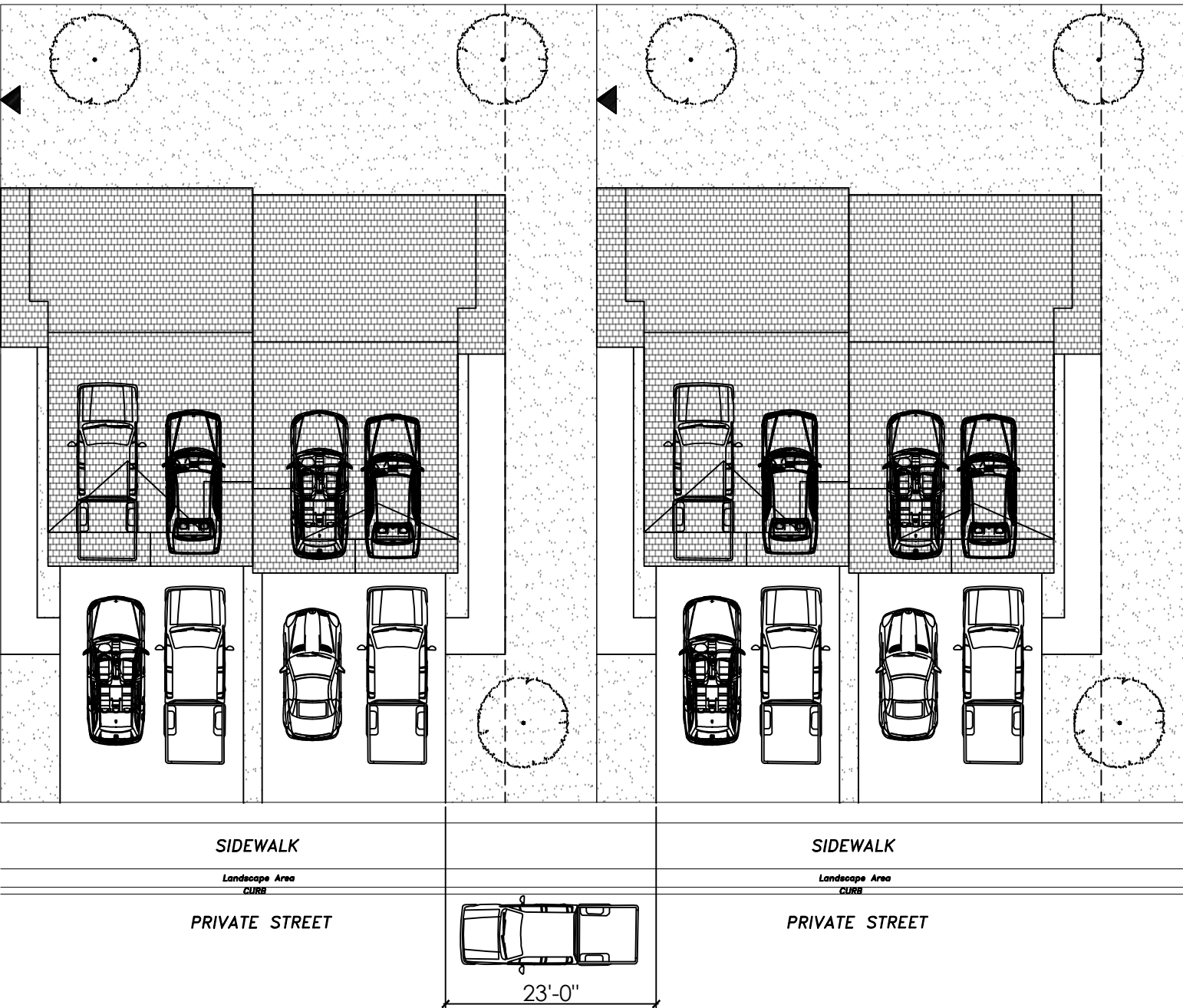
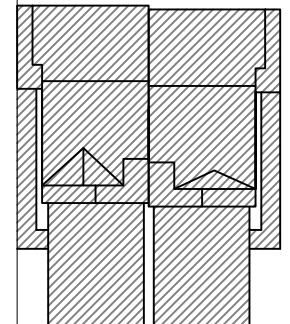


Xero Escape



Zero Lot Line

SqFt Lot	5655
Impervious Cover	3320.58
% Impervious Cover	58.72%



SIDEWALK

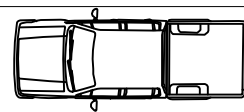
SIDEWALK

Landscape Area
CURB

Landscape Area
CURB

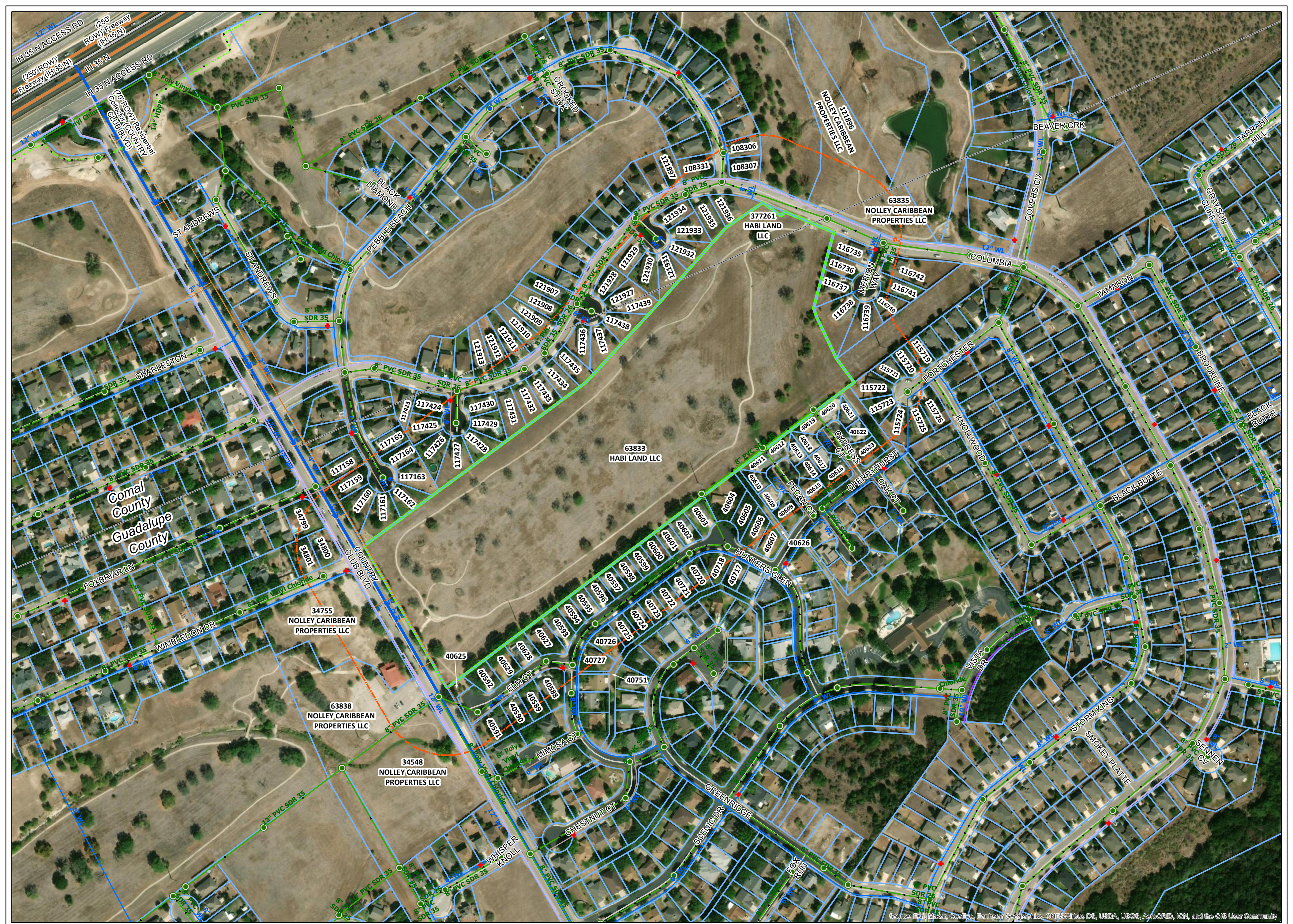
PRIVATE STREET

PRIVATE STREET



23'-0"





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



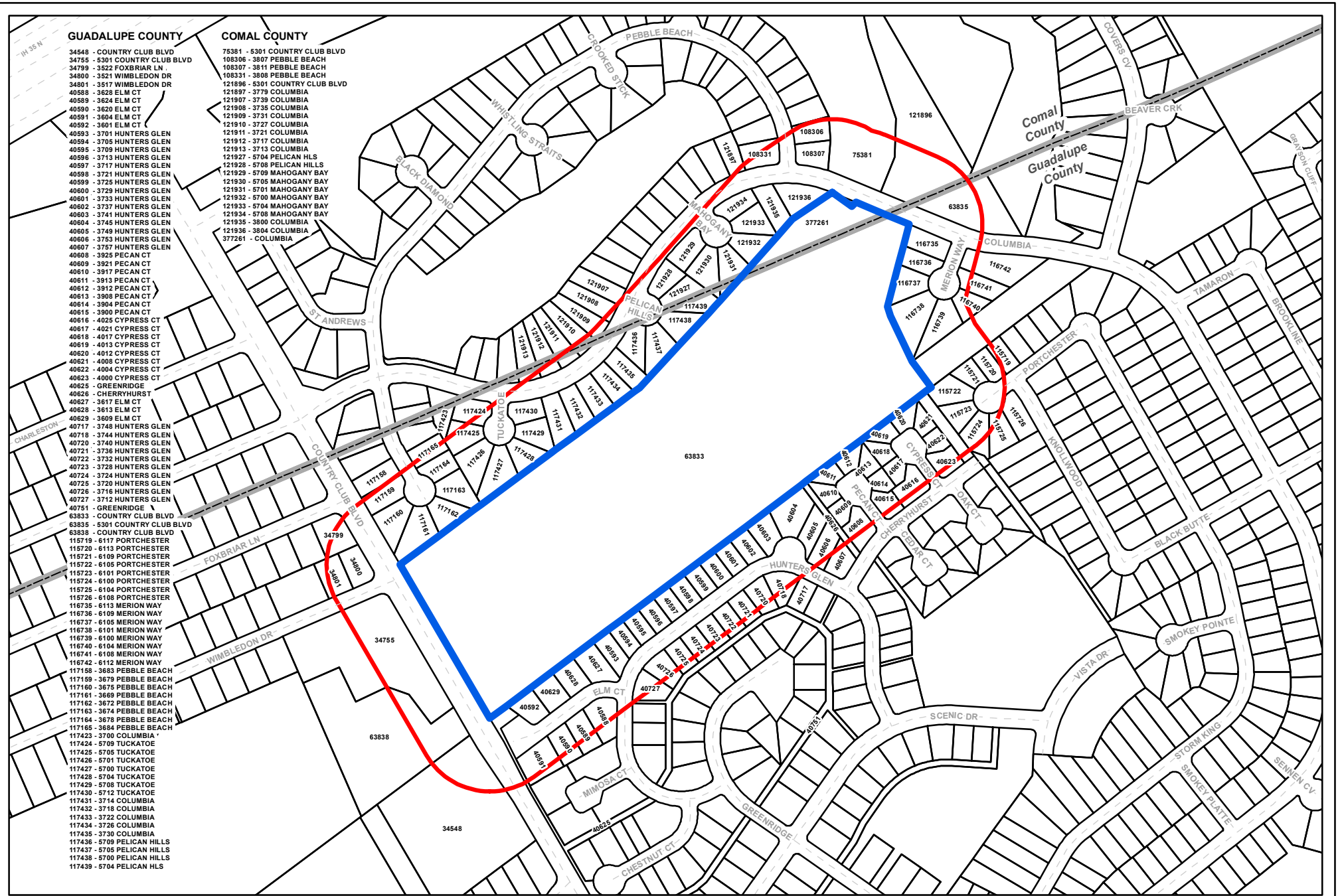
THE VILLAS AT
BLUEBONNET RIDGE
(PLPDD20230093)

- | | | | | | | | |
|--------------------|----------------------------|----------------------------------|--------------------------------|----|-----|-----|---------------------|
| <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 | | 6" | 18" | | |

- | | |
|----------|----------------------------|
| Hydrant | 200' Buffer |
| Manholes | Schertz Municipal Boundary |
| | County Boundaries |

1 Inch = 200 Feet





GUADALUPE COUNTY

- 34548 - COUNTRY CLUB BLVD
- 34755 - 5301 COUNTRY CLUB BLVD
- 34799 - 3522 FOXBRIAR LN
- 34800 - 3521 WIMBLEDON DR
- 34801 - 3517 WIMBLEDON DR
- 40588 - 3620 ELM CT
- 40590 - 3620 ELM CT
- 40591 - 3604 ELM CT
- 40592 - 3601 ELM CT
- 40593 - 3701 HUNTERS GLEN
- 40594 - 3705 HUNTERS GLEN
- 40595 - 3708 HUNTERS GLEN
- 40596 - 3716 HUNTERS GLEN
- 40597 - 3717 HUNTERS GLEN
- 40598 - 3721 HUNTERS GLEN
- 40599 - 3725 HUNTERS GLEN
- 40600 - 3729 HUNTERS GLEN
- 40601 - 3733 HUNTERS GLEN
- 40602 - 3737 HUNTERS GLEN
- 40603 - 3741 HUNTERS GLEN
- 40604 - 3745 HUNTERS GLEN
- 40605 - 3749 HUNTERS GLEN
- 40606 - 3753 HUNTERS GLEN
- 40607 - 3757 HUNTERS GLEN
- 40608 - 3925 PECAN CT
- 40609 - 3921 PECAN CT
- 40610 - 3917 PECAN CT
- 40611 - 3913 PECAN CT
- 40612 - 3916 PECAN CT
- 40613 - 3906 PECAN CT
- 40614 - 3904 PECAN CT
- 40615 - 3900 PECAN CT
- 40616 - 4025 CYPRESS CT
- 40617 - 4021 CYPRESS CT
- 40618 - 4017 CYPRESS CT
- 40619 - 4013 CYPRESS CT
- 40620 - 4012 CYPRESS CT
- 40621 - 4008 CYPRESS CT
- 40622 - 4004 CYPRESS CT
- 40623 - 4000 CYPRESS CT
- 40625 - GREENRIDGE
- 40626 - CHERRYHURST
- 40627 - 3617 ELM CT
- 40628 - 3613 ELM CT
- 40629 - 3609 ELM CT
- 40717 - 3748 HUNTERS GLEN
- 40718 - 3744 HUNTERS GLEN
- 40720 - 3740 HUNTERS GLEN
- 40721 - 3736 HUNTERS GLEN
- 40722 - 3732 HUNTERS GLEN
- 40723 - 3728 HUNTERS GLEN
- 40724 - 3724 HUNTERS GLEN
- 40725 - 3720 HUNTERS GLEN
- 40726 - 3716 HUNTERS GLEN
- 40727 - 3712 HUNTERS GLEN
- 40751 - GREENRIDGE
- 63833 - COUNTRY CLUB BLVD
- 63835 - 5301 COUNTRY CLUB BLVD
- 63838 - COUNTRY CLUB BLVD
- 115719 - 6117 PORTCHESTER
- 115720 - 6113 PORTCHESTER
- 115721 - 6109 PORTCHESTER
- 115722 - 6105 PORTCHESTER
- 115723 - 6101 PORTCHESTER
- 115724 - 6100 PORTCHESTER
- 115725 - 6104 PORTCHESTER
- 115726 - 6108 PORTCHESTER
- 116735 - 6113 MERION WAY
- 116736 - 6109 MERION WAY
- 116737 - 6105 MERION WAY
- 116738 - 6101 MERION WAY
- 116739 - 6100 MERION WAY
- 116740 - 6104 MERION WAY
- 116741 - 6108 MERION WAY
- 116742 - 6112 MERION WAY
- 117158 - 3683 PEBBLE BEACH
- 117159 - 3679 PEBBLE BEACH
- 117160 - 3675 PEBBLE BEACH
- 117161 - 3669 PEBBLE BEACH
- 117162 - 3672 PEBBLE BEACH
- 117163 - 3674 PEBBLE BEACH
- 117164 - 3678 PEBBLE BEACH
- 117165 - 3684 PEBBLE BEACH
- 117423 - 3700 COLUMBIA
- 117424 - 5709 TUCKATOE
- 117425 - 5705 TUCKATOE
- 117426 - 5701 TUCKATOE
- 117427 - 5700 TUCKATOE
- 117428 - 5704 TUCKATOE
- 117429 - 5708 TUCKATOE
- 117430 - 5712 TUCKATOE
- 117431 - 3714 COLUMBIA
- 117432 - 3718 COLUMBIA
- 117433 - 3722 COLUMBIA
- 117434 - 3726 COLUMBIA
- 117435 - 3730 COLUMBIA
- 117436 - 5709 PELICAN HILLS
- 117437 - 5705 PELICAN HILLS
- 117438 - 5700 PELICAN HILLS
- 117439 - 5704 PELICAN HILLS

COMAL COUNTY

- 75381 - 5301 COUNTRY CLUB BLVD
- 108306 - 3807 PEBBLE BEACH
- 108307 - 3811 PEBBLE BEACH
- 108331 - 3808 PEBBLE BEACH
- 121996 - 5301 COUNTRY CLUB BLVD
- 121997 - 3773 COLUMBIA
- 121907 - 3739 COLUMBIA
- 121908 - 3735 COLUMBIA
- 121909 - 3731 COLUMBIA
- 121910 - 3727 COLUMBIA
- 121911 - 3721 COLUMBIA
- 121912 - 3717 COLUMBIA
- 121913 - 3713 COLUMBIA
- 121927 - 5704 PELICAN HILLS
- 121928 - 5708 PELICAN HILLS
- 121929 - 5709 MAHOGANY BAY
- 121930 - 5705 MAHOGANY BAY
- 121931 - 5701 MAHOGANY BAY
- 121932 - 5700 MAHOGANY BAY
- 121933 - 5704 MAHOGANY BAY
- 121934 - 5708 MAHOGANY BAY
- 121935 - 3800 COLUMBIA
- 121936 - 3804 COLUMBIA
- 377261 - COLUMBIA
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Last Update: May 24, 2023
 City of Schertz, GIS Department, gis@schertz.com
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 geographic errors. Periodic 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

The Villas at Bluebonnet Ridge

(PLPDD20230093)

 Project Area
  County Boundaries
 200' Buffer



NOTICE OF PUBLIC HEARING

June 1, 2023

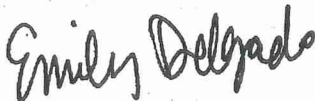
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Sincerely,



Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: _____

NAME: Amanda Jackson SIGNATURE: Amanda Jackson
(PLEASE PRINT)

STREET ADDRESS: 6108 Merion way

DATE: 6/12/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: Andrew Dobson SIGNATURE: [Signature]
(PLEASE PRINT)

STREET ADDRESS: 6608 Mission Way

DATE: 6/26/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: _____

NAME: Araceli Adams SIGNATURE Araceli
(PLEASE PRINT)

STREET ADDRESS: 5704 Mahogany Bay Schertz TX 78108

DATE: 6/25/2023

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS:

NAME: Audrey Hector SIGNATURE Audrey Hector
(PLEASE PRINT)

STREET ADDRESS: 5704 TUCKATOE SCHERTZ, TX

DATE: 6/27/23

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: _____

NAME: AUDREY HECTOR SIGNATURE Audrey Hector
(PLEASE PRINT)

STREET ADDRESS: 5704 Auekator Schertz, TX 78108

DATE: 6/6/23

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230063

COMMENTS:

NAME: Bonnie Miller SIGNATURE: 
(PLEASE PRINT)

STREET ADDRESS: 3709 Hunters Glen Dr.

DATE: 6/5/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: our property value would be greatly appreciated.

NAME: Brandi Coleman SIGNATURE Brandi Coleman
(PLEASE PRINT)

STREET ADDRESS: 6101 Merion Way

DATE: 6/25/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: BRITTNEY HONEYCUTT SIGNATURE: [Signature]
(PLEASE PRINT)

STREET ADDRESS: 3808 Pebble Beach

DATE: 6/21/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: CURTIS HERMOSILLO SIGNATURE [Signature]
(PLEASE PRINT)

STREET ADDRESS: 3669 Pebble Beach

DATE: 6/27/23

Emily Delgado

From: David Lerma
Sent: Tuesday, June 6, 2023 11:28 PM
To: planning@schertz.com
Subject: PLANNED DEVELOPMENT DISTRICT REZONE PROTEST

Hello Mrs. Delgado, I am **opposed** to the rezoning related to PLPDD20230093. My Name is- David Lerma. Address- 5700 Tuckatoo. I graduated from Samuel Clemens High School and have lived in Schertz for the past 40 years. Schertz always advertises that they have parks and trails. I am very disappointed that the City of Schertz have not purchased the property and make it into a park and trails for the citizens of Schertz that live in this area. Schertz could and should buy the property and do the right thing and make it into a park with trails.

Regards,
David Lerma

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,



Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: DAVID VERMA SIGNATURE David Verma
(PLEASE PRINT)

STREET ADDRESS: 5700 TUCKATOY

DATE: 6-25-23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: David + Beverly Mitchell SIGNATURE Beverly Mitchell
(PLEASE PRINT)

STREET ADDRESS: 6104 Portchester, Schertz, TX 78108

DATE: 6/7/2023

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: _____

NAME: DENEY HARMONS SIGNATURE DENEY HARMONS
(PLEASE PRINT)

STREET ADDRESS: 5709 PELICAN HILLS

DATE: 6-25-23



COMMUNITY
SERVICE
OPPORTUNITY

PLANNING & COMMUNITY
DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: _____

NAME: DENNIS R COOK SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: 3609 Elm Ct Schertz, TX 78108

DATE: 6/7/2023

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

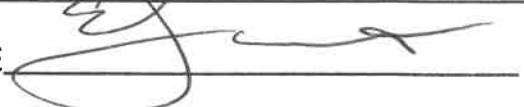
Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: ERIC LACROIX SIGNATURE: 
(PLEASE PRINT)

STREET ADDRESS: 5701 Tuckatoe

DATE: 6/25/23

NOTICE OF PUBLIC HEARING

June 1, 2023

Dear Property Owner,

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: This is ^{disgusting} ~~disgusting~~ and wrong for the owners on the golf green

NAME: Estes E. Fogel SIGNATURE Estes E. Fogel
(PLEASE PRINT)

STREET ADDRESS: 3684 Pepple Beach

DATE: 6-25-23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: GERARD L. NATARSONAN SIGNATURE: (PLEASE PRINT)

STREET ADDRESS: 5705 PELICAN HILLS

DATE: 26 JUNE 23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: _____

NAME: GERALD L. NATALROMAN SIGNATURE *[Signature]*
(PLEASE PRINT)

STREET ADDRESS: 5705 PELICAN HILLS, SCHERTZ, TX

DATE: 14 JUN 2023

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of [] opposed to [X] neutral to [] the request for PLPDD20230093

COMMENTS:

NAME: Hilda Hundley SIGNATURE: Hilda Hundley
(PLEASE PRINT)

STREET ADDRESS: 5709 Tuckatue

DATE: 6.25.23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: Howson Lau SIGNATURE: *Howson Lau*
(PLEASE PRINT)

STREET ADDRESS: 3678 Pebble Beach

DATE: 6/25/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: _____

NAME: James Cortinas SIGNATURE: *James Cortinas*
(PLEASE PRINT)

STREET ADDRESS: 3717 Columbia

DATE: 25 Jun 23

NOTICE OF PUBLIC HEARING

June 1, 2023

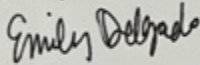
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Sincerely,



Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: James O. Edwards SIGNATURE: James O. Edwards
(PLEASE PRINT)

STREET ADDRESS: 3601 Elm Ct Schertz, TX 78108

DATE: 6-28-23

Sent from my iPhone

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: JAMES W. CHANDLER JR SIGNATURE *James W. Chandler Jr*
(PLEASE PRINT)

STREET ADDRESS: 3800 COLUMBIA DR, SCHERTZ TX 78160

DATE: 24 JUNE 23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of [] opposed to [X] neutral to [] the request for PLPDD20230093

COMMENTS:

NAME: Jeff Hackman SIGNATURE: [Signature]
(PLEASE PRINT)

STREET ADDRESS: 6112 Merion Way

DATE: 6/24/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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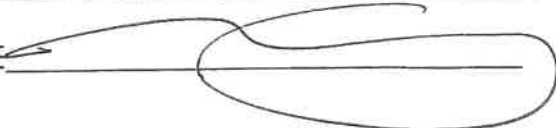


Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: Jessica Wehning SIGNATURE: 
(PLEASE PRINT)

STREET ADDRESS: 3521 Wimbledon

DATE: 6/20/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: Joe Goodpasture SIGNATURE: *Joe Goodpasture*
(PLEASE PRINT)

STREET ADDRESS: 5704 Pelican Hill,

DATE: 6/26/2023

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: JOE SOLIS SIGNATURE: *[Signature]*
(PLEASE PRINT)

STREET ADDRESS: 5701 MAHOGANY BAY SCHERTZ TX 78108

DATE: 6/25/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: JUDITH HENFEL SIGNATURE Judith Henfel
(PLEASE PRINT)

STREET ADDRESS: 3811 Pelican Beach Cibola, TX 78108

DATE: 6/27/23

Emily Delgado

From: Kelly Griffin
Sent: Wednesday, June 14, 2023 2:38 PM
To: planning@schertz.com
Subject: public hearing June 14, 2023--my response

Hello,

I'm Kelly Griffin
3745 Hunters Glen
and I live in the Scenic Hills 55+ community.

Tonight is a public hearing.regarding PLPDD20230093

There has been so much back and forth I've lost track to where we are. I think I'm in favor --My wish is for this land to be used for single family homes. I am very against any kind of apartments or rental townhomes.

Thank-you
Kelly Griffin

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: Kristal Miller SIGNATURE *K Miller*
(PLEASE PRINT)

STREET ADDRESS: 5708 Buckabe

DATE: 6/24/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: _____

NAME: Laurie Lamphear (PLEASE PRINT) SIGNATURE Laurie Lamphear

STREET ADDRESS: 3731 Columbia Dr, Cibola TX 78108

DATE: 6/7/2023

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: Laurie Lamphear SIGNATURE Laurie Lamphear
(PLEASE PRINT)

STREET ADDRESS: 3731 Columbia Dr.

DATE: 6/25/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: Leticia Ann Moore SIGNATURE Leticia Moore
(PLEASE PRINT)

STREET ADDRESS: 5712 Tuckatoe

DATE: 6/25/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: *I'm opposed to The Variances Requested from following the UDC. 1) width variance Request is 65' instead of UDC Required 75 feet 2) Side Set Back Request of Total 10' side set back with zero on one side and 10' on the other*

NAME: Linda Rasch SIGNATURE *Linda E Rasch*
(PLEASE PRINT)

STREET ADDRESS: 3509 Whisper Knoll Schertz, Tx 78108

DATE: 6/23/22

Continued: instead of the UDC Required 7.5 feet on each side for a total 15' Between units.

NOTICE OF PUBLIC HEARING

June 1, 2023

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, June 14, 2023, at 6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

PLPDD20230093— 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 Comal County Property Identification Number 377261 and Guadalupe County Property Identification 63833, City of Schertz, Comal County and Guadalupe County, Texas.

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: _____

NAME: LYNN * JUDYJANE WITTE SIGNATURE *Lynn Witte*
(PLEASE PRINT) *Judyjane Witte*

STREET ADDRESS: 4025 CYPRESS CT

DATE: JUNE 12, 2023

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,



Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: Needs to be 55+ if rental units - one level - these won't sell with mort units rates - 55+ buyers pay cash!!

NAME: Margaret Lgel SIGNATURE Margaret Lgel
(PLEASE PRINT)

STREET ADDRESS: 3712 Hunters Glen

DATE: 6-6-23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,



Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: Home owner dwellings OK, Rental apartments NO

NAME: Martin Zamzow SIGNATURE Martin Zamzow
(PLEASE PRINT)

STREET ADDRESS: 3912 Pecan Court (lot 40617)

DATE: 6-6-23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of [] opposed to [x] neutral to [] the request for PLPDD20230093

COMMENTS:

NAME: Mary E Berg SIGNATURE [Signature]
(PLEASE PRINT)

STREET ADDRESS: 4013 Cypress Court

DATE: 12 JUN 2023

Emily Delgado

From: Mary Salvaterra
Sent: Wednesday, June 14, 2023 4:14 PM
To: Emily Delgado
Subject: property and zoning meeting

Follow Up Flag: Follow up
Flag Status: Flagged

To whom this may concern,

I hope this PLPDD20230093 The Villas at Bluebonnet does concern everyone on the board. I am the first to admit this proposal coming up again with very little change after being exposed and denied is very confusing.

Like the council members have stated they are trying to put a square peg in a round hole. And why anyone would want this certainly has me baffled.

Please follow your own UDC guidelines and this will not pass. And why am I told that it doesn't matter if planning and zoning deny this. Are you not the ones who make them follow the guidelines, and are able to see that they are not following them with this proposal? Like I said, all these conversations are getting very confusing and I truly believe all of Schertz would agree how inappropriate this request is.

I am thinking the city needs to start offering classes on how to understand planning and zoning and our city council members' conversations. Why approve or disapprove this if the Council does not have to abide by your decision.

Thank you,
very confused
Mary Salvaterra
3422 Wimbledon Dr.

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of [] opposed to [X] neutral to [] the request for PLPDD20230093

COMMENTS: Disgraceful decision!

NAME: Melissa Marchese SIGNATURE [Signature]

STREET ADDRESS: 3674 Pebble Beach 78108

DATE: 6/25/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: Maria Miller SIGNATURE [Signature]
(PLEASE PRINT)

STREET ADDRESS: 3714 Columbia Dr, Cibola, TX 78108

DATE: 6-27-23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: Modesto Morales SIGNATURE: *Modesto Morales*
(PLEASE PRINT)

STREET ADDRESS: 3879 Pebble Beach

DATE: 6-25-2023

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: _____

NAME: Modesto Morales SIGNATURE *Modesto Morales*
(PLEASE PRINT)

STREET ADDRESS: 3679 Pebble Beach Schertz 78108

DATE: 6/1/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: DO NOT SUPPORT

NAME: NOMAN ST-CLAIR SIGNATURE [Signature]
(PLEASE PRINT)

STREET ADDRESS: 3718 COLUMBIA DRIVE

DATE: 6-29-23
6-26-23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of [] opposed to [X] neutral to [] the request for PLPDD20230093

COMMENTS:

NAME: OTHANN WARNER SIGNATURE [Signature]
(PLEASE PRINT)

STREET ADDRESS: 3717 Hunters Glen Schertz, TX 78108

DATE: 6-12-23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of [] opposed to [X] neutral to [] the request for PLPDD20230093

COMMENTS:

NAME: PAUL J. HENFEY SIGNATURE [Signature]
(PLEASE PRINT)

STREET ADDRESS: 3811 PEBBLE BEACH, CIRCLE, TX 78108

DATE: 6/14/2023

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: ZONING SHOULD BE SINGLE FAMILY HOMES; SAME AS SURROUNDING AREA.

NAME: PHILIP BERG SIGNATURE *Philip Berg*
(PLEASE PRINT)

STREET ADDRESS: 3740 HUNTERS GLEN, SCHERTZ, TX 78108

DATE: 11 JUNE 2023

From: Ray Alloway
Sent: Tuesday, June 13, 2023 7:36 AM
To: planning@schertz.com
Subject: ZONE PROPOSAL
Attachments: [ZONE PROPOSAL.pdf](#)

Morning Emily:

Attached is my response to the building of apartments next to my house.

How would you like to wake up in the morning and have that happen to you. Closing of the golf course was bad enough, but to replace the course with apartments. Our area needs a well maintained park and even a 9 hole golf course. Something that enhances our neighborhood, not devalue our investment.

Sincerely,

Ray Alloway

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,




Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: ZONE PROPERTY FOR RECREATION USE - CITY OWNED GOLF COURSE

NAME: RAY ALLOWAY SIGNATURE 
(PLEASE PRINT)

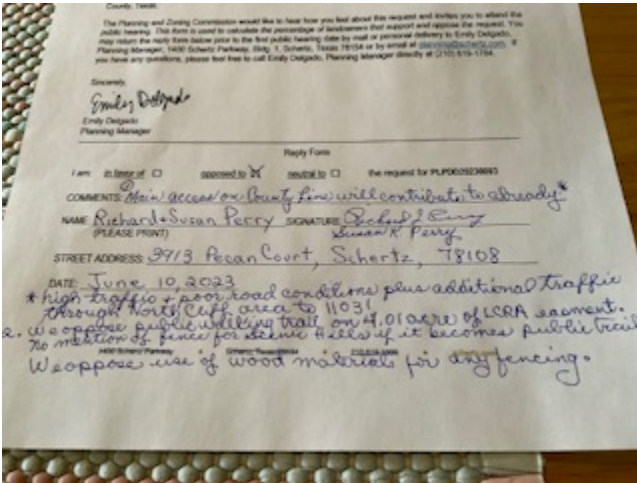
STREET ADDRESS: 6109 MERION WAY

DATE: 6/13/23

Emily Delgado

From: SUSAN PERRY
Sent: Friday, June 9, 2023 5:54 PM
To: planning@schertz.com
Subject: Reply to Notice of Public Meeting

ATTN: Emily Delgado
Attached is our Reply Form in opposition to PLPDD20230093



We are currently traveling in Idaho.
Richard and Susan Perry
3913 Pecan Court
Schertz, TX 78108

Sent from my iPad Susan 😊👩

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: Don't want no complex behind my house *Ididn't move here for that*

NAME: Roger Walker SIGNATURE: *R Walker*
(PLEASE PRINT)

STREET ADDRESS: 3722 Columbia Dr

DATE: 6/22/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: Rose Carpintero Reyes SIGNATURE Rose Carpintero Reyes
(PLEASE PRINT)

STREET ADDRESS: 3522 Foxbriar Ln Schertz, TX 78108

DATE: 6-25-2023

NOTICE OF PUBLIC HEARING

June 1, 2023

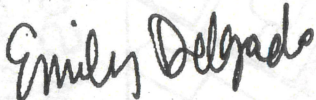
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Sincerely,



Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: _____

NAME: Ruth Lawrence SIGNATURE Ruth Lawrence
(PLEASE PRINT)

STREET ADDRESS: 6100 Napoleon Way

DATE: 6.12.23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of [] opposed to [] neutral to [X] the request for PLPDD20230093

COMMENTS: Don't have enough info to make an informed decision

NAME: Ruth Radcliffe (PLEASE PRINT) SIGNATURE Ruth Radcliffe

STREET ADDRESS: 3724 Hunters Glen, Schertz TX 78108

DATE: 06/14/23

NOTICE OF PUBLIC HEARING

June 1, 2023

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, June 14, 2023, at 6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

PLPDD20230093— 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 Comal County Property Identification Number 377261 and Guadalupe County Property Identification 63833, City of Schertz, Comal County and 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 Emily Delgado, Planning Manager, 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 Emily Delgado, Planning Manager directly at (210) 619-1784.

Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: _____

NAME: Sonya Loreda-Reyes SIGNATURE *S Reyes*
(PLEASE PRINT)

STREET ADDRESS: 3726 Columbia Drive

DATE: 6/25/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of [] opposed to [X] neutral to [] the request for PLPDD20230093

COMMENTS: AGAINST DUPLEX DEVELOPMENT

NAME: SONYA LOPEZ-ROSA SIGNATURE [Signature]
(PLEASE PRINT)

STREET ADDRESS: 3726 COLUMBIA DR.

DATE: 6/14/2023

Emily Delgado

From: Steven Hogue
Sent: Sunday, June 11, 2023 10:33 PM
To: planning@schertz.com
Subject: Attn Emily Delgado

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,
Emily Delgado
Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: I don't want multifamily in the heart of the neighborhood

NAME: Steven Hogue SIGNATURE: [Signature]
(PLEASE PRINT)

STREET ADDRESS: 3751 Columbia Dr Cibola Tx 78108

DATE: 6-11-23 * also 3700 Columbia Dr
3414 Charleston Lane

1400 Schertz Parkway * Schertz, Texas 78154 * 210.619.1000 * schertz.com

Sent from my iPhone

I am: in favor of

opposed to

neutral to

the request for PLPDD20230093

COMMENTS: Single family homes ONLY. Rezone to A6. for community farm.

NAME: Steven Simmers
(PLEASE PRINT)

SIGNATURE 

STREET ADDRESS: 3713 Columbia Dr.

DATE: 6/6/23



NOTICE OF PUBLIC HEARING

June 1, 2023

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The Schertz Planning and Zoning Commission will conduct a public hearing on Wednesday, June 14, 2023, at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: Sydney Hassis SIGNATURE *Sydney Hassis*
(PLEASE PRINT)

STREET ADDRESS: 3727 Columbia Dr

DATE: June 23, 2023

NOTICE OF PUBLIC HEARING

June 1, 2023

Dear Property Owner,

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Sincerely,



Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: _____

NAME: TOMMY & JENNIFER KNIGHT SIGNATURE Tommy Knight Jennifer Knight
(PLEASE PRINT)

STREET ADDRESS: 3741 HUNTERS Glen

DATE: 6/6/2023

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: Tristan Cardenas SIGNATURE *[Signature]*
(PLEASE PRINT)

STREET ADDRESS: 5705 Tockatoe

DATE: 6/25/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for **PLPDD20230093**

COMMENTS: _____

NAME: Julie Martin SIGNATURE: *Julie Martin*
(PLEASE PRINT)

STREET ADDRESS: 5708 Mahogany Bay Schertz TX 78108

DATE: 6/25/23

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: Wade Lawrence SIGNATURE: *Wade Lawrence*
(PLEASE PRINT)

STREET ADDRESS: 6100 MERION WAY

DATE: 6/26/2023

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: William Laog SIGNATURE: *William Laog*
(PLEASE PRINT)

STREET ADDRESS: 613 Merion Way Schertz, TX

DATE: 25 June 2023

NOTICE OF PUBLIC HEARING

June 1, 2023

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: William M Zulaica SIGNATURE 
(PLEASE PRINT)

STREET ADDRESS: 5760 Pelican Hls, Schertz, TX 78108

DATE: 6/27/23

NOTICE OF PUBLIC HEARING

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form

I am: in favor of opposed to neutral to the request for PLPDD20230093

COMMENTS: _____

NAME: Zorob SIGNATURE Zorob
(PLEASE PRINT)

STREET ADDRESS: 3804 Columbia Dr

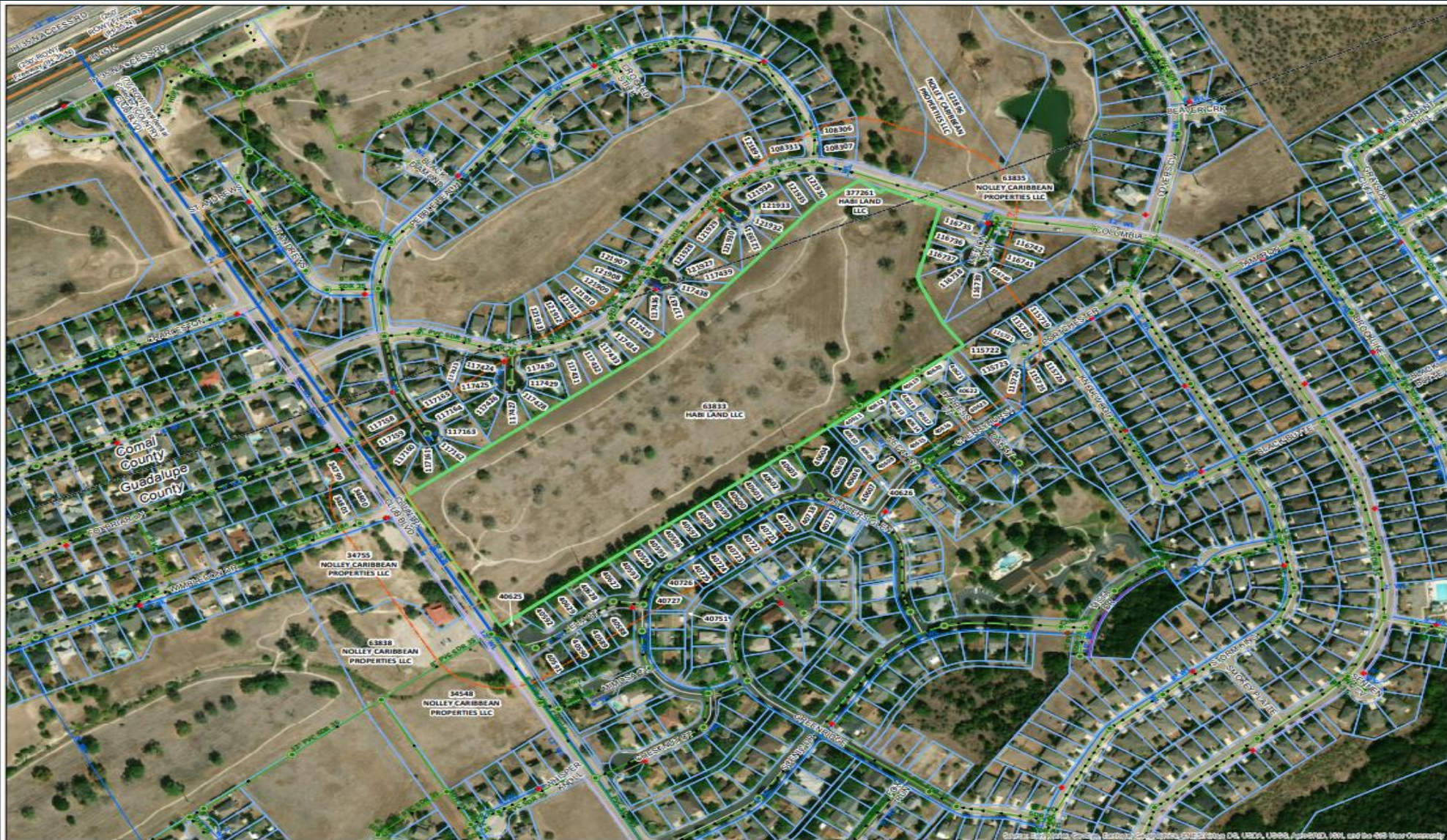
DATE: 6/29/2023

ORDINANCE NO: 23-S-14

25 ACRE ZONE CHANGE FROM PRE-DEVELOPMENT DISTRICT (PRE) TO PLANNED DEVELOPMENT DISTRICT (PDD): THE VILLAS AT BLUEBONNET RIDGE

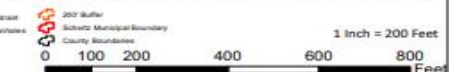
EMILY DELGADO | PLANNING MANAGER

SUBJECT PROPERTY

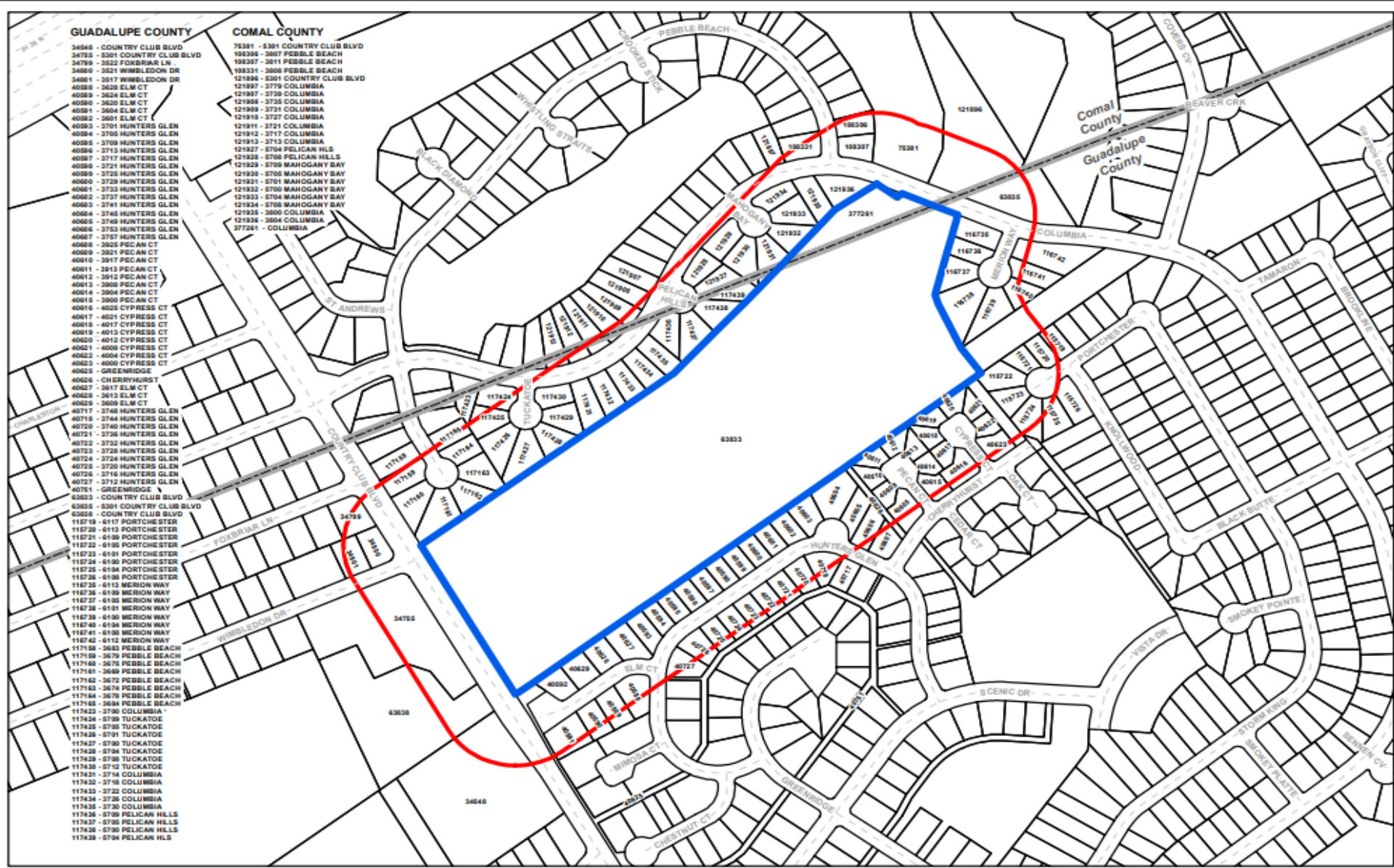


THE VILLAS AT
BLUEBONNET RIDGE
(PLPDD20230093)

- All other values
- Planned Secondary Arterial
- Commercial Collector B
- 1" - 8"
- Schertz Gravity
- Hybrid
- 20' Buffer
- Schertz Municipal Boundary
- County Boundaries
- Private Pressure



SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.



June 1, 2023: 117 Public Hearing Mailers sent

June 28, 2023: public hearing notice published in San Antonio Express

As of July 7, 2023 at 10:00am staff has received the following responses:

- 1- In Favor
- 66- Opposed
- 0- Neutral



Last Update: May 24, 2023
 City of Schertz
 @schertz.com

City of Schertz
 The Villas at Bluebonnet Ridge
 (PLPDD20230093)

 Project Area
  County Boundaries
 200' Buffer

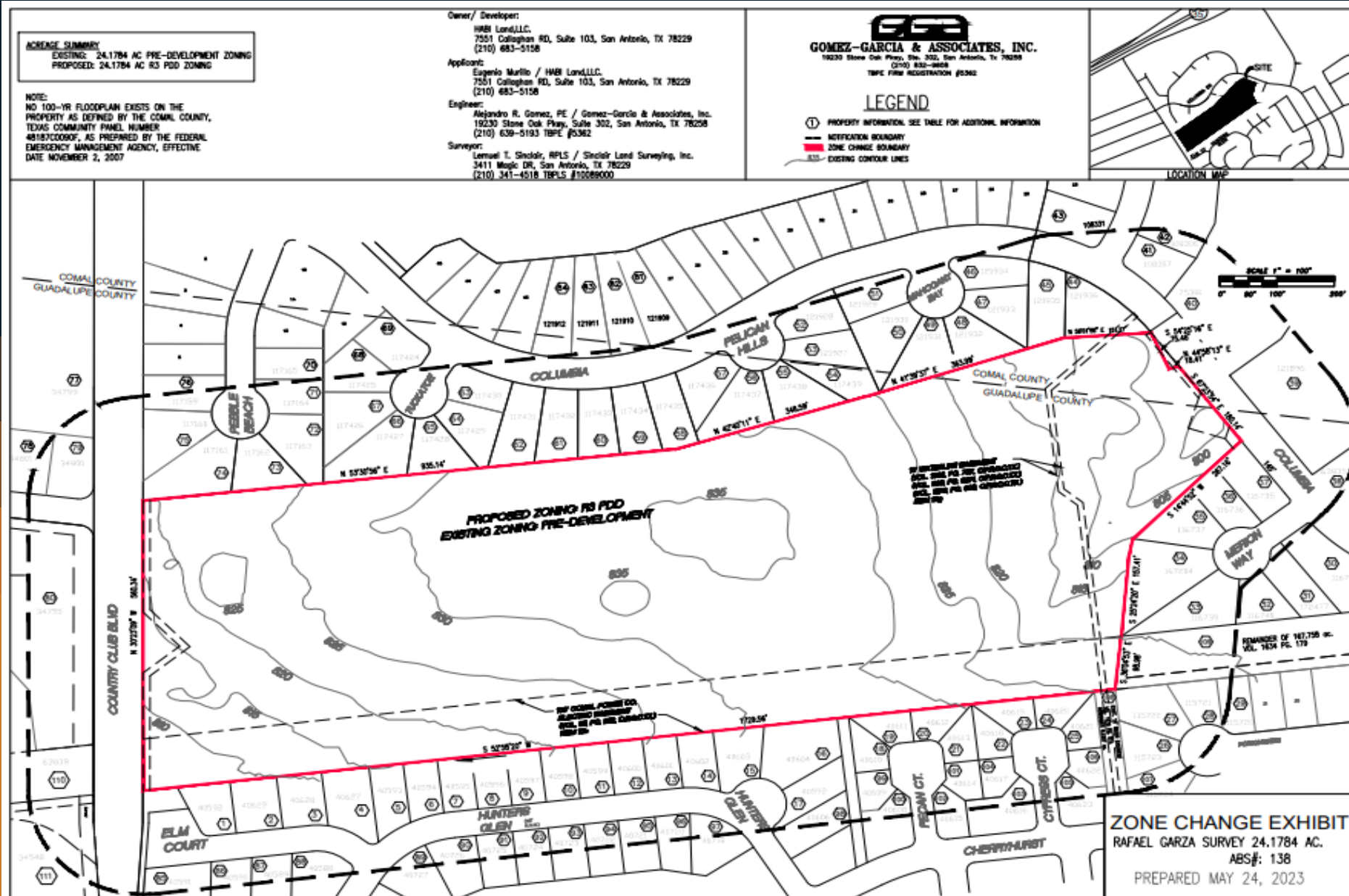


Public Hearing Responses

- 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 (July 7, 2023 at 10:00am) the total percentage of the protested parcel acreage is 25.21%, therefore, the 3/4 vote has been triggered for the City Council.

SUBJECT PROPERTY

- Approximately 25 Acres
- Currently zoned Pre-Development District (PRE)
- Proposed Zoning: Planned Development District (PDD) with a base zoning of Two-Family Residential District (R-3) with the intention to construct duplexes



PROPOSED PDD-

The Villa's at Bluebonnet Ridge

- **The proposed rezone from Pre-Development District (PRE) to Planned Development District (PDD) with a base zoning of Two-Family Residential (R-3)**
- **The proposed development would consist of the following:**
 - **Gated Community / HOA Maintained**
 - **85 Duplexes**
 - **No more than 170 Units**
 - Each unit will be between 1,300 square feet and 1,400 square feet**
 - **7.31 acres of green space and amenities**

THE VILLA'S AT BLUEBONNET RIDGE

- Each lot will have a 10-foot side setback on one side and a zero-lot line setback on the opposite side.
- Proposed reduce lot area, width, and depth. Front and rear setbacks consistent with the UDC standards for R-3.

Table 21.5.7.A DIMENSIONAL REQUIREMENTS RESIDENTIAL ZONING DISTRICTS											
		Minimum Lot Size and Dimensions			Minimum Yard Setback (Ft)				Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off-Street Parking Spaces	Max Height Ft.	Max Imperv Cover	Key
R-3 Per UDC	Two-Family Residential District	9000	75	120	25	10	20	2	35	60%	h,j,k,l,m,o
R-3 (PDD)	Two-Family Residential District (PDD)	5655	65	87	25	10, 0	20	2	35	60%	h,j,k,l,m
Key:											
h.	Corner lot shall have minimum 15-foot yard setback from street right-of-way.										
j.	Site Plan approval required.										
k.	Swimming pools count toward the maximum impervious cover limitations, unless the swimming pool is equipped with a water overflow device appropriate for such pool, and only if it drains into any pervious surface, in which case the water surface shall be excluded.										
l.	No variances may be permitted to exceed the maximum impervious cover limitations										
m.	Refer to Article 14, section 21.14.3 for additional design requirements										
o.	Side yard setback of 7.5 ft. for R-1, R-2, R-3, R-6, R-7, and MHS continues in effect for all subdivisions vested on the date of adoption of Ordinance No. 11-S-15. → (Not to be used for The Villas at Bluebonnet Ridge)										

THE VILLA'S AT BLUEBONNET RIDGE

● Parks & Amenities:

- 7.31 acres of green space and amenities

Proposed to include:

- a pavilion, playground for the community, a concrete walking path, a mail center with covered pavilion and additional parking spaces
- 0.56 acre fenced in private dog park
- 1.95-acre private picnic / trail / community garden area
- 4.01 acre public walking trail, contingent on LCRA approval to develop within the easement



THE VILLA'S AT BLUEBONNET RIDGE

- **Fire Walls:**

- The PDD states the following: "Due to the reduced side yard setbacks, each duplex within The Villas at Bluebonnet Ridge, will require all A/C condensers to be in the rear yard, and exterior sidewalls will be at least a minimum of a 1-hour fire rated. No structures, including sheds, will be permitted within the side yard setbacks. Fencing shall be in line with rear wall of the home. The fire rating shall extend the full length of both side walls and include any projections, it will be acceptable fire rated standard per code."

THE VILLA'S AT BLUEBONNET RIDGE

- **Parking:**

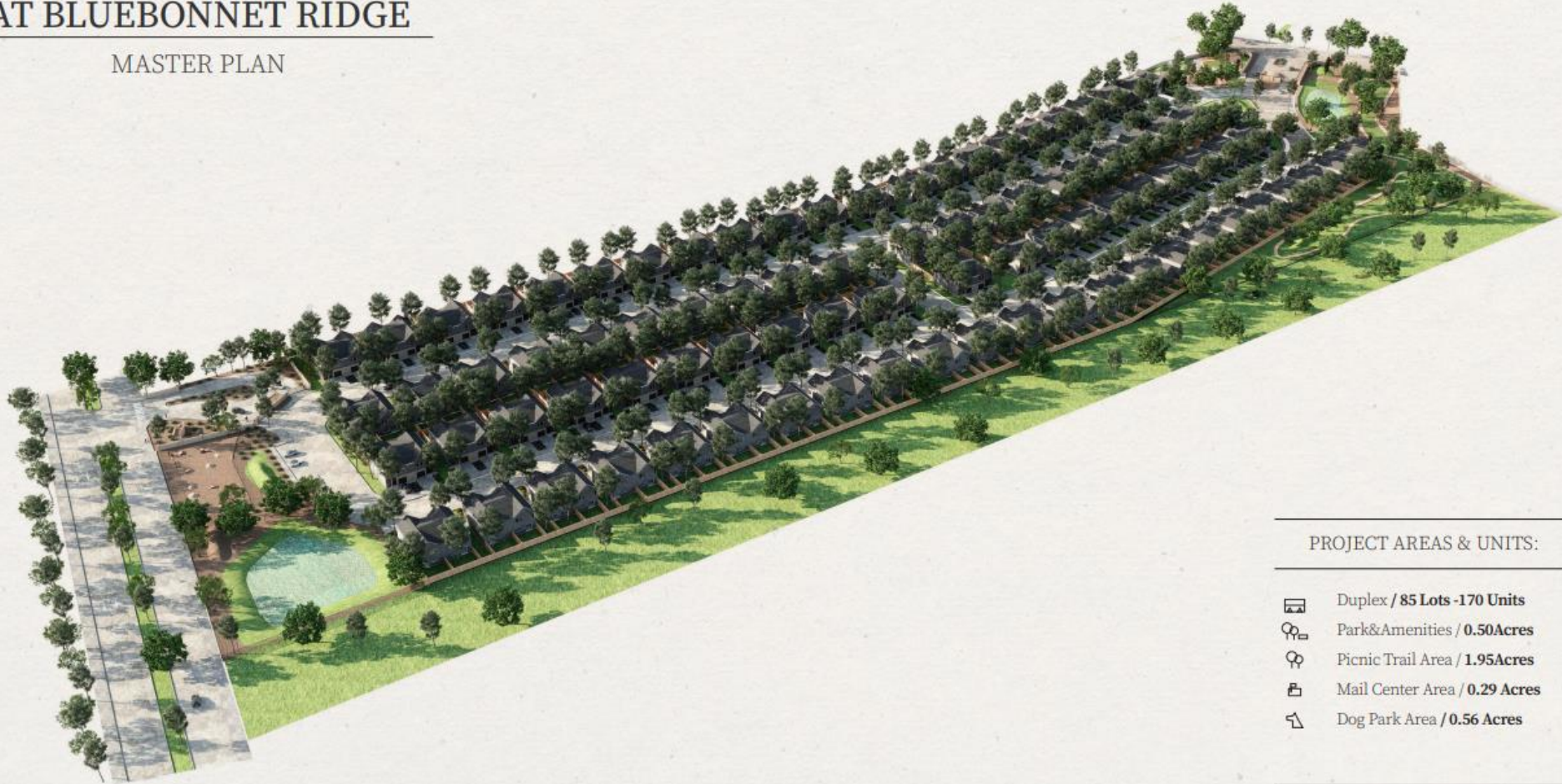
Each 3-bedroom unit has two driveway parking spaces in addition to two garage parking spaces for a total of 4 spaces per unit. There are a proposed 170 units with 4 spaces per unit for a total of 680 off-street parking spaces. In addition to those spaces there are an additional 16 parking spaces split between the interior parks and mail station and an additional 76 spaces available on street to use as overflow and guest parking. Total parking proposed is 772 spaces.

The current UDC, as amended by 23-S-07, requires that duplexes provide 2 parking spaces per unit. The UDC does not require additional guest parking for duplexes. Under the current UDC The Villas at Bluebonnet Ridge would require 370 parking spaces.

The Villas

AT BLUEBONNET RIDGE



MASTER PLAN



PROJECT AREAS & UNITS:

-  Duplex / **85 Lots -170 Units**
-  Park & Amenities / **0.50 Acres**
-  Picnic Trail Area / **1.95 Acres**
-  Mail Center Area / **0.29 Acres**
-  Dog Park Area / **0.56 Acres**

TOTAL: 3.30 ac.

-  Detention Ponds / **0.66 Acres**
-  Public Trail System / **4.01 Acres**

ALL RENDERINGS & ILLUSTRATIONS SHOWN ARE FOR ILLUSTRATION PURPOSE ONLY.

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

HISTORY OF PREVIOUS PDD PROPOSALS

- In 2022 the applicant submitted a zone change request for a PDD with a base zoning of Multi-family / Apartments (R-4). The original proposal was for 220 units that would be developed as fourplexes. This application was denied by City Council on September 27, 2022 when they were unable to obtain the super majority needed for approval.
- At the January 15, 2023 P&Z meeting and the February 28, 2023 City Council meeting a new proposal was presented for a PDD with a base zoning of Townhome District (TH). This proposal was for a maximum of 51 buildings with no more than 198 Units. Ultimately, this PDD request was denied at the April 25, 2023 City Council meeting when the project was unable to obtain the required super majority for approval.

CHANGES FROM PREVIOUS PDD PROPOSALS

- **First Proposal: PDD with a base zoning of Multi-family / Apartments (R-4) / 220 units that would be developed as fourplexes.**
- **Second Proposal: PDD with a base zoning of Townhome District (TH) / maximum of 51 buildings with no more than 198 Units.**
- **Current Proposal: PDD with a base zoning of Two-Family Residential (R-3) / maximum of 170 units spread across 85 duplexes**
 - **Decreased maximum number of units from the first two proposals**
 - **Change in product type**

Changes to the PDD from P&Z Meeting

- At the June 14, 2023 Planning and Zoning Commission there was a discussion on the proposed PDD Design Standards document. It was identified by the applicant that the design standards provided to the Planning and Zoning Commission had an error in the proposed Table 21.5.7.A Dimensional Requirements. The design standards included in the P&Z agenda indicated that the impervious coverage was proposed to be increased to 75%. However, that was an error, and the applicant has corrected the table in the design standards included in the City Council packet to reflect the impervious coverage is not proposed to be modified and will remain at 60% per the UDC R-3 Zoning District.

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R-3 Per UDC	Two-Family Residential District	9000	75	120	25	10	20	2	35	60%	h,j,k,l,m,o
R-3 (PDD)	Two-Family Residential District (PDD)	5655	65	87	25	10, 0	20	2	35	60%	h,j,k,l,m

Changes to the PDD from P&Z Meeting

- Additionally, at the June 14, 2023 Planning and Zoning Commission meeting it was noted that UDC Article 8 Section 21.8.1.B.1 stipulates that a gated community is required to be seventy-five (75) acres and the proposed PDD Design Standards did not explicitly note that UDC modification to allow The Villas at Bluebonnet Ridge to be a gated community with only 24 acres. The applicant has included a statement within the PDD Design Standards, included within the City Council packet, under the "Homeowners Association & Maintenance" header to indicate a proposed UDC modification to allow a gated community with a minimum of 24 acres.

Homeowners Association & Maintenance. City of Schertz UDC Article 8 Section 21.8.1.B.1 stipulates that a Gated Community shall be a minimum of seventy – five (75) acres. The Villas at Bluebonnet Ridge is modifying this UDC requirement to allow the development of a gated community a minimum of 24 acres. This development will be

Changes to the PDD from P&Z Meeting

There are two other areas that received modifications within the PDD Design Standards between the Planning and Zoning Commission meeting and the City Council meeting. The first modification is within the header "Two-Family Residential District", which the first sentence was modified to make it clear that the intent is to develop in accordance with the Two-Family Residential District (R-3) but to modify the lot width, depth, lot area, and setbacks. The other modification is within the header "Site Design Standards", which the first sentence was modified to make it clear that except for lot sizes, lot area, setbacks and the gated community minimum acreage, The Villas at Bluebonnet Ridge PDD is proposed to conform to the UDC.

Two-Family Residential District. The intent of the development is to conform with the Two-Family Residential District (R-3) zoning district but to modify the lot width, depth, lot area, and setbacks as follows. Each lot is comprised of at least 5,655 sf with a minimum depth of 87-feet. Each lot will have a width of at least 65 feet. There will be 85 lots in total. Each area, as shown and identified on *Exhibit B*.

Site Design Standards. With the exception of lot sizes, lot area, setbacks, and gated community minimum acreage, this proposed development conforms to the UDC for orderly and unified development of streets, utilities, neighborhood design, public land and facilities. Streets, gates, and lighting will be maintained by the HOA. All public utilities will be maintained by the city with easements to be recorded for access and maintenance as detailed in the utility plan provided to the city.

STAFF ANALYSIS

- **The Schertz Sector Plan identifies the subject property as Single-Family Residential which encourages a mixture of residential housing types. The proposed PDD with the base zoning of Two-Family Residential (R-3); which allows for duplexes, would provide for a housing type that is not currently in the area.**
- **Additionally, the change to duplexes is in line with the discussion that occurred at the previous City Council meetings. The current proposal reduces the overall density from the previously proposed zone change.**
- **The current proposal accommodates an area for the dedication and construction of the walking trail within the overhead electrical easement, contingent on LCRA approval, which was desired by staff and City Council based on previous trail presentations.**

RECOMMENDATION

- **Planning and Zoning Commission Recommendation:**
 - The Schertz Planning and Zoning Commission met on June 14, 2023 and voted to recommend that City Council approve the proposed zone change with corrections to the PDD Design Standards in relation to the Impervious Coverage and the UDC acreage requirement for gated communities by a 5-1 vote with Commissioner Hector with the nay vote.
- **Staff Recommendation:**
 - The Planning Division, Engineering Department, Public Works Department and Fire Department have all reviewed the proposed The Villas at Bluebonnet Ridge PDD design standards with no objections.
 - Staff recommends approval of the proposed zone change (PLPDD20230093) to Planned Development District (PDD).

COMMENTS & QUESTIONS

CITY COUNCIL MEMORANDUM

City Council Meeting: July 18, 2023
Department: Parks, Recreation & Community Service
Subject: Workshop: Discussion on the format of the New Year's Eve in the Park event (S.Gonzalez/L.Shrum/C.Paddock)

BACKGROUND

In 2021, Council requested that staff create a New Year's Eve event. The elements of this special event include a live band, food trucks, family activities, and a New Year's countdown with a miniature ball drop. The event is held on NYE from 8 pm - 12 midnight and has a budget of \$10,000. The first year event had about 200 people in attendance and the second year event had about 150 in attendance. Attendance-wise, the NYE event is similar to our Music & Movies in the Park series where each event's budget is \$1,000. Over the past two years of the NYE event, staff has noticed the bulk of the attendance is in the 8 pm - 10 pm time frame which is easier for families with small children to participate in. Although the weather has not been an issue the past two events, there is the possibility that attendance could be drastically variable depending on weather conditions.

Due to these observations, Staff is recommending switching to a family-friendly time format for the event of 3 pm - 6:30 pm, similar to what the City of Fredericksburg has done. The afternoon is full of free activities such as inflatables, face-painting, and magic shows, and there are food trucks on-site to purchase food. The event concludes with a ball drop countdown to the "New Year" occurring at 6:25 pm. Families and staff are then able to return home safely long before the official New Year begins at 12:01 am. Additionally, the earlier time frame means weather would be less of a factor given that the bulk of the event is during daylight hours with the warmth of the sun available. After nightfall, temperatures can drop dramatically in the winter. Staff anticipates more residents will participate in the earlier time frame, resulting in a greater return on investment of the event.

GOAL

The goal is to change the format of the New Year's Eve event to have a greater focus on children's activities, and change the timeframe from 8 pm - 12 am to 3 pm - 6:30 pm, in an effort to increase attendance and have a greater return on investment for this special event.

COMMUNITY BENEFIT

Staff estimates more residents will attend the event at the earlier timeframe, benefiting more people across the city.

SUMMARY OF RECOMMENDED ACTION

Change the format of the New Year's Eve event to focus more on children's activities, and change the time frame from 8 pm - 12 midnight to 3 pm - 6:30 pm

RECOMMENDATION

Change the format of the New Year's Eve event to focus more on children's activities, and change the time frame from 8 pm - 12 midnight to 3 pm - 6:30 pm

Attachments

NYE Event Council Presentation



NEW YEARS EVE IN THE PARK

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.



HISTORY

2021:

200 PARTICIPANTS

\$9,074.65 SPENT

2022:

150 PARTICIPANTS

\$6,756.58 SPENT

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ACTIVITIES

LIVE MUSIC, FOOD TRUCKS,
FACE PAINTER, BALLOON
TWISTER, CRAFTS, YARD
GAMES, BALL DROP

CONSIDERATIONS



RETURN ON
INVESTMENT



BULK OF
ATTENDANCE



FREDERICKSBURG
NYE

VISION

FAMILY FRIENDLY

A day-time event allows for families to enjoy celebrating new year's together, see the ball drop, and get home for the kid's bedtime.

ACTIVITIES

Multiple inflatables/interactives, face painting, balloon animals, shows, games, and photo opportunity.

SAFETY

Fewer citizens and staff on the road after midnight.

WEATHER

The earlier time frame means weather would be less of a factor given the bulk of the event is during daylight hours with the warmth of the sun available.



RECOMMENDATION

SUMMARY

Change the format of the New Year's Eve event to have a greater focus on children's activities instead of live music and change the time frame from 8pm-12 midnight to 3pm-6:30pm.



COMMENTS & QUESTIONS